

Business Dashboard Agreement

General Provisions



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DEFINITIONS

For the application of this Business Dashboard Agreement – General Provisions, the terms written with a capital letter have the following meanings. The definitions may be used without distinction in the singular or plural form.

Administrator

The User that is designated as Administrator, either in the Application Form for the Service or digitally. The Administrator of a Service also has authority to act as the Administrator of the entire Dashboard. In addition to the powers assigned to him/her in the Business Dashboard Agreement or Application Contract, the Administrator is authorised to perform the legal acts, and carry out the tasks, referred to in Section 7 of the Application Form. A User that is a company department cannot act as Administrator.

Agent

The legal representatives and agents holding power of attorney for the Customer(s).

Agreement

The Business Dashboard Agreement comprises :

- the Application Form
- the General Provisions
- an Application Contract for each Service
- the Special Provisions
- the Security Conditions
- the product and service pages to which reference is made in the Agreement ;

and all amendments and additions that may be agreed in writing between the Parties at a later time.

Application Contract

The part of the Business Dashboard Agreement that applies to each Service received and in which the User(s) and their authorisations and the chosen Security are stipulated together with the Special Provisions of application.

Application Form

The part of the Business Dashboard Agreement which is signed by the Customer(s) and which identifies the contracting parties, the specific Services received and the applicable contractual conditions.

Authorisation

The authorisation form which must be signed by the Associated Company (Principal) and which authorises the Customer(s) (Agent(s)) to use the Service in question in its name and for its account.

Bank

CBC Banque SA, with registered office at Grand-Place 5, 1000 Brussels, Belgium, FSMA 017588 A, RLP Brussels, VAT No. BE 0403.211.380, including its foreign branches, and each banking subsidiary of the KBC group and/or its legal successors, both general successors and successors in universal title.

Communications Centre

A secure electronic channel within the Dashboard for the exchange of messages and documents between the Customer(s) and the Bank and/or the Insurer. The Communications Centre has a task, messaging, documents (Doccle) and reporting function.

Customer

Every legal and natural person that signs an Agreement in its professional capacity with the Bank and/or the Insurer for the use of one or more Services and the Dashboard Functionalities.

The Main Customer

The Main Customer also known as Main company is the Customer that is able in the name and for the account of the Customer(s) to engage in the acts set forth in the Application Form ('administrative acts') and to appoint the Administrator(s). In turn it authorises the Dashboard Administrator to carry out the administrative acts in its name and for its account.

Dashboard

The business portal providing access to the Services and the Dashboard Functionalities.

Dashboard Functionalities

The functionalities that are assigned directly at the Dashboard level and which form part of the Agreement. A complete list of the Dashboard Functionalities and a description of the key features and the fees payable (where applicable) may be consulted at any time on the CBC website : <http://entreprenre.cbc.be/regulations>.

Doccle:

An online service where information such as, but not limited to, data files, documents and messages can be stored. The service is provided by Doccle CBVA, with registered office at Buro & Design Center, Heizel Esplanade, box 65, 1020 Brussels.

Documents issued to Customers by the Bank and Insurer are stored in Doccle and are also always available through the Communications Centre. Customers do not need to open a Doccle account to access documents this way.

Customers wanting to create a Doccle account need to accept Doccle's terms and conditions of use: www.doccle.be/tnc-en.

Device

The mobile device needed by the User to work with a given app. The requirements that the Device must meet are summarised in the Technical Requirements.

Force Majeure

Every event over which a Party has no reasonable control, including but not limited to a general strike in public services, war, riot, electricity failure, government order, fire and storm damage.

General Provisions

The Business Dashboard Agreement – General Provisions which apply to all Services and to the Dashboard Functionalities, unless expressly stipulated otherwise in the Special Provisions.

Insurer

KBC Insurance NV, an insurance company established in Belgium with registered office at Prof. Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, RLP Leuven, VAT No. BE 0403.552.563.

