

CORPORATE CARD AGREEMENT

(Please print or use capital letters with a black pen)

طلب عضوية بطاقة الشركات

(نرجو الطباعة أو الكتابة بخط واضح)

1. BUSINESS INFORMATION

١. معلومات عن الشركة

Company Name	اسم الشركة
Street Address:	عنوان مقر الشركة
City: المدينة Post Code: الرمز البريدي P.O.Box صندوق بريد District الحي	
Tlx No: تليكس Fax No: فاكس Tel. No..... هاتف	
Nature of Business	طبيعة العمل
Year Incorporated: سنة التأسيس Paid up Capital SR	رأس المال المدفوع
If Subsidiary, name of Parent Company:	إذا كانت شركة تابعة، اسم الشركة الأم
Address of Parent Company	عنوان الشركة الأم
Name of Directors/Partners/Shareholders	أسماء الرؤساء/ الشركاء/ المساهمون
(1)	(2)
(3)	(4)

2. FINANCIAL INFORMATION AND BUSINESS REFERENCES

٢. معلومات مالية

Bank-Branch & Account No:	اسم البنك و رقم الحساب
Name of Accountants/Auditors:	اسم الموظف المختص لحساب الشركة في البنك
Fax. No.	هاتف Tel. No.
Names and Address of References:	اسم و عنوان المرجع (إن وجد)
Other Company Credit Cards held: (Name & No. Of Cards)	هل توجد بطاقة شركات أخرى (اسم و رقم البطاقة)

3. CORPORATE CARD APPLICATION

٣. اتفاقية بطاقة الشركات

submitted. Should such cards be issued, then the company agrees to be jointly and severally liable with each employee for all membership fees and charges incurred by or arising from the use of any card issued consequentially hereon, including any re-issued cards. The company agrees to indemnify Diners Club against any loss or liability (whatever arising out of the issue of cards to its employees. The company acknowledges itself bound as would be a cardholder by the terms and conditions set in the "Diners Club Corporate Card Agreement" applying to the issuance and acceptance of Diners Club Credit Cards, from time to time.

تقدم الشركة المذكورة أعلاه هنا بطلب إلى شركة البطاقة ش. م. ب. م لإصدار بطاقات داينرز كلوب الائتمانية للموظفين الذين كتب و / أو سكتب أسماءهم لاحقاً على أن توافق الشركة و موظفيها بتحمل مسؤولية كل من البطاقات الصادرة لكل موظف منفرد و مجتمعين و رسوم العضوية و جميع الرسوم الصادرة عن استخدام البطاقة منفرد و مجتمعين كما تتضمنها أي رسوم إعادة إصدار بطاقة جديدة منفرد و مجتمعين. تقرر الشركة بأنها ملتزمة كما لو كانت حاملة البطاقة بشروط و بنود الاتفاقية الموضوع في اتفاقية داينرز كلوب لبطاقة الشركات عند طلب الإصدار و الموافقة الصادرة عن داينرز كلوب من وقت إلى آخر .

The company named herein applies to The Card Company E.C. for the issue of Diners Club Credit Cards to such employees whose name are now or may here be

Signature & stamp of authorized officer of the company:

توقيع و ختم الموظف المفوض من الشركة على الاتفاقية:

Title مسمى الوظيفة Name

Date: التاريخ Signature:

Chamber of Commerce Attestation: تصديق الغرفة التجارية Company Seal: ختم الشركة

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CORPORATE CARD AGREEMENT

This Agreement, made as of the effective date set forth below between, Diners Club and the "Corporate Customer" identified below, on its own behalf and that of all subsidiaries designated by it in writing from time to time.

01 DEFINITIONS

"Agreement" this agreement between Diners Club and the Customer. "Corporate Card(s)" the corporate Diners Club Card issued by "Diners Club" The Card Company E.C., a Bahraini Financial Institution Company incorporated under Bahraini Monetary Agency License No. OG / 303 / 95 and Commercial Registration No. 36680-01 Dated 08/12/1996 with its address P.O.Box 7684 Jeddah 21472. "Employee Cardholder(s)" designated employees of the Customer under the corporate card system. "System" the corporate card system set forth herein.

02 DINERS CLUB CORPORATE CARD SYSTEM

For the term hereof, and subject to the terms and conditions of this Agreement, Diners Club hereby agrees to provide the Customer with the System and issue Corporate Cards to Employee Cardholders to charge purchases of goods and services which are primarily for or incidental to the business of the Customer at establishments accepting the Diners Club Card, provided that such Corporate Card is valid and/or has not been canceled by Diners Club, for whatever reason.

