

# General Terms and Conditions Deutsche Bank Corporate Card

## Article 1. Definitions

In these General Terms and Conditions the following definitions are used:

**Merchant:** the business and/or institution accepting the Corporate Card as a method of payment;

**Business:** the enterprise with which ICS enters into the Agreement with regard to a Corporate Card;

**Card fee:** the annual fee payable for the Corporate Card;

**Cardholder:** the holder of a Corporate Card as stated on the Corporate Card application form;

**Contactless payment terminal:** a terminal that is provided with NFC-technology and can accept contactless payments of credit cards;

**Corporate Card:** the Deutsche Bank Card Corporate issued by ICS to the Business and the Cardholder respectively;

**Deutsche Bank:** Deutsche Bank AG, established in Frankfurt am Main, Germany, in relation to this Agreement acting through its branch in Amsterdam, our partner in issuing the Corporate Card;

**Documentation:** the product information, prices and conditions specifically provided to the Business and the Cardholder respectively by ICS in relation to the Corporate Card;

**e-Code:** the code which is created by way of the ICS Business Cards App and with which an online payment transaction may be authorized and which can be used to log into Mijn ICS Business;

**ICS:** International Card Services BV. Visiting address: Wisselwerker 32, 1112 XP Diemen.

Postal address: PO Box 46, 1110 AA Diemen. ICS is registered with the European Central Bank (Sonnenmanstrasse 22, 60314 Frankfurt am Main, Germany), De Nederlandsche Bank (Westeinde 1, 1017 ZN Amsterdam) and with the Autoriteit Financiële Markten (the Netherlands Authority for the Financial Markets) (Vijzelgracht 50, 1017 HS Amsterdam);

**ICS Business Cards App:** the application software provided by ICS under the name ICS Business Cards App;

**Mijn ICS Business:** internet environment for managing the Corporate Card by the Business and/or the Cardholder;

**Mastercard:** Mastercard Europe sprl. or Mastercard International Inc.;

**NFC:** Near Field Communication: technology to exchange information between two devices at close proximity;

**Agreement:** the agreement between the Business and the Cardholder on the one hand and ICS on the other hand in relation to the Corporate Card. The Agreement comprises the Documentation, these General Terms and Conditions and any additional arrangements and conditions;

**SMS Code:** the code received by text message to authorize an online payment and to log into Mijn ICS Business;

**Exchange rate:** the exchange rate determined by Mastercard, plus a surcharge of 2.50%.

## Article 2. Commencement, term and termination of the Agreement

- 2.1. The Agreement will become effective upon the earliest of any of the following events:
  - (a) The moment the Cardholder unlocks the Corporate Card.
  - (b) The first time the Cardholder uses the Corporate Card as a means of payment or for a cash withdrawal.
  - (c) The moment the Business makes the first payment to ICS.
  - (d) Any moment the Business and/or the Cardholder otherwise declares to accept the Agreement.
- 2.2. The Agreement is entered into for an indefinite period. The Business may at all times terminate the Agreement subject to 1 months' notice. If the Business terminates the Agreement within 12 months from the commencement date, costs may be charged by ICS for such termination. The Business will be notified of such costs. ICS may at all times terminate the Agreement either in writing or electronically, subject to 2 months' notice.
- 2.3. ICS may block the Corporate Card and the related facilities with immediate effect, if any of the following circumstances occur, or appear to occur:
  - (a) The Business and/or the Cardholder act in breach of the Agreement, for example by being in arrears with payments.
  - (b) The Corporate Card has been reported stolen, lost or missing.
  - (c) The creditworthiness of the Business has deteriorated significantly.
  - (d) The Business has been declared bankrupt.
  - (e) The Business has been granted a moratorium on payments.
  - (f) The outstanding balance exceeds the spending limit.
  - (g) Abuse, unauthorized use or fraudulent use of the Corporate Card.
  - (h) The Cardholder has deceased.
  - (i) The Business and/or the Cardholder are involved in fraudulent actions or there is a reasonable presumption of this being the case.
  - (j) If the Business has not provided ICS with information about the financial situation of the Business, when ICS has asked the Business to do so.
  - (k) When laws and regulations forbid ICS to carry out transactions/payments, such as rules to prevent the financing of terrorism, money laundering and fraud.
- 2.4. If ICS blocks the Corporate Card, it will notify the Business and/or the Cardholder of this as soon as possible, unless doing so should represent a breach of the law or legitimate security interests.
- 2.5. The Corporate Card expires no later than the expiry date printed on it. ICS may from time to time provide a new Corporate Card as a replacement for the Corporate Card. The old Corporate Card may be declared invalid by ICS. The new Corporate Card will be attached to a document and sent to the Cardholder. The use of the new Corporate Card is governed by the general terms and conditions contained in this document, which will subsequently be regarded as forming part of the Agreement.
- 2.6. Once the Agreement has been terminated or the Corporate Card has been blocked:
  - (a) the full outstanding balance of the Corporate Card becomes due and payable with immediate effect;
  - (b) the Corporate Card may no longer be used by the Cardholder;
  - (c) the Corporate Card has become invalid;
  - (d) the Corporate Card may be refused or withdrawn by ICS, a Merchant or bank.

