

All terms starting with a capital letter and not defined otherwise herein shall have the meaning as defined in the Rules and Regulations for Issuing and Using Diners Club LOT Corporate Cards on the verso of this form. Please, send two completed and signed Application forms to DC. DC shall sign the Agreement and send it to the Cardmember with the Card.  
The Company and the undersigned hereby apply for the issuance of a Diners Club LOT Corporate Card to:

Female  Male

Personal data

Name(s) \_\_\_\_\_ Surname \_\_\_\_\_  
Date of birth \_\_\_\_\_ PESEL statistical no. \_\_\_\_\_ Personal ID no. \_\_\_\_\_  
Mother's maiden name \_\_\_\_\_ Mailing address (street, building/flat no.) \_\_\_\_\_  
Town/City \_\_\_\_\_ Postal code \_\_\_\_\_ Phone \_\_\_\_\_  
Mobile phone \_\_\_\_\_ E-mail \_\_\_\_\_  
Miles & More programme Card no. \_\_\_\_\_  
Miles & More status  Basic  Frequent Traveller  Senator  HON Circle  
Name and surname to be embossed (max. 23 characters incl. spaces)  
\_\_\_\_\_  
Company name to be embossed (max. 23 characters incl. spaces)  
\_\_\_\_\_  
Position \_\_\_\_\_ Employed since \_\_\_\_\_  
Name of the bank (to be filled in if the liability option is different than the Company liability)  
\_\_\_\_\_  
Account no. \_\_\_\_\_  
Adres oddziału banku \_\_\_\_\_

Company data

Full name of the Company \_\_\_\_\_  
seated at \_\_\_\_\_ registered in \_\_\_\_\_  
under the KRS no. \_\_\_\_\_ REGON (statistical no.) \_\_\_\_\_ NIP (tax identification no.) \_\_\_\_\_  
initial capital (paid up) PLN \_\_\_\_\_ represented by \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the Company.  
Company address (street, building/flat no.) \_\_\_\_\_ Postal code \_\_\_\_\_ Town/City \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_  
Mail to be sent to:  Mailing address  Address of the company

DC data

Diners Club Polska Sp. z o.o. seated in Warsaw: 00-082 Warszawa, ul. Senatorska 12, registered at the District Court for the Capital City of Warsaw, 12th Economic Division of the National Court Register under the KRS no. 0000025953, Tax Identification no. (NIP): 527-17-28-928, Statistical no. (REGON) 012411231, initial capital (paid up) PLN 7,500,000, represented jointly by two Board Members or a Board Member and a Proxy.

Statement

I, the undersigned, hereby acknowledge that I have read and accepted all the provisions of the Rules and Regulations for Issuing and Using Diners Club LOT Corporate Cards printed on the verso of this Application and apply for the issuance of the Card. I also hereby acknowledge that the data I have provided are true and complete, agree to the data included in the documents required for the issuance of the Card to be verified by DC and acknowledge that DC may reject the Application without being required to justify the rejection. Under the provisions of Articles 23(1) and 23(2) of the Personal Data Protection Act of 29.08.1997 (single text: Polish Journal of Laws of 2002, No. 101, item 926), I hereby express my consent to my personal data as made available to DC in this Application being processed now and in the future.  
At the same time, I hereby acknowledge that:

- The administrator of the personal data is Diners Club Polska Sp. z o.o. seated in Warsaw, at ul. Senatorska 12.
- The data are gathered in relation to issuing and using the Card and may be processed in order to perform the Agreement.
- The data gathered may be made available, for the purposes set forth in item 2, to entities specified in the applicable laws, and in particular: in the Banking Law Act of 29.08.1997, the Act of 12.09.2002 on electronic means of payment, the Act of 14.02.2003 on the transfer of economic data (to Biura Informacji Gospodarczej SA).
- I hereby agree  / disagree  to my personal data as made available to DC in the Application being processed for DC's marketing purposes.
- I hereby agree  / disagree  to receiving, by electronic means, marketing/financial information as defined in the Electronic Services Act of 18.07.2002 (single text: Polish Journal of Laws of 2002, No. 144, item 1204).
- a) Under the provisions of Article 15(1) and Article 47(2) of the Act on the transfer of economic data, I hereby authorise Diners Club Polska Sp. z o.o. in Warsaw to request and obtain from InfoMonitor Biuro Informacji Gospodarczej S.A. in Warsaw ("InfoMonitor") economic information concerning my liabilities, including bank secrets, obtained by InfoMonitor from Biuro Informacji Kredytowej SA and Związek Banków Polskich. I also authorise Biuro Informacji Kredytowej SA seated in Warsaw and Związek Banków Polskich seated in Warsaw to make available to InfoMonitor the data from the information resources of these two bodies, including bank secrets, on my liabilities at banks or institutions authorised to granting loans that exceed PLN 200 (say: two hundred zlotys) or on the lack of data on such liabilities.  
b) Under the provisions of Article 104(3) of the Banking Law Act and Article 47(2) of the Act on the transfer of economic data, I hereby authorise Diners Club Polska Sp. z o.o. in Warsaw to request and obtain from InfoMonitor Biuro Informacji Gospodarczej S.A. in Warsaw ("InfoMonitor") economic information concerning my liabilities, including bank secrets, obtained by InfoMonitor from Biuro Informacji Kredytowej S.A. and Związek Banków Polskich. I also authorise Związek Banków Polskich seated in Warsaw and Biuro Informacji Kredytowej S.A. seated in Warsaw to make available to InfoMonitor the data from the information resources of this body, including bank secrets, on my liabilities at banks or institutions authorised to granting loans, that exceed PLN 500 (say: five hundred zlotys) or on the lack of data on such liabilities.
- a) I hereby authorise Diners Club Polska Sp. z o.o., with its registered office in Warsaw, to request Krajowy Rejestr Długów [National Debt Register] of Biuro Informacji Gospodarczej S.A., with its registered seat in Wrocław, economic information about me, including information on liabilities that occurred before the Act of 14 February 2003 on access to economic information (Polish Journal of Laws No. 50, item 424) entered into force.  
b) I hereby authorise Diners Club Polska Sp. z o.o., with its registered office in Warsaw, to request Krajowy Rejestr Długów [National Debt Register] of Biuro Informacji Gospodarczej S.A., with its registered seat in Wrocław, economic information about the company, including information on liabilities that occurred before the Act of 14 February 2003 on access to economic information (Polish Journal of Laws No. 50, item 424) entered into force.
- I have the right to review the contents of my data and to correct my data in accordance with the provisions of the Personal Data Protection Act.
- The provision of the data is required for the conclusion and the performance of the Agreement.

I also state that I am aware that upon the signature of this Application by DC I conclude with DC an Agreement on the issuance and use of the Card.

\* mark the ones that apply

The liability for the obligations arising from the Agreement shall be accepted by (Company/Cardmember and Company jointly – please, enter the relevant option) \_\_\_\_\_

Signature of the Applicant being a specimen signature

\_\_\_\_\_

Place and date

\_\_\_\_\_

Signed for the Company with personal seal\*\*

\_\_\_\_\_

Company stamp

\_\_\_\_\_

To be completed by Diners Club Polska

Spending Limit

Internal note

Signature of an authorised person

\*\* Signature(s) of the person(s) authorised to represent the Company in accordance with the recent copy of the KRS register of entrepreneurs/other relevant register.

## RULES AND REGULATIONS FOR ISSUING AND USING DINERS CLUB LOT CORPORATE CARDS

The Rules and Regulations for Issuing and Using Diners Club LOT Corporate Cards cover the rules for the issuance and the use of the Diners Club LOT corporate payment card, the settlement of Transactions made with the Card and the collection of charges and commission fees related thereto.

### 1. Definitions

In these Rules and Regulations and in the Agreement, all capitalised terms shall mean the following:

**DC** – Diners Club Polska Sp. z o.o. seated in Warsaw, at ul. Senatorska 12.

**Diners Club** – Diners Club International Ltd. and local Diners Club offices (excluding DC).

**LOT** – Polskie Linie Lotnicze LOT SA seated in Warsaw, at ul. 17 Stycznia 39.

**Company** – an entrepreneur who concluded the Diners Club Corporate Cards Programme Agreement and applies for the issuance of the Card for his/her employee.