03 CARD ISSUANCE AND RENEWAL

- (a) Diners Club shall issue a Corporate Card to each employee of the Customer designated by the Customer, provided that each such designee is an employee of the Customer, has a business or commercial purpose for Corporate Card and either executes a standard "add-on application" form which shall be countersigned by an authorized officer of the Customer or its designee or fulfills an alternative application process as Diners Club and the Customer may mutually agree, Diners Club reserves the right to establish additional requirements to be met by proposed Employee Cardholders from time to time.
- (b) Each Corporate Card shall be valid for the term indicated thereon, unless such Corporate Card has been canceled by Diners Club pursuant to the provisions of this Agreement or at the request of the Customer, Diners Club shall provide the Customer with ninety (90) days prior written notice of the expiration of Corporate Cards. The Customer shall within forty-five (45) days of receipt of such notice advise Diners Club which of those Corporate Cards should not be renewed. Diners Club reserves the right to cancel or suspend a Corporate Card at any time for any reason, without notice.

04 BILLING PROCEDURE

Customer shall be liable for all charges made to the Corporate Card. Charges shall be set forth on a billing statement and shall be paid by the Customer regardless of whether they have been settled with the Employee Cardholder.

Diners Club shall also provide the Employee Cardholder on request, a statement of account on a monthly basis with respect to all charges made by Employee Cardholder to the respective Corporate Card during each billing cycle.

The monthly statement of account is the customers' bill. It is payable in full by check or money order in 30 days. Checks drawn on non-domestic banker may have collection costs

05 DELINQUENCY NOTICE TO CUSTOMER

In addition to Diners Club's other collection procedures, Diners Club shall provide a report to the Customer listing any charges by Employee Cardholders which remain unpaid for thirty (30) days from the initial billing date. Immediately upon receipt of such report, the Customer shall pay the due amount. To avoid cancellation of Corporate Card, Customer shall pay all charges.

Timely payment shall protect the customer from Service Fees applicable to all outstanding volume

06 CUSTOMER REPRESENTATIVE

The Customer, upon signing this Agreement, shall designate one or more of its employees (individually and collectively, the "Representative") to assist Diners Club in the administration of the System. The Representative shall undertake the following duties on behalf of the Customer, as well as any other reasonable duties requested by Diners Club and agreed to by the Customer:

- (a) The Representative shall be familiar with all aspects of the System, including but not limited to, billing procedures, number and status of Corporate Cards, status of Employee Cardholders, notice requirements, and status of delinquent charges;
- (b) The Representative shall provide the delinquency notice to the customer account for settlement;
- (c) The Representative shall assist Diners Club in its collection efforts. If requested, the Representative shall advise Diners Club whether an Employee Cardholder has been reimbursed by the Customer for charges incurred on the Corporate Card account;
- (d) The Representative shall advise Diners Club of any Employee Cardholder's termination of employment with the Customer as such termination is processed by Customer in accordance with Customer's standard personnel termination procedures. Customer shall take all reasonable actions necessary to collect Corporate Cards issued to employees whose employment has terminated or whose accounts have been canceled (i.e. by deducting from last salary.) Such Cards shall be returned to Diners Club cut in half. Failure to notify Diners Club of an Employee Cardholder's termination shall result in Company's liability to pay all charges made to an Employee Cardholder's account following termination. All such charges shall be paid within thirty (30) days of Customer's receipt of billing thereof. The company hereby indemnifies Diners Club against any and all charges outstanding on employee cardholders account till such account is terminated for whatever reason.

07 ANNUAL FEE

Diners Club shall be paid an annual fee for each Corporate Card in the amount specified in the Corporate Card Administration Information. The annual fee may be changed from time to time by Diners Club upon sixty-(60) days prior written notice to the Customer. Any such change in the annual fee to be paid for Corporate Cards to be issued or renewed after the effective date of change. Customer may elect to terminate this Agreement by prior written notice to Diners Club within thirty (30) days after an increase in the annual fee has been announced.

08 TERM OF AGREEMENT AND RENEWAL

- (a) Except as set forth in paragraph 7 hereof, this Agreement shall remain in full force and effect for an initial term of three years from the effective date set forth below and shall continue thereafter until terminated by either the Customer or Diners Club upon ninety (90) days prior written notice to the other party. All Corporate Cards and accounts shall be deemed canceled effective upon termination of this Agreement. Termination will not be in effect until Customer returns all Cards cut in halves.
- (b) Notwithstanding the foregoing, either party shall have the right to terminate this Agreement immediately, by written notice of such termination to the other party, upon any one or more of the following events;
 - i) Dissolution or liquidation of the other party;
 - ii) Insolvency of the other party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or the other party enters into an arrangement with its creditors;
 - iii) Any material and adverse change in the financial condition of the other party;
- (c) Rights, obligations or liabilities which arise prior to the termination of this Agreement shall survive the termination of this Agreement notwithstanding the provisions of this paragraph 8.