## Article 3. General obligations of ICS

- 3.1. ICS undertakes to provide its services with the greatest possible care.

## Article 4. General obligations of the Business and/or the Cardholder

- 4.1. The Business is responsible for the use of the Corporate Card and for compliance with the Agreement by the Business and the Cardholder.
- 4.2. The Corporate Card may solely be used for professional or business purposes by the Cardholder. The Company must verify that the Corporate Card is used for business purposes.
- 4.3. The Cardholder must store the Corporate Card carefully and in a safe place and make sure that others cannot see or get hold of the Corporate Card.
- 4.4. When using the Corporate Card, the Cardholder should at all times check if his or her own Corporate Card is returned. The Cardholder should check regularly if the Corporate Card is still in his or her possession. ICS may from time to time issue instructions regarding the safe use of the Corporate Card and about keeping the pin code or other personal security codes confidential as well as instructions about how to properly secure the devices you use for Mijn ICS Business and the ICS Business Cards App. These instructions must be complied with by the Business and the Cardholder. General instructions can be found at [www.dbcorporatecard.nl/veiligheid](http://www.dbcorporatecard.nl/veiligheid).
- 4.5. The Business and the Cardholder should at once inform ICS of any changes to their contact information (including the e-mail address) as well as of any other changes that are relevant to the Agreement. The Business should at once inform ICS of any changes to the financial situation of the Business.
- 4.6. ICS may request the Business to provide information about the financial situation of the Business. The Business must provide this information to ICS.
- 4.7. The Business and the Cardholder are obliged at all times to show proof of their identity to ICS in accordance with the statutory requirements and within that context to provide their full cooperation to ICS. Whenever a request to that effect is made, the Business must satisfy ICS that it has complied with the statutory identification requirements in relation to the Cardholder(s). The Business must store all identification data in accordance with the statutory requirements in such a manner that they may be accessed by ICS or a regulator for a period of 5 years after the termination of the Agreement.
- 4.8. Whenever correspondence is sent to the Business by ICS, the Business is under an obligation to forward this to the Cardholder if it is addressed to that party and/or concerns the use of the Corporate Card.

## Article 5. Pin code and other personalized security features

- 5.1. The Corporate Card is provided with a pin code. This pin code has been chosen by the Cardholder or was issued to the Cardholder automatically. Given instructions for choosing a pin code must be followed carefully. This pin code is personal and non-transferable, as is the Corporate Card.

- 5.2. The Cardholder must not disclose the pin code to anyone, including relatives, housemates colleagues and employees of ICS. The Cardholder needs to ensure that others cannot see the entering of the pin code. The Cardholder must not write down the pin code on the Corporate Card or on any document that is kept with the Corporate Card. Should the Cardholder make an annotation of the pin code, he must ensure that others cannot recognise it as such or can identify its use.
- 5.3. Any additional personalised security codes concerning the Corporate Card, such as a login name, password, e-Code or SMS Code may also only be used by the Business and the Cardholder and must be kept secret as well.