Intellectual Property Rights

- Trademarks, service marks, trade names, logos, domain names, patents, rights to inventions, drawings, copyrights including to computer programs and software, rights to display methods and layout, database rights, rights to goodwill and know-how, in all cases irrespective of whether or not these are registered ;
- Applications for registration and renewal and the right to apply for registration and renewal of any of these rights ;

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- All other intellectual property rights and similar rights and forms of protection worldwide.

KBC group

KBC Group NV and its direct and indirect subsidiaries and their branches, intermediaries and agents, both within and outside the European Union.

Means of Access and Signature

The required means by which the User (i) is authenticated and gains access to the Services and the Dashboard Functionalities ; and/or (ii) is able to sign Orders and for which the User has either signed a contract with CBC or has been designated as an authorised User by the Customer(s). A list of these Means of Access and Signature can be viewed at <https://entreprenre.cbc.be/security>.

Order

Each instruction or order from the Customer(s), initiated via a Service, to carry out a payment transaction, to carry out a payment instruction not falling within the definition of a payment transaction, to execute transactions in financial instruments (shares, bonds, etc.), or to carry out any other banking or insurance transaction, and each request for or acceptance of a contract for banking and insurance services.

Parties Concerned

The Customer(s), Agents and Users.

Party

The Bank, the Insurer or the Customer(s), together referred to as the Parties.

PSN

The register in which all Customers identified by the Bank and the Insurer are entered.

Security Terms & Conditions

The terms and conditions which apply to the Security :

- either the Business Dashboard Agreement – Security Conditions ;
- or the use of the Isabel card, de 'General Terms and Conditions Isabel Products' and the 'Special Terms and Conditions Isabel6', as well as the Certification Practice Statement (CPS) and the applicable Isabel Certificate Policies, available on the website www.isabel.eu. For the application of these General Provisions, the Isabel card is defined as an electronic signature based on a prior registration and the issuing of one or more certificates by Isabel NV, Keizerinlaan 13-15, 1000 Brussels, Belgium, acting in the capacity of certification authority. To obtain an Isabel card, the Customer(s) must sign a separate 'Isabel subscription request' with Isabel NV.

Services

The present and future digital applications which form part of the Agreement. A list of these Services can be viewed at <http://entreprenre.cbc.be/regulations> and on the Application Form.

Special Provisions

The provisions applying to a given Service and that prevail over the General Provisions in the event of disparity.

Technical Requirements

The technical, system and security requirements which must be met by the Customer(s) and/or the User, their computer (for the browser applications) or Device, as stated on the Application Form with a link to the website.

User

The natural person (or, depending on the Service, department) authorised by the Customer(s) or the Administrator to make full or partial use of one or more Services and/or the Dashboard Functionalities.

Administrative Acts

Legal acts not dependent on any power of attorney. A list of these Acts is set out in Section 7 of the Application Form.

Information

Information that is offered on the Business Dashboard in the form of widgets, such as, but not limited to, stock price information.

Comfin Touch

KBC Commercial Finance NV, with registered office at Havenlaan 6, B-1080 Brussels, and company number RLP VAT BE 0403.278.488.

GENERAL PROVISIONS

Art. 1 Services and Dashboard Functionalities

1.1 Offering of the Service and the Dashboard Functionalities

The Bank and the Insurer will decide autonomously which Services and Dashboard Functionalities they offer to the Customer(s) via the Dashboard.

The Customer(s) submit(s) an application to use one or more Services by signing the Application Form. The application to use a Service is made by the Administrator either by signing an Application Contract or digitally. The Bank and the Insurer reserve the right to assess each application for use of a Service and may reject such applications as they see fit without giving their reasons.

If the Bank and/or the Insurer agree to provide their respective Service(s) and the Dashboard Functionalities to the Customer(s), the Customer(s) may make use of this/these Service(s) and the Dashboard Functionalities, provided the provisions of these General Provisions, the Security Conditions and the applicable Special Provisions have been met.

1.2 Availability and blocking of access to the Service and the Dashboard Functionalities

The Bank and the Insurer guarantee to the best of their ability access to and the functioning of the Dashboard and the respective Services offered by them and the Dashboard Functionalities.

