



Addendum - Terms and Conditions - Private Use

Article 1: Object

Diplomatic Card Company provides the Customer, who accepts, with a VAT card and all of the services pertaining there to that derive from the fiscal privileges granted to Diplomatic missions and consular posts by the Vienna Convention of 1964, or granted otherwise. More specifically the entitlement to the exemption of VAT on certain goods and services in accordance with article 42(3), paragraph 1, points 1 and 2 of the Belgian VAT Code as published by the FPS Finances in the Belgian official journal on 19/07/2017. By signing this Agreement the Customer fully accepts the Terms & Conditions of this agreement and its articles which form an integral part thereof.

Article 2: BASIC service

In accordance with the directives set by the FPS Finances, Diplomatic Card Company is required to offer a basic service to the Customer free of charge for VAT reimbursement. Diplomatic Card Company will validate the transaction data, create an E-certificate and submit a refund request to the supplier. The Customer is solely responsible for the timely follow-up, and correct payment by the supplier, of the due VAT reimbursement to Diplomatic Card Company. Complaint to the publication of 19/07/2017, all VAT claims need to be transferred by the supplier to Diplomatic Card Company, which in turn will refund the Customer within 6 months following payment by the supplier (section 11 of the publication by the FPS Finances of 19/07/2017). Below the overview of the price setting for the PRIME service:

- VAT-Free transaction at connected store: 2.95% on total amount of invoice.
- VAT-Refund at not connected store: €0.00 transaction fee on VAT-refund invoice.
- Account fee: €3.50 monthly account fee to keep your account live during your term of contract in order to keep the connection active with the systems of the FPS Finance.

No debt collection service offered by Diplomatic Card Company.

No fast VAT-refund.

No exclusive discounts with partnered merchants.

No VAT-Free transaction every month.

OPTIONAL. FACTORING SERVICE. Pre-finance of VAT on invoices that are validated. Applicable for end of year budgeting. Guaranteed VAT payment within 10 days. Only for approved merchants. Current rates apply. Contact our Support Desk for the current rates.

Article 3: PRIME services, payment and invoicing

In addition to the basic service, Diplomatic Card Company offers immediate VAT exemption (VAT-Free service) at connected stores and a Fast VAT reimbursement after validation of the invoice for which Diplomatic Card Company charges a transaction cost payable through a monthly direct debit, for which the Customer shall give explicit mandate to Diplomatic Card Company as provided. An E-invoice will be sent on a monthly base. Per invoice - whatever the method of exemption, being immediate VAT-Free exemption at connected stores or VAT reimbursement at any other store in Belgium - a transaction fee is applicable. Below the overview of the price setting for the PRIME service:

- VAT-Free transaction at connected store: €4.50 fixed per invoice.
- VAT-Refund at not connected store: 2.95% on total amount of invoice.
- Account fee: €3.50 monthly account fee to keep your account live during your term of contract in order to keep the connection active with the systems of the FPS Finance.
- One VAT-Free transaction for free - every month. Not cumulative.

PRIME service includes a debt collection service offered by Diplomatic Card Company to the Customer in relation to suppliers who are non-compliant with the directives as published by the FPS Finances on 19/07/2017 (section 10 of the publication by the FPS Finances of 19/07/2017).

PRIME service includes a fast VAT-refund for all transactions processed in the new platform. Our Prime service works towards and average of 2-8 weeks VAT refund after validation.

PRIME guarantees fast invoice processing for all transactions processed in the new platform. Enjoy the benefits of our new automation modules.

PRIME guarantees fast VAT collection from stores that are reluctant to pay. With the newly installed IOS-procedures, automatically linked to our lawyer's system, reluctant stores are legally and automatically forced to pay the VAT.

PRIME lets you enjoy exclusive discounts with partnered merchants, exclusive for our diplomatic clients. Communicated throughout the year.

PRIME gives you one VAT-Free transaction for free, every month. Not cumulative.

OPTIONAL. FACTORING SERVICE. Pre-finance of VAT on invoices that are validated. Applicable for end of year budgeting. Guaranteed VAT payment within 10 days. Only for approved merchants. Current rates apply. Contact our Support Desk for the current rates.

Article 4: No cure no pay

Diplomatic Card Company will only charge the Customer the transaction fee, if and when the supplier transferred the due VAT amount to Diplomatic Card Company in case of VAT reimbursement.

Article 5: Termination of the agreement

Diplomatic Card Company, in its sole discretion, has the right to suspend or terminate your customer account if you breach the Terms & Conditions. Any termination of your customer account will result in denied access to the use of your VAT card(s), furthermore new refund requests will no longer be processed and a written notification will be sent to the competent authorities.

You are solely responsible for properly canceling your customer account. As a security precaution, a phone request to cancel your account will not result in a termination. You can cancel your customer account at any time by written request.

Any cancellation of your customer account leads to the deactivation of your VAT card(s). The cancellation can be restored by request during a 2-month period following the month of notice. During this period, Diplomatic Card Company is compelled to process your refund requests. After this period another authorised service provider is allowed to process any and all refund requests on your behalf - whatever the date.

Article 6: Privacy

Personal data collected by Diplomatic Card Company will only be used to ensure the proper functioning of service provision. In accordance with the Act of 8 December 1992 on the protection of privacy in relation to the processing of personal data, you will at all times be able to access the personal data you provide to Diplomatic Card Company upon request. (section 12, point 'g' of the publication by the FPS Finances of 19/07/2017).

Article 7: Your preferred suppliers

Diplomatic Card Company strongly believes in the strength of its network of affiliated suppliers allowing immediate secure validation of the fiscal privilege. As a result immediate VAT exemption is applicable at the point of sale. As your authorised operator we commit ourselves to the constant improvement of our network. In order to do so we request the customer to submit supplier information to Diplomatic Card Company. These suppliers will be contacted with a proposal to affiliated with our network. The requested supplier information consists of name, contact details and contact person(s).

Article 8: Confidentiality

All information disclosed by a party to the other under this Contract is confidential and shall not be used, transferred or disclosed to any third party in any medium, whether oral, written, electronic or any other type, without the consent of the disclosing party.

Article 9: Dispute resolution

This Terms and Conditions is made subject exclusively to Belgian law.

Only the courts in Brussels shall have exclusive jurisdiction on any dispute arising in connection with this Terms and Conditions, and this applies to its conclusion, its execution, its interpretation and its termination, including the consequences thereof.

The Terms and Conditions as set out on this page are automatically accepted by the Customer upon receipt of the Addendum or by signing these Terms and Conditions.

The Customer confirms that the mission or post agrees to the Terms and Conditions of the application form;

The Customer confirms that the information concerning the mission or post that has been provided on this application form is true and accurate;

The Customer confirms that Diplomatic Card Company is the sole intermediary to obtain exemption of VAT for the mission or post.

The mission or post does not hold an agreement with another authorised service provider, know at and authorised by SPF Finances.

These Terms and Conditions are revised on 01/10/2023.

After acceptance and execution by Diplomatic Card Company, these Terms and Conditions shall serve as your Customer Contract.

SIGNATURE

On behalf of DCS

Name: Sander JM Stockbroekx

Title: General Manager