## Article 6. Loss, theft and improper use

- 6.1. The Business and/or the Cardholder must notify ICS by telephone of any loss, theft or (suspected) misuse of the Corporate Card, pin code and/or other personalised security codes. The Business and/or the Cardholder must do this immediately after he has discovered this or could have discovered this, for example by checking the account statements, the summary in Mijn ICS Business, the ICS Business Cards App or Smart Data. The Business and/or the Cardholder must confirm this notification immediately to ICS in writing and must file a report with the police.
- 6.2. Once the notification as referred to in article 6.1. has been made, no risk will be incurred by the Business for the subsequent use of the Corporate Card, unless fraud has been committed by the Business and/or the Cardholder or in cases of intent or gross negligence on the part of the Business and/or the Cardholder. In that case the Business will be held liable for all losses resulting from the loss, theft and/or improper use of the Corporate Card, the pin code and/or any other personalised security codes as well as on the security of the devices used for Mijn ICS Business, the ICS Business Cards App and Smart Data. Gross negligence in any case arises if one or any of the obligations arising from articles 4., 5. and 6.1. have not been complied with by the Business and/or the Cardholder.

## Article 7. Card fee

- 7.1. The Business must pay the annual Card fee, unless agreed otherwise. The amount of the Card fee is stated in the Documentation. The Card fee forms part of the outstanding balance governed by article 15. If the Agreement is terminated prematurely, the Card fee will not be refunded.

## Article 8. Data and personal Data

- 8.1. ICS uses the personal data of the Cardholder and the Business data in accordance with our Privacy Statement, which can be found at [www.dbcorporatecard.nl/privacystatement](http://www.dbcorporatecard.nl/privacystatement).

## Article 9. Amending the Agreement

- 9.1. ICS is entitled to amend the Agreement within the limits set by law. The Business and/or the Cardholder will be informed about this 30 days before the Agreement is amended. The Business and/or the Cardholder must notify ICS in writing within these 30 days if he disagrees with the amendment. In that case the Business and/or the Cardholder is entitled to terminate the Agreement at no cost. If the Business and/or the Cardholder do not terminate the Agreement within these 30 days, he is considered to have accepted the amendment.

## Article 10. Making payments with the Corporate Card

- 10.1. The Corporate Card may be used worldwide for making payments to Merchants. The Corporate Card may also be used for cash withdrawals from affiliated banks and/or from cash machines. When the Card is inserted into a cash machine, card reader or imprinter for the purpose of making payments or cash withdrawals and the pin code has been entered or the signature has been placed, the Cardholder is deemed to have agreed to the payment. With some machines (such as toll gate machines or parking machines) the Cardholder is deemed to have accepted the payment by the mere inserting of the Corporate Card without the pin code having been entered or the signature placed. When a purchase is made through the internet, by telephone or in a manner similar thereto, the Cardholder will be deemed to have agreed to the payment by having provided the Corporate Card details, entering a password and SMS Code or e-Code if requested and having allowed the payment instructions to be carried out. Accepting the payment implies that the amount in question will be charged to the Corporate Card account.
- 10.2. In case the Corporate Card is provided with NFC, the Corporate Card may be used for making contactless payments to Merchants that have a Contactless payment terminal at their disposal. Before the first contactless payment can be made the Corporate Card needs to be inserted in the card reader first. When the Corporate Card is held against the Contactless payment terminal after that the Cardholder is deemed to have accepted the payment. The Contactless payment terminal will indicate whether or not the payment has been approved. Accepting the payment implies that the amount in question will be charged to the Corporate Card account. The use of contactless payments may be subject to additional user conditions and limitations.
- 10.3. ICS does not guarantee the permanent, uninterrupted use of the Corporate Card. The use of the Corporate Card after all is dependent on a great number of external factors, such as the collaboration of Merchants and the performance of computer or telecommunication systems operated by us or by third parties. Moreover, the balance of the Corporate Card may be inadequate and cash withdrawals may be limited to a maximum amount per day. ICS shall not be liable for the inability to make use of the Corporate Card at all, in time or in full.
- 10.4. When the Cardholder performs a payment transaction with the Corporate Card, ICS will pay the amount in question on behalf of the Cardholder to the Merchant in question.
- 10.5. Merchants and/or affiliated banks may impose additional or special requirements with regard to accepting the Corporate Card, such as demanding proof of identity or charging transaction fees.