The Bank and the Insurer reserve the right to amend the Agreement, the Service(s) and the Dashboard Functionalities at any time, for example by adding new or suspending Services or Dashboard Functionalities, or by amending the number of modules or functionalities within a Service.

The Bank or the Insurer will inform the Customer(s) in advance of any such amendments if :

- it has a legal duty to do so ; or
- this has been agreed in the Special Provisions applying for a Service ;
- the amendments could have a negative impact for the Customer(s), for example in the event of the suspension of a Dashboard Functionality, a Service, a module or a functionality within a Service.

Notification of the amendments will take place in the manner as determined in Article 13.5 of these General Provisions.

Unilateral amendment or suspension will not give the Customer(s) a right to claim damages or a refund of any fees paid.

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The Bank and/or the Insurer may block access to the Dashboard or restrict access to certain Services for objectively justified reasons relating to the security of the Dashboard or the Service, including but not limited to (suspected) non-compliance with the security instructions and suspicion of non-permitted or fraudulent use of the Means of Access and Signature .

In such cases, the Bank and/or the Insurer will inform the Customer(s) if possible prior to the blocking or restriction of access, or immediately thereafter, in the manner as specified in Article 13.5. This notification is not required if this would be in conflict with objectively justified security considerations or is prohibited under applicable legislation.

Access will cease to be blocked or restricted as soon as the reasons for doing so no longer exist.

1.3 Arrangements for the use of the Service and the Dashboard Functionalities

The Customer(s) undertake(s) to use the Service and the Dashboard Functionalities with all due care, for legitimate purposes and in accordance with the Agreement.

The Customer(s) undertake(s) to notify the User(s) of all obligations into which it (they) has (have) entered under this Agreement, to advise them of the obligations with which they will have to comply and of the fact that it (they) will oversee compliance with those obligations. The Customer(s) is (are) responsible for the correct use of the Service(s) and the Dashboard Functionalities and for compliance with the Agreement by the User(s).

Art. 2 Users

2.1 Designation of User(s) and assigning of the Means of Access and Signature

The Chief Customer designates the Administrator(s) for those Services identified in Section 4 of the Application Form.

The User(s), including the Administrators, are designated in the Application Contract for the Service or (depending on the Service) in the digital application itself.

The Customer(s) acknowledge(s) and accept(s) that each Administrator designated in the Application Contract, in addition to their specific role as Administrator of the Service, also has access to the Dashboard and may separately act as Administrator of the entire Dashboard, and is authorised by the Customer(s) to :

- i. add or delete a User or Users from the list of users of a Service and/or the Dashboard Functionalities ;
- ii. determine which User is given access to which Service and which Dashboard Functionalities ;
- iii. assign, request and/or amend the Means of Access and Signature for Users and User departments that have been completely identified and registered in PSN.

The granting of specific authorisations to a User within a given Service (use of specific modules and functionalities, signatory authority, etc.) takes place within the Application Contract or the digital application itself.

The Customer(s) acknowledge(s) and accept(s) that, in addition to the specific role of each Administrator designated in an Application Contract or within the digital application itself as an Administrator of a Service, they also have access to the Dashboard and may act separately as the Administrator of the entire Dashboard, and are authorised by the Customer(s) to contract the legal acts set out in Section 7 of the Application Form.

The Customer(s) guarantee(s) that the Users are sufficiently experienced and skilled and are also authorised to use the Service and/or the Dashboard Functionalities.

2.2 Identification of Users and other Stakeholders

2.2.1 Identification

The Bank and the Insurer are required pursuant to the Belgian Law of 11 January 1993 concerning the prevention of the use of the

financial system for money laundering and the financing of terrorism, or equivalent legislation applying in jurisdictions where its branches are located outside Belgium, to identify both Customer(s) and its/their Agent(s) and to verify their identities.

Identification and verification of the identity of the Customer(s) and their Agents is done upon commencement of the Customer relationship or in accordance with the Bank's or Insurer's general terms and conditions, as the case may be.