**Card** – a corporate payment card issued by DC, bearing Diners Club, LOT and Miles & More logos, to be used for the purposes specified in these Rules and Regulations, with a validity period until the last day of the month specified on its face.

**Main Card** – the Card issued to the Cardmember under the Agreement.

**Card Account** – a record account maintained by DC on which the obligations of the Cardmember towards DC are recorded.

**Spending Limit** – the amount of money granted by DC up to which the Cardmember may make Transactions with the Card within the Settlement Period.

**Cash Withdrawal Limit** – the Cash Withdrawal Limit is specified in the PIN code application sent with the Card.

The Cash Withdrawal Limit is part of the Spending Limit.

**Settlement Period** – a cyclic period from the first until the last day of a month after the end of which the Transactions made with the Card are settled.

**Transactions** – cash withdrawal or payment with the Card.

**Annual Fee** – a fee for the Card, charged in advance for every year of Card validity. The first Annual Fee is charged immediately upon Card issuance.

**Diners Club Partner** – an entrepreneur cooperating with DC and/or Diners Club whose premises are labelled with the Diners Club logo.

**PIN** – a personal identification number in the form of a four-digit code known only to the Cardmember. The PIN and the data on the Card are used for electronic identification when the Card is used with devices that require a PIN code.

**Cardmember** – a Company employee to whom the Card has been issued under the Agreement, who on his/her behalf makes Transactions specified in the Agreement and in the Rules and Regulations.

**Diners Club Reward Programme** – a points collection programme which Cardmembers automatically participate in.

**Diners Club Corporate Cards Programme** – a programme of DC for issuing and handling Diners Club payment cards for entrepreneurs and related services.

**Rules and Regulations** – Rules and Regulations for Issuing and Using Diners Club LOT Corporate Cards.

**Diners Club Reward Programme Rules** – the principles of joining the Programme and operation of the Diners Club Reward Programme.

**Table of Fees and Charges** – a table that specifies the fees and charges for the operations related to the use of the Card. The Table of Fees and Charges constitutes an integral part of the Rules and Regulations. It is provided to the Company and the Applicant together with the Application and available at [www.dinersclub.pl](http://www.dinersclub.pl).

**Agreement** – an agreement for issuing and using the Card concluded between DC, the Company and the Cardmember. The Agreement is concluded when DC signs the Application submitted.

**Diners Club Corporate Cards Programme Agreement** – an agreement concluded between the Company and DC that serves as a basis for Company's applications for Diners Club Corporate Cards Programme products.

**e-Account Service** – access to the Card Account and Statements via [www.dinersclub.pl](http://www.dinersclub.pl).

**Application** – an application for the issuance of the Card, whose verso contains these Rules and Regulations, completed and signed by the Company and its employee.

**Applicant** – a Company employee who – by signing the Application – applies for the issuance of the Card. Upon the conclusion of the Agreement, the Applicant becomes a Cardmember.

**Statement** – a summary of Transactions made with the Card within the Settlement Period and of related charges and commission fees which specifies the balance of Card debt.

### 2. Issuance of the Card

2.1 A precondition for applying for the Card is the conclusion by the Company and DC of a Corporate Cards Programme Agreement.

2.2 Within 14 days from the date of the receipt of the Application, DC shall notify the Company in writing or by phone of the issuance or of the refusal to issue the Card.

2.3 The Card shall be issued upon the conclusion of the Agreement. The Main Card shall be issued in the Cardmember's name and the Company's name. The Cardmember and the Company agree to have his/her name and surname and the Company's name transcribed in English.

2.4 When the Card is issued, it shall be delivered to the Cardmember's company address specified in the Application.

2.5 Information on the granted Spending Limit and the applicable dates of the settlement of obligations shall be sent with the Card and shall be binding for the Cardmember and the Company.

2.6 The Cardmember shall be obliged to sign the Card immediately upon receipt. The signature on the Card should be compliant with the signature put on the transaction document from the Diners Club Partner.

