"P CARD - Private Plus" Contract N° WEB0000001

BETWEEN:

SERVIPARK S.A.,

Registered office: 9 Rue Brederode, 1000 Brussels

BCE/TVA No: BE0441.030.096

Tel: 02/549.54.10 Fax: 02/503.09.04 Email: pcard@servipark.com

hereinafter called "Servipark"

AND:

Mr / Mrs
Date of birth:

Invoice address (if different):

Domiciled at:

Email: Tel: Fax:

hereinafter called the "Customer"

IT IS AGREED AS FOLLOWS:

1. OBJECT AND PURPOSE OF THE CARD: Servipark provides the Customer with the "P CARD+" identified below (hereinafter the "Card"). The Card enables the Customer to access the services (hereinafter the "Services" and individually the "Service") offered by Servipark and its partners and to pay for the Services provided in a deferred manner, as specified in Article 4. The list of partners of Servipark (hereinafter called the "Partners" and individually the "Partner"), which are companies separate from Servipark, is available on the site www.pcard.be.

The Customer declares that the information included below in Appendix 3 is correct and undertakes to inform Servipark of any change.

2. RESPECTIVE ROLES OF SERVIPARK AND ITS PARTNERS – APPLICABLE CONDITIONS: Use of the Card is governed by the present contract and by the General Terms and Conditions of Servipark which appear in Appendix 1 of the present contract. The Customer acknowledges receipt and accepts the General Terms and Conditions of Servipark.

The Partners provide the Services on their own entire liability. The provision of the Services is governed by the General Conditions of the Partner from which the Service is requested. The Customer acknowledges receipt and accepts the General Terms and Conditions of Interparking which appear in Appendix 2 of the present contract. The Customer undertakes to consult and, as the case may be, to accept the applicable General Conditions from the other Partners <u>before</u> requesting the provision of the Service by the concerned Partner. Servipark declines any liability with regard to the Services, particularly concerning their availability, quality and price. If the Customer has a comment or a complaint with regard to the provision of a Service, they should address them directly and exclusively to the concerned Partner.

- **3. Delivery of the Card**: Delivery of the Card is subject to receipt by Servipark of confirmation from the Customer's banking institution and acceptance of the mode of payment. The Card will be delivered after receipt of SEPA domiciliation.
- **4. PAYMENT FOR THE SERVICES:** Servipark will invoice the Customer monthly for the amount of the Services consumed. Payment for the Services, by way of the Card, is made by banking domiciliation from the account indicated by the Customer. If they wish to end that domiciliation, the Customer must inform Servipark thereof in advance by registered letter. Use of the Card will be suspended in the event of revocation of the domiciliation.

The Customer has access every month to their monthly statement on the secure part of the site www.pcard.be after using their log-in and password.

5. TERM OF THE CONTRACT: Notwithstanding the following paragraph, the Contract enters into force on the date of its signature and is concluded for an indefinite term. Each party may terminate it at any time by sending the other party written prior notice of one month by registered letter.

The Contract ends if the Customer does not fulfil their contractual obligations or provides inaccurate information or even in the case of fraudulent or abusive use of the Card, after notice of default sent by registered letter remains unheeded for 15 days. Furthermore, in the case of fraudulent or abusive use, Servipark reserves the right to suspend use of the Card with immediate effect. In that case, it informs the Customer thereof in writing.

6. RIGHT OF RETRACTION: The Customer who has concluded the present contract from a distance and **for private purposes** has a period of 14 days in which to retract, without charge and without having to give grounds. Such retraction period expires 14 days after the date on which the contract was concluded. The decision to retract must be notified to Servipark by unambiguous written declaration, sent either by letter or by fax or by email. The Customer may use the retraction form template appearing **here**.

The Customer expressly requests to be able to benefit from the Services before the expiry of the retraction period. If the Customer retracts during the aforementioned period of 14 days, he agrees to pay for the Services for which he used the Card until the time when he validly informed Servipark of the exercise of his right of retraction.

In the event of retraction, the Customer is obliged to return the Card to Servipark, either by lodging it at Servipark's registered office or by sending it by post to Servipark's registered office, postal costs being borne by the Customer.

7. APPLICABLE LAW AND COMPETENT TRIBUNALS: The Contract is governed and interpreted in accordance with Belgian law. Any dispute in relation to its conclusion, its execution and/or its interpretation is within the exclusive competence of the Courts and Tribunals in Brussels.

Servipark S.A. (operating the PCard+) and Interparking S.A. (operating the car parks) will provide me with information on their products and services, in accordance with the law. I may object by ticking this box \Box .

I agree to receive marketing communications from the partners of Servipark and Interparking \Box .	
Signed in, on	., in two copies, each party acknowledging receipt of their own.
For Servipark,	For the Customer,

Appendices:

- 1. General Terms and Conditions of Servipark.
- $2.\ General\ Terms\ and\ Conditions\ of\ Interparking\ and\ its\ subsidiaries.$
- 3. List of Cards

APPENDIX 3: List of Cards

List of Cards associated with the "P Card - Private Plus" Contract No WEB0000001

CARD No 1:		
CARD USER:		
Name:	Forename:	
VEHICLE ASSOCIATED WITH THE CARD:		
Registration Number:		