Identification and verification of the identity of Users is done for each Service in the relevant Application Contract or through the digital application itself.

Unless expressly stipulated otherwise in the Special Provisions, the Parties Concerned may only make use of a Service and the Dashboard Functionalities after they have been identified by the Bank¹ or the Insurer.

¹For CBC Banque SA these are the General Banking Terms and Conditions of CBC Banque SA,

and for KBC Bank branches outside Belgium, the general banking terms and conditions which apply to accounts held at the KBC Branch concerned.

2.2.2 Cooperation of the Customer(s)

In order to meet the statutory obligations imposed on the Bank and the Insurer, the Customer(s) will lend its/their full cooperation in relation to the provision of the necessary information and documentation for the purposes of identification, verification and authorisation. To this end, the Customer(s) give(s) an undertaking that all Parties Concerned will lend their cooperation with a view to such identification, identity verification and authorisation.

The Customer(s) will maintain an up-to-date list of Users. The Customer(s) will notify the Bank and/or the Insurer immediately of every change to this list of Users.

The Customer(s) give(s) an undertaking that all information and documents submitted are complete, accurate and correct.

Art. 3 Technical Requirements

The Customer(s) has (have) access to the Service via the Dashboard as stated on the Application Form.

The Customer(s) declare(s) that it (they) has (have) a computer or Device that complies with the most recent version of the Technical Requirements, which can be consulted on the webpage referred to on the Application Form.

The Customer(s) undertake(s) to consult this website on a regular basis in order to remain up to date with all the latest changes to the Technical Requirements, and to comply strictly with them. In the event that the Customer(s) is (are) unable to comply with the amended Technical Requirements, it (they) may cancel the Agreement with immediate effect and at no cost before the new Technical Requirements come into effect.

Art. 4 Validity of obligations established via a Service or a Dashboard Functionality

The Customer(s) expressly waive(s) all rights to contest the validity of an undertaking established via a Service and/or Dashboard Functionality and in accordance with the General Provisions, the Security Conditions and the Special Provisions, purely on the grounds of the fact that the undertaking was established via the aforementioned Service or Dashboard Functionality, and therefore electronically.

Art. 5 Effective date, duration and termination of the Agreement

5.1 Duration and effective date

The Agreement is entered into for an indefinite period and will come into effect at the moment that the Bank and/or the Insurer, respectively, sign(s) the Application Form bearing the signature(s) of the Customer(s).

5.2 Termination

5.2.1 Termination of the Agreement and termination of a Service

The termination of one or more Services by the Bank, the Insurer or the Customer(s) does not imply that the other Services under the Agreement will be terminated.

The termination of the entire Agreement by the Bank, the Insurer or the Customer(s) automatically means that the Application Contracts relating to all Services will be terminated.

The Bank and the Insurer reserve the right to terminate the entire Agreement with or without prior notice if the Customer(s) cease to make use of the Business Dashboard for a period of 12 consecutive months or longer.

5.2.2 Termination with notice by the Customer(s) and the Bank/the Insurer

5.2.2.1 Except where stated otherwise in the Special Provisions, either the Customer(s) or the Bank or Insurer or both together **may cancel the Service in whole or in part**. The Customer(s) accept(s) that notice of termination of the Service by the Bank, Insurer or both can be sent to the Administrator(s) of the Service.

The whole or partial termination of an Application Contract for one or more Services by one or more Customers may be effected by a Administrator, with due observance of the periods of notice specified in the Application Contracts.

Except where stated otherwise in the Special Provisions, notice of termination will be made in writing in the manner as specified in Article 13.5. The notice of termination will contain the date on which the Agreement or Service is to end.

In the event that the Application Contract was signed by several Customers, termination by one Customer will not result in termination of the Service for the other Customers (joint contracting parties). The Application Contract is severable between the Customer(s).