2.7 The Card shall be owned by DC.

### 3. Use of the Card

3.1 The Card shall entitle the Cardmember to make Transactions related to the Company's expenses with all Diners Club Partners.

3.2 The Cardmember shall be entitled to:

a. Make Transactions with the Card when purchasing any goods and services from Diners Club Partners worldwide, up to the set Spending Limit, upon the presentation of the Card and signing of a transaction document or, if the foregoing is not possible, upon quoting the necessary Card data (e.g. mail order, telephone ordering, Internet order). With his/her signature, the Cardmember shall confirm that he/she has received the goods and services in accordance with the amount specified on the transaction document. Diners Club Partners may request additional identification from the Cardmember (e.g. passport or personal identity card).

b. Withdraw cash from ATMs labelled with the Diners Club logo with the use of the PIN code and at Diners Club-authorised banks labelled with the Diners Club logo. The Cash Withdrawal Limit in a 7-day cycle may vary depending on the regulations applicable at the place of such a withdrawal.

3.3 DC shall have the right to refuse authorisation for a Transaction and may temporarily block the Card if the Transaction value would cause an overdraft of the Spending Limit or if there is a suspicion that the Card may be used by unauthorised persons. In such a case, DC shall be obliged to notify the Cardmember and the Company thereof immediately.

3.4 DC shall have the right to decrease the Spending Limit set for the Card without the Cardmember's or the Company's assent when the due payments resulting from the use of the Card are delayed, with respect, however, to the obligation of immediate notice to the Cardmember and the Company of the introduced modifications.

3.5 The Card is not transferable to any third party, and should be used only by the Cardmember.

3.6 DC shall be obliged to execute the instructions of the Cardmember/Company within the period of 14 days from the date of their receipt.

3.7 The Company may apply to DC in writing to change the Spending Limit.

3.8 Upon the issuance of the Card, each Cardmember becomes a participant of the Diners Club Reward Programme at no further cost. The information on the terms of the Diners Club Reward Programme is available at [www.dinersclub.pl](http://www.dinersclub.pl).

3.9 Each Cardmember shall observe the Diners Club Reward Programme Rules.

### 4. Withdrawal and dissolution of the Agreement

4.1 The Company may dissolve the Agreement, without stating the reason, within 14 days from the receipt of the first Card provided that no Transactions have been made with the Card. In such cases, DC shall undertake to return the Annual Fee less the Card production and delivery costs if such a fee has been charged. In the case of the Agreement dissolution by the Company, the provisions of the Rules and Regulations in Sections 4.7 and 4.8 shall apply.

4.2 The Agreement shall be dissolved when:

– the Company terminates the Agreement,  
– DC terminates the Agreement,  
– the Cardmember is dismissed by the Company,  
– the Cardmember dies,  
– the Company is removed from the register of companies (KRS or other relevant register), even if the removal decision is non-final.

4.3 The Company may terminate the Agreement without stating the reasons. If the Agreement is terminated 45 days before the last day of the month that ends the first or the following year of the Card validity, the Card shall not be charged with an Annual Fee. If the said notice period is not respected, the Card may be charged with an Annual Fee.

4.4 DC may terminate the Agreement for important reasons, and in particular when the Cardmember or the Company breaches the provisions of the Agreement or of the Rules and Regulations.

4.5 In the case of Agreement termination by DC, the termination shall be considered valid if delivered to the address of the Company specified in the Agreement or to any other last address specified by the Company.

4.6 The notice period shall be 7 days from the date of the termination notice delivered unless the Company specifies a different notice period.

4.7 If the Agreement is terminated or withdrawn from, the Company shall be obliged to return to DC all the Cards issued under the Agreement until the last day of the notice period at the latest and if the Agreement is withdrawn from – then at the moment of withdrawal.

4.8 If the Company does not fulfil the obligation to return the Cards, the Company shall be held responsible for the Transactions made with them, in accordance with the principles set forth in the Agreement and the Rules and Regulations.

4.9 The termination of the Agreement shall not affect the obligation to settle all financial commitments resulting from the use of the Cards issued under the Agreement and in accordance with these Rules and Regulations.