## Article 11. Spending limit

- 11.1. ICS determines the spending limit. The Cardholder must not exceed this spending limit. The amount, if any, by which the spending limit is exceeded, is due and payable at once. ICS is entitled to change the spending limit.
- 11.2. If there is a positive balance on the Corporate Card the Cardholder may spend the spending limit plus the positive balance.

## Article 12. Savings option

- 12.1. A credit balance can be held on the Corporate Card. ICS will pay interest over the total credit balance for each day that the credit balance is € 500 or more. The maximum credit balance on which interest is paid is € 1,000,000.
- 12.2. ICS may change the interest rate, in which case the Business and/or the Cardholder will be notified in advance. As a result of a change of the interest rate ICS may pay no interest at all.
- 12.3. The applicable interest rate can be found at [www.dbcorporatecard.nl/klantenservice](http://www.dbcorporatecard.nl/klantenservice) and the interest paid in one month appears on the statement of account.

## Article 13. Foreign currency, transaction fees and other charges

- 13.1. Payments and cash withdrawals in foreign currency are converted into euros on the basis of the Exchange rate on the date on which the payment or the cash withdrawal is processed by ICS. Processing depends on the time the payment or cash withdrawal has been communicated to us. ICS may change the Exchange rate with immediate effect and without prior notification. The Business and/or the Cardholder can contact ICS for further information about the applicable Exchange rate.
- 13.2. For cash withdrawals made from cash machines ICS charges a fee. If there is a positive balance on the Corporate Card and the withdrawal is made entirely out of the positive balance 1% on the amount withdrawn will be charged, with a maximum of € 1.50. If the amount drawn exceeds the positive balance 4% will be charged on the amount that exceeds the positive balance, with a minimum of € 4.50. If there is no positive balance also 4% on the amount withdrawn will be charged, with a minimum of € 4.50.
- 13.3. Charges apply for the replacement of Business Card in the case of loss or damage, except if the Business or the Cardholder cannot be faulted for this loss or damage.

## Article 14. Account statement

- 14.1. A monthly account statement will be sent or will be made available in Mijn ICS Business. The account statement states all new expenses and amounts received for that month. The term 'new expenses' includes any charges owed to ICS by the Business, such as the Card fee, the Exchange rate, transaction charges, penalties, other charges and interest. The account statement also specifies the outstanding balance for that month.
- 14.2. If the outstanding balance is paid by way of direct debit, the account statement will also specify the date on which the account of the Business will be debited for the amount in question, which transaction will take place within 14 days from the date mentioned on the account statement.

- 14.3. The Business and/or the Cardholder must immediately check the account statement received or placed in Mijn ICS Business, or in any case within 30 days from the account statement date. All transactions and payments may also be viewed in the ICS Business Cards App.
- 14.4. After a period of 2 months from the date of the account statement the contents of those account statements will be deemed to have been approved by the Business and/or the Cardholder, without prejudice to the right to dispute such amounts as stated in article 16. ICS may rectify any mistakes, or calculation mistakes, after this period.
- 14.5. If the Business and/or the Cardholder require any additional account statement or information, ICS may charge a fee for this. The Business and/or the Cardholder will be informed in advance what that charge will be.