5.2.2.2 Both the Customer(s) and the Bank and/or the Insurer may terminate **the Agreement** in whole or in part subject to a period of notice of at least one month. The Customer(s) accept(s) that termination of the Agreement by the Bank and/or the Insurer may be addressed to the Administrator(s).

Termination of the whole of the Agreement or partial termination of the Agreement for one or more Customers may be effected by a Dashboard Administrator.

Termination is effected in writing in the manner as specified in Article 13.5. The notice of termination contains the date on which the Agreement or the Service ends.

In the event that the Agreement was signed by several Customers, termination of the Agreement by one Customer will not result in termination of the Agreement for the other Customers. This Agreement has been entered into *intuitu personae* in the name of the Customer(s).

Termination of the Agreement by the Bank will also serve as termination by the Insurer, and vice versa.

5.2.3 Immediate termination by the Bank and/or the Insurer

The Bank and/or the Insurer have the right to cancel the Agreement in whole or in part with immediate effect, without prior

notice of default or judicial intervention, in the following circumstances.

- i. if confidence in one or more Customers has been seriously impaired ;
- ii. if the Customer(s) or the User(s) fail(s) to observe the security and/or identification procedures ;
- iii. in the event of serious breach of contract by the Customer(s) or the User(s) ;
- iv. in the event of actual or suspected fraud on the part of one or more Customers ;
- v. in the event that one or more Customers :
 - a. is wound up (other than as a result of a consolidation, merger or acquisition) ;
 - b. is declared insolvent or is unable to pay its debts, or acknowledges in writing that it is generally no longer able to pay its debts when these become payable ;
 - c. is declared bankrupt ;
 - d. is subject to an event which under the applicable laws of any jurisdiction has the same consequences as the events referred to under (1) to (3) inclusive.

Art. 6 Liability and Force Majeure

6.1 Liability of the Bank and/or the Insurer

The Bank and/or the Insurer will make all necessary efforts to execute the Agreement to the best of their ability for each of the Services and the Dashboard Functionalities that they respectively offer. Neither the Bank nor the Insurer guarantee any result.

Unless otherwise stipulated, information provided through Business Dashboard (such as stock prices) is not legally binding. The Bank/Insurer does its utmost to provide regular information updates but cannot guarantee that the information or any publication thus provided reflects the very latest developments, is complete or is fit for a given purpose.

The Bank and/or the Insurer offer the Services and the Dashboard Functionalities without explicit or implicit guarantees regarding the fitness of a Service for a particular use or purpose.

The Bank and/or the Insurer will do everything possible to ensure the continuity of the Services and the Dashboard Functionalities.

They are not liable in the event that the Dashboard, certain Services or Dashboard Functionalities are temporarily unavailable due to planned or unplanned maintenance work which does not exceed a reasonable duration, or due to Force Majeure. The Bank and/or the Insurer shall inform the Customer(s) in good time of any unavailability due to planned maintenance work and its likely duration.

With the exception of the provisions set out below, the Bank and/or the Insurer will indemnify the Customer(s) for foreseeable damage that is an immediate and direct consequence of a default or negligence in the performance by the Bank and/or the Insurer, their employees, appointees or agents, of the obligations arising from this Agreement. The Bank and or the Insurer will under no circumstances be liable for the acts or shortcomings of the Customer(s) or third parties.

The Bank and/or the Insurer will under no circumstances be liable vis-à-vis the Customer(s) and the Customer(s) will indemnify the Bank and/or the Insurer for all loss which is the result of or is caused by :

- i. incompleteness or shortcomings in the designation and identification of the User(s) as referred to in Article 2 ;
- ii. problems in the relationship between the Customer(s) and the User(s) ;
- iii. any defaults or omissions in the performance of the Service or Dashboard Functionalities, if such default or omission is (partly) imputable to the Customer(s) ;

- iv. the implementation and monitoring of the powers of attorney, capability and authorisation restrictions, and the implementation and monitoring of specific transaction limits in relation to the Service and the Dashboard Functionalities, due to a defective or late provision of information by the Customer(s).