09 ASSIGNMENT

Neither party may sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other party; provided, however, that Diners Club may assign any or all of its rights and obligations under this Agreement to any parent, subsidiary, or affiliate without the consent of the Customer.

10 NOTICES

All notices thereunder shall be in writing and shall be deemed duly given when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in this Agreement or at such other address as the parties may indicate from time to time in writing.

11 MISCELLANEOUS

- (a) Financial Information - Upon the prior written request of Diners Club, Customer shall produce or allow Diners Club to inspect financial records relating to the financial condition of the Customer, provided, however, that any such inspection shall only be made during normal working hours.
- (b) No Relationship - Nothing contained in this Agreement shall be collected to create any association for brokerage, agency, joint venture, partnership, or employment relationship between Diners Club and the Customer.
- (c) No implied Waivers - The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. Waiver of any right thereunder must be in writing and signed by the party against which it is to be enforced.
- (d) Remedies - in the event that either party breaches or violates any of the obligations contained in this Agreement, the other party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation immediate termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy, and all rights and remedies shall be cumulative.
- (e) Complete Agreement; Amendments - This Agreement, including the Cardholder Agreement, constitutes the complete understanding between the parties hereto with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. Except as set forth in paragraph 7 hereof, no alteration, amendment shall be valid unless made pursuant to an instrument in writing signed by both of the parties. Notwithstanding the foregoing, Diners Club may amend the Cardholder Agreement from time to time without prior notice to be Customer.
- (f) Successors and Assigns - All the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- (g) Severability - The invalidity or unenforceability of any one or more portions, sentences, clauses or enforceability of the remaining portions of this Agreement or any part thereof.
- (h) Service Agent -BAT Travel (CR# 403300129001/001) acts as the exclusive marketing and servicing agent for Diners Club in connection with the Corporate Card(s) and the System.

12 APPLICABLE LAWS AND DISPUTE/SETTLEMENT

This Corporate Card Agreement will use the law of the Kingdom of Saudi Arabia and the laws of the State of Bahrain; we will have complete choice of which jurisdiction we use to pursue unpaid amounts.

ADD-ON APPLICATION

نموذج طلب بطاقة شركات

Diners Club Account Number (if known): 3642 - 27

COMPANY NAME

اسم الشركة

A) Employee Information

أ) معلومات الموظف

Name الاسم

Date of Birth تاريخ الميلاد Title (Occupation): الوظيفة

Home Address: عنوان المنزل

Ext.: هاتف المنزل Office Tel.: هاتف العمل Home Tel.:

I.D.(Iqama) No: رقم الهوية (الإقامة) Annual Income الدخل السنوي

Date of Contract Termination تاريخ انتهاء العقد Year of Employment تاريخ التوظيف

Branch الفرع Personal Bank البنك الشخصي

City المدينة Account No.: رقم الحساب

Name of Nearest Relative not living with you اسم قريب لك لا يسكن معك

Address العنوان

Relationship: صلة القرابة Tel: هاتف

B) Corporate Card Declaration

ب) تعهد بطاقة الشركة

The company under-mentioned and the employee whose particulars appear above hereby apply to Diners Club A.G. for the issue to the employee of a Diners Club Credit Card. Should this application be accepted, both agree jointly and severally to be liable for all membership fees and charges incurred by or arising from the use of any card issued to the employee, including any re-issued card. Both further acknowledge themselves bound by the terms and conditions relating to the issue and use of Diners Club Cards set in the corporate Card Agreement.

تتقدم الشركة و منسوبيها و المدونة بيانهما كما هو موضح أعلاه لدينرز كلوب أي جي لإصدار بطاقة داينرز كلوب الانتمانية. و في حالة الموافقة على طلب العضوية فإننا نتعهد كلانا بأن نكون مسؤولين مفردين و مجتمعين عن جميع رسوم العضوية و ما يترتب على البطاقة من مصاريف، بما في ذلك إعادة إصدار هذه البطاقة. و أن نكون ملتزمين بكل الشروط و القواعد المرفقة في طلب العضوية باتفاقية بطاقة الشركات عند استعمال البطاقة.

Date: التاريخ Signature of Employee Applicant توقيع الموظف طالب البطاقة

C) Approval Of Authorized Officer

ج) موافقة الموظف المفوض

Desired Credit Limit For this Employee only: SR الحد الائتماني المطلوب للموظف ر.س.

Title: الوظيفة Name: الاسم

Date التاريخ Signature: التوقيع

For Diners Club Use only لاستخدام داينرز كلوب فقط Company Seal

ختم الشركة

Lt _____
Fs _____
App _____
Dt _____
Prs _____ Dt _____
Ac _____