**Article 15. Payment to ICS**

- 15.1. The account statement details the outstanding balance of the Corporate Card that has to be repaid to ICS by the Business. Debiting of the account will take place within 14 days from the date of the account statement. If no direct debit authorization has been issued, the Business is obliged to repay the outstanding balance to ICS within 21 days from the date of the account statement, unless agreed otherwise.
- 15.2. Interest is charged on every amount charged to the Corporate Card account. The following amounts may be charged to the Corporate Card: any payment, cash withdrawals, money transfers and costs such as the Card fee, Exchange rate, transaction charges, other charges and interest. Interest will be charged on payments and cash withdrawals starting from the dates they were made. Interest will be calculated on the money transfers and the costs starting from the date of their entry.
- 15.3. The interest is calculated on a daily basis. Depending on the number of days in a month, the interest amount may therefore vary per month. The interest equals the statutory interest for non-commercial transactions (which may be found on [wetten.overheid.nl](http://wetten.overheid.nl) by entering the search 'Besluit wettelijke rente' (Statutory Interest Decree) plus the maximum number of percentage points as contained in section 4 of 'Besluit Kredietvergoeding' (Lending Rate Decree). This Decree may be found on the site [wetten.overheid.nl](http://wetten.overheid.nl). When interest is charged, the interest rate will be mentioned on the account statement. ICS may charge a lower interest rate.
- 15.4. ICS charges interest on a monthly basis. The interest amount is a separate item on the account statement but forms part of the outstanding balance.
- 15.5. ICS will not charge any interest if the outstanding balance given on an account statement is repaid in full within 21 days from the date mentioned on the account statement or if agreed otherwise. In that case the interest is waived. To qualify for such a waiver, each time the full outstanding balance given on an account statement must be repaid.
- 15.6. If the full outstanding balance given on an account statement is not repaid, interest will be charged on the full outstanding balance of that account statement, also on the part that was repaid within 21 days. In addition, interest will be charged immediately on all subsequent amounts charged to the Corporate Card. This interest cannot be waived. There will be a re-qualification for a waiver if the full outstanding balance of a subsequent account statement is repaid within 21 days again.
- 15.7. If the full outstanding balance given on an account statement isn't repaid within 21 days from the date of the subsequent account statement, ICS is entitled to block the Corporate Card.
- 15.8. If the full outstanding balance given on an account statement isn't repaid within 21 days from the date mentioned on the account statement an additional fee of € 5 will be owed by the Business.
- 15.9. Amounts received will be used to pay firstly interest and costs, and secondly the principal amount due.
- 15.10. ICS may change the interest rate with immediate effect. The Business will be notified of this change via the account statement or in a different manner.
- 15.11. If ICS decides to take action in order to recover a debt, all related costs will be charged to the Business. The costs are set at 15% on the total amount due, with a minimum of € 45. If the loss suffered by ICS is more than 15% of the total amount due, ICS will be entitled also to recover the excess amount.

**Article 16. Disputed payments**

- 16.1. If the Business and/or the Cardholder disagree with any amount on the account statement, they may dispute this amount. ICS must be informed of any disputed amounts in writing at the earliest possible moment after receipt of the account statement, by means of a notification stating the full and substantiated reasons for disputing the amounts concerned. A Merchant not having performed its obligations towards the Cardholder, for example by supplying defective goods or services, does not constitute a reason for disputing an amount. Amounts cannot be disputed either as a result of the Corporate Card having been stolen or lost or in the case of improper use having been made of the Corporate Card. Those cases are governed by the provisions of article 6.
- 16.2. If sufficiently reasoned and substantiated arguments for disputing an amount have been stated within 14 days from the date of the account statement, the amount in question will at once be credited to the account, under the reservation that the amount in question will be charged to the Corporate Card once again, if it should prove to have been wrongly disputed. No amounts are credited to the Corporate Card if, in the view of ICS, there is no reasonable chance of the challenge being successful.
- 16.3. If ICS should require more information or documentation, such a request must have been complied with within 10 days at the latest.
- 16.4. Failing to comply with any of your obligations under this article will result in the loss of your right to dispute any amounts.

**Article 17. Other payment service providers**

- 17.1. The Business may engage an account information service provider for viewing account information at Mijn ICS Business. The account information service provider is responsible for the services it provides.
- 17.2. If ICS cannot establish whether the account information service provider is authorized to view account information, ICS will not permit it to do so.