The Information that is provided is in no way binding. It will be updated regularly in order to be as up to date as practicable, though no guarantee is given to that effect. Neither the Bank nor the Insurer gives any guarantee that it is up to date, accurate, fair, complete or suitable for any given purpose. The Bank and/or the Insurer will only be liable for loss or damage resulting from accessing, consulting or using the Information where it can be successfully pleaded that they or "either of them shall have committed a wilful act or omission or gross negligence.

The Bank and/or the Insurer will under no circumstances be liable vis-à-vis the Customer(s) for indirect or consequential damage, including but not limited to loss of profit, loss of goodwill, loss of sales or contracts, loss of business opportunities, reduction of envisaged savings, reputational damage, loss of or damage to clientele, loss of or damage to data.

The Bank and the Insurer will make all necessary efforts to provide (i) an appropriate security and identification method ; and (ii) a service that is as regular and optimum as possible, provided the Customers' computer system and/or Device meet the Technical Requirements. Support in the event of technical or other problems is only guaranteed if the Customer(s) use(s) a computer system and/or Device that meets the Technical Requirements.

Neither the Bank nor the Insurer may be held liable

- i. if the regular service is interrupted as a result of technical malfunctions or disruptions in the network which are beyond the immediate control of the Bank or the insurer (i.e. the responsibility of the access provider or network manager) ;
- ii. for any loss or damage resulting from incorrect functioning of the Customers' computer system or the User's/Users' Device ;
- iii. for any loss or damage resulting from non-compliance of the Customers' computer system or the User's/Users' Device with the Technical Requirements ;
- iv. for any loss or damage resulting from the Customers' computer or Users' Device Internet connection not being (adequately) secure ;
- v. for and loss or damage resulting from changes made to the Dashboard or the Service by the Customer(s).

Unless expressly stated otherwise in this Agreement, the liability of the Bank and the Insurer will be limited to an amount of 25 000 EUR for each claim or related series of claims/events, irrespective of the form of the claim or of the loss suffered by the Customer(s). This restriction of liability will not apply to loss suffered by the Customer(s) as a result of a wilful misconduct or fraud on the part of the Bank or the Insurer, their employees, appointees or agents.

6.2 Liability of the Customer(s)

The Customer(s) is (are) liable vis-à-vis the Bank and the Insurer and will reimburse the Bank and the Insurer for all loss resulting from failure by the Customer(s) to comply with its (their) obligations pursuant to the Agreement.

Where the Customer(s) act(s) for Associated Companies, the Customer(s) will be liable vis-à-vis the Bank and the Insurer for compliance with this Agreement by those Associated Companies.

6.3 Force Majeure

Under no circumstances will a Party be liable for losses ensuing from an instance of Force Majeure as a result of which it is prevented from or delayed in performing its commitments arising from this Agreement.

Non-compliance or late compliance by a third party (e.g. a subcontractor) with its contractual obligations vis-à-vis one of the

Parties will not be regarded as Force Majeure, unless that subcontractor is effectively able to invoke Force Majeure.

If a Party is unable to perform its obligations arising from this Agreement as a result of Force Majeure, the obligations concerned will be suspended for the duration and extent of the Force Majeure. The Party in question will notify the counterparty in writing as soon as possible after the onset of the Force Majeure of the nature of the Force Majeure, the date on which it began and the implications for the further performance of this Agreement. As soon as possible after the ending of the Force Majeure, the Party concerned will notify the counterparty hereof in writing and will resume the performance of its obligations arising from this Agreement.

In the event of Force Majeure which lasts longer than three (3) months or is likely to last more than three (3) months, the Party against which the Force Majeure has been invoked will be entitled to cancel this Agreement with immediate effect by registered letter.

Art. 7 Amendments

7.1 Amendment of the Terms & conditions

The Bank and the Insurer reserve the right to amend these General Provisions, the Special Provisions and the Security Conditions.

Unless expressly stipulated otherwise in the Special Provisions, the Customer(s) will be notified of every amendment at least one month before the envisaged effective date by means of a message in the Communications Centre, the digital application itself (depending on the Service), on paper, by email or in any other appropriate manner.