4.10 Diners Club and Diners Club Partners, on behalf of DC, shall be authorised to seize a cancelled Card for DC.

### 5. Settlement of Transactions made with the Card

5.1 Transactions made with the Main Card within the Settlement Period shall be debited against the Card Account. All dues shall be settled by the Cardmember/Company by a bank transfer to the DC account specified in the Statement within the period as set forth in the Statement, in accordance with the principles of liability for settlements indicated in the Agreement. The Cardmember/Company shall be deemed to acknowledge the payments listed in the Statement if no objection thereto is raised by the Cardmember/Company within 30 days from the date of the Statement.

5.2 The Card Account shall be debited with commission fees and charges. The charges and commissions charged by DC shall be set forth in the current Table of Fees and Charges. DC shall reserve for itself the right to modify the amounts of charges and commission fees charged, and such a modification shall not be considered as an amendment to the terms and conditions of the Agreement. The terms of acceptance or rejection of the amendments are given in Section 10.2 hereof.

5.3 Transactions made in foreign currencies shall be converted at the exchange rate used by the local Diners Club office on the date of the settlement of such a Transaction. The Statement shall show the amount of the Transaction in the currency in which it was made and in PLN.

5.4 In the event of the Cardmember/Company failing to fulfil their obligations on time, DC shall be entitled to debit the Card Account with interest for late payments charged at a maximum allowed rate, in accordance with the relevant applicable laws.

5.5 DC shall not be liable for the failure to settle a Transaction within a certain Settlement Period if a Diners Club Partner fails to inform DC of the Transaction. Such Transactions shall be accounted for in subsequent Settlement Periods.

### 6. Liability

6.1 DC shall only be liable for its own acts and omissions. DC shall not be responsible for the acts and omissions of other natural or legal persons and in particular for any refusal to accept payment with the Card by a Diners Club Partner.

6.2 The Cardmember/Company shall be liable for the obligations resulting from the Agreement, and in particular for regular and timely settlement of dues in accordance with the Statements, in accordance with the principles of liability for settlements indicated in the Agreement.

6.3 The Company shall be obliged to inform DC of the termination of the work contract with the Cardmember. DC shall cancel the Card based on such a notification.

6.4 The Cardmember/Company shall be obliged to clarify any possible complaints against goods and services (especially related to the warranty or faults) directly with a relevant Diners Club Partner. The undertaking of such actions shall not exempt the Cardmember from timely payment of any dues in accordance with Section 5.1 hereof.

6.5 If the Company does not receive the Card within 7 working days from the receipt of a Card issuance notification, the Company shall be obliged to notify DC thereof. If the Card was sent to the corporate address specified in the Application, DC shall block the Card and issue a replacement card.

### 7. Financial claims

7.1 In the event of any discrepancies in the Statement received from DC, the Cardmember/Company shall have the right to make a financial complaint within 30 days from the date of the Statement.

7.2 Following a preliminary examination of the financial complaint, DC shall return the claimed amount to the Card Account in the form of a correction entry in a subsequent Statement.

7.3 If the complaint procedure has been terminated and the complaint has not been acknowledged, DC shall debit the Card Account with the previously credited amount in the form of a correction entry in a subsequent Statement.

7.4 DC shall be obliged to inform the Cardmember/Company in writing (e-mail, fax, letter) or by phone of the complaint status within 90 days from the receipt thereof at the latest.

### 8. Care for the Card and the PIN Code

The Cardmember shall be obliged to keep his/her Card, its number and PIN code safe. The PIN code should be kept separate from the Card. The Cardmember shall undertake to protect the Card, the PIN code and the Card number from third parties, excluding situations referred to in Section 3.2a.

### 9. Misuse of the Card

9.1 In the case of loss, theft or any other forfeiture of the Card, the Cardmember/Company shall be obliged to report it immediately to DC or the nearest Diners Club office. DC shall cancel the Card immediately after receiving such a notification.

9.2 In the event of misuse of the Card by any third party as a result of loss of the Card (misuse of the Card), the Cardmember/Company shall be exempt from any financial liability if the notification has been made within 48 hours from the loss of the Card. However, if the notification takes place after the abovementioned period, the liability of the Cardmember/Company shall be limited to an equivalent of USD 50.