**Article 18. Liability**

- 18.1. ICS shall not be liable for any damage, regardless of the legal ground on which the claim is based:
  - (a) in relation to products or services paid for by the Cardholder with the Corporate Card;
  - (b) resulting from the Corporate Card being blocked, withdrawn or invalidated;
  - (c) resulting from engaging another payment service provider.

**Article 19. Insurance**

- 19.1. The Corporate Card includes a Purchases Insurance, SafeGuard Support & Insurance and a Corporate Liability Waiver as defined in articles 19.2-19.4. The cover of these insurances is determined by the policy conditions. On request a copy can be provided free of charge. The most important features of these insurances are described below.
- 19.2. Purchases Insurance: briefly summarized, insurance cover is provided for a period of no more than 180 days from the date of purchase against loss, theft and damage regarding practically all items of movable property that have been paid for with the Corporate Card (either in full or in part). Cover is provided only if the permanent residence of the Cardholder is in the Netherlands. An excess of € 50 per event applies at all times.
- 19.3. SafeGuard Support: worldwide assistance in the event of calamities during travel (advances paid to a maximum of € 4,600, legal assistance to a maximum of € 1,400). SafeGuard Insurance is a supplementary travel insurance consisting of accident travel insurance (maximum pay-out € 115,000 per person), flight delay insurance (maximum coverage € 140 per party) and baggage delay insurance (maximum coverage € 550 per party).
- 19.4. Corporate Liability Waiver: in principle this insurance provides cover against improper use of the Corporate Card by the Cardholder (maximum coverage of € 15,000 per event and € 50,000 per year).
- 19.5. If the Corporate Card has been blocked for the reason given in Article 2.3.(a), a claim cannot be filed under the insurances until the blockage has been lifted.

**Article 20. Delivery and Internet guarantee**

- 20.1. Delivery guarantee: if a product paid for with the Corporate Card has not been delivered on the agreed delivery date, ICS will repay the amount concerned to the Business, provided the following conditions have been satisfied:
  - (a) The Cardholder himself or herself has made an attempt to resolve the delivery issue with the Merchant first.
  - (b) The request for repayment must have been received by ICS no later than three months after the agreed delivery date.
  - (c) The Cardholder or the Business is not entitled to claim the purchase amount under any insurance policy or guarantee fund.
 ICS will repay the amount within 30 days from receipt of the request, unless the Merchant in the course of that period delivers the product after all or refunds the purchase price. The delivery guarantee will in any case lapse 1 year after the date on which the payment was made by the Cardholder.
- 20.2. Internet guarantee: if an internet payment has been made with the Corporate Card that has not been authorized by the Cardholder or if incorrect amounts are charged, the amount in question will be repaid by ICS, provided the Corporate Card was in the Cardholder's possession at the time the payment was made and the payment has been disputed in accordance with article 16.

**Article 21. Other provisions**

- 21.1. The Corporate Card remains the property of ICS. ICS is authorized to assign the Agreement to a third party. The Business and/or the Cardholder agree to this, provided the relevant statutory framework conditions have been met.
- 21.2. ICS is not obliged to accept applications for an Agreement, or an amendment to the Agreement. ICS may amend, extend or terminate the payment options of the Corporate Card. ICS is entitled to make payments dependent on its approval before being accepted by Merchants.
- 21.3. The records of ICS will serve as full proof to the Business and/or the Cardholder. The Business and/or the Cardholder are entitled to provide proof to the contrary.
- 21.4. All communications between ICS and the Business and/or the Cardholder with regard to the use of the Corporate Card and the Agreement, or its execution, will be in Dutch and will, at the discretion of ICS, be made in writing, by e-mail, by text message, by telephone by way of the ICS Business Cards App or via Mijn ICS Business.
- 21.5. ICS may at all times set off any amounts it owes to the Business against any amounts that are owed to ICS by the Business.
- 21.6. On request the Business and/or the Cardholder will be sent a copy of the Agreement.
- 21.7. The Agreement is governed by Dutch law.

Diemen, November 2018