9.3 The amount of USD 50 the Cardmember/Company is charged with in accordance with Section 9.2 hereof shall be converted at the Buy Rate of the National Bank of Poland on the day that DC debits the Card Account.

9.4 The limitations of the Cardmember's/Company's liability referred to in Section 9.2 shall not apply to the Transactions made in the fault of the Cardmember, and in particular if he/she has not fulfilled his/her obligations, e.g. he/she has rendered the PIN code or the Card accessible to third parties.

9.5 DC shall be entitled to inform Diners Club Partners of the number of the lost Card and the cancellation thereof. All Diners Club Partners are obliged to seize the cancelled Card on behalf of DC. The cancelled Card may not be reused after its recovery.

### 10. Agreement period and amendments

10.1 The Agreement shall be concluded for the period of the Card validity, until the last day of the month embossed on its face. After the validity period lapses, the Agreement shall be prolonged for another and subsequent periods provided that before the 45th day to the termination date of the Agreement DC does not receive a written Agreement termination notice from the Company and provided that that DC does not submit such a notice. The clause contained hereinabove shall be applied directly to all the following prolongations of the Agreement period.

10.2 Any amendments to the Rules and Regulations and/or the Table of Fees and Charges during the period of the Agreement shall be delivered to the Cardmember/Company in print, with the date of their entry into force, with 3 subsequent Statements starting from the month in which DC introduces amendments to the Rules and Regulations and/or the Table of Fees and Charges, and published at [www.dinersclub.pl](http://www.dinersclub.pl). The Cardmember who submitted a waiver of mailed Statements in line with the procedure set forth in Section 11 hereof and uses the e-Account Service shall receive the amendments to the Rules and Regulations and/or the Table of Fees and Charges in print, with the date of their entry into force, with 3 subsequent letters starting from the month in which DC introduces amendments to the Rules and Regulations and/or the Table of Fees and Charges. The amendments shall be deemed binding provided the Company does not terminate the Agreement within one month from the amendments having been sent for the last time. The return of the Card to DC within one month from the date of the last mailing of amendments to the Rules and Regulations and/or the Table of Fees and Charges shall be equal to Agreement termination by the Company. Any Transaction made with the Card after one month from the date of the last mailing of the amendments shall mean the acceptance of the amendments by the Company.

### 11. Correspondence

The Statements and any correspondence related to the Agreement and the Rules and Regulations shall be sent to the mailing address specified in the Agreement or to any other last address notified by the Cardmember/Company. The Cardmember may waive mailed Statements and exchange them into a registration for the e-Account Service and thus gain access to Card balance information via the Internet. The Cardmember should send his/her waiver of mailed Statements to DC by e-mail at: [customer.services@dinersclub.pl](mailto:customer.services@dinersclub.pl). The Cardmember shall gain access to Internet Statements immediately upon his/her registration in the e-Account Service.

### 12. Protection and exchange of information

12.1 The personal data related to the Cardmember/Company shall be processed by DC exclusively for the purpose of executing the Agreement and shall be subject to protection in accordance with the provisions of the Polish Personal Data Protection Act.

12.2 The personal data of the Cardmember/Company may be transferred to other entities involved in card transactions to the extent necessary to operate the Card.

12.3 DC shall reserve the right to transfer information on the Cardmember's/Company's credit rating which the Cardmember/Company has obtained in connection with the issuance and the use of the Card, to banks and other entities entitled to hold such information.

### 13. Final provisions

13.1 The Agreement shall be governed by the Polish law. Any and all disputes resulting from or related to the Agreement shall be settled by the common court having jurisdiction over the seat of DC unless the mandatory legal provisions set a different mode and procedure for the settlement of disputes.

13.2 These Rules and Regulations have been drawn up in Polish and English versions. In the case of any discrepancies between the Polish and English versions, the Polish version shall prevail.

The Polish version of the Application Form is available at [www.dinersclub.pl](http://www.dinersclub.pl)

Warsaw, January 2009