If the Customer(s) do(es) not agree with the proposed amendments, it (they) may cancel the Agreement with immediate effect and at no cost before the date on which the amendment is scheduled to come into effect. Amendments will become binding for the Customer(s) if the Customer(s) has (have) not cancelled the Agreement before the date on which the amendments are scheduled to come into effect or continue(s) to use the Service.

Neither an amendment to the Terms & Conditions nor termination of the Agreement by the Customer(s) as a result of an amendment will give rise to the repayment of any fees and/or compensation paid.

7.2 Addition of new Services and Dashboard Functionalities

Whenever **new Services** are added to the Dashboard, the Customer(s) can be provided with such new Services after being sent a message via the Communication centre or in some other appropriate manner informing them of the main features and conditions and the price of the new Services:

- by signing a new Application Form or an Amendment Form;
- via an Application Contract for the Service; or
- via the Dashboard's digital application.

In the event that **new Dashboard Functionalities** are added, the Customer(s), after having been informed by a message in the Communications Centre or in another suitable manner of the principal features, conditions and price of those new Dashboard Functionalities, may make use of them.

Art. 8 Security – Means of Access

The User(s) must take all reasonable measures to guarantee the security of the Means of Access and Signature as described in more detail in the Special Provisions and in the Security Conditions. Unless expressly stipulated otherwise in the Special Provisions, the Means of Access and Signature are strictly personal and may not be passed or disclosed to third parties by the User(s), nor may they be noted on any other document in a recognisable form.

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The Customer(s) will monitor the correct use of the Means of Access and Signature by the User(s) and accept(s) full liability for the use that the User(s) make of them.

The Customer(s) and its (their) User(s) must notify the Bank and/or the Insurer of the loss, theft, falsification or any other misuse of the Means of Access and Signature assigned to it (them), and/or the loss or theft of their Device in the manner as described in the Special Provisions and the Security Conditions. Until the Bank and/or the Insurer has blocked the Service or Dashboard Functionality or has had a reasonable opportunity to do so, the Customer(s) will be fully and unconditionally liable for all unlawful and unauthorised use of the Service or the Dashboard Functionality and for the harmful or disadvantageous consequences which may ensue directly or indirectly from such use.

Art. 9 Intellectual Property Rights

All Intellectual Property Rights relating to the Dashboard, the Services, the software, the user manual, the documentation and all components which form part thereof, including but not limited to the apps, data, texts, logos, trademarks and trade names occurring in the Services, will accrue to the Bank author the Insurer, respectively, or to their third-party licensors.

The Customer(s) and the User(s) will receive personal, non-exclusive and non-transferable user rights for the duration of the Application Contract. The Customer(s) and the User(s) will refrain from any and all infringements of the aforesaid Intellectual Property Rights, and undertake to use the Services and Dashboard Functionalities exclusively as determined in this Agreement and its annexes.

The Customer(s) and the User(s) are prohibited from :

- i. making the Dashboard and the Services available to third parties, in whole or in part, directly or indirectly, at no cost or for a fee ;
- ii. copying, translating, processing, compiling the Dashboard, the Services and the user manual, or modifying them in any other way without the prior consent of the Bank and the Insurer, respectively ;
- iii. removing marks in the Dashboard or the Services and the user manual denoting the copyright (©) of the Bank or the Insurer, respectively.

Art. 10 Bank secrecy, processing of personal data and cookies

10.1 Duty of discretion

The duty of discretion protects the data of Customers. In accordance with generally applicable practice, the Bank and/or the Insurer will not disclose any information about their Customer(s) to third parties (including public authorities) except with their consent, where it has a statutory obligation to do so, in order to make an assessment before entering into an agreement, for the implementation of an agreement with the Customer(s) or where there is a legal interest.

The Customer(s) accept(s) that the Bank and/or the Insurer will also process the information they hold on legal persons associated with the Customer(s).

The Bank and/or the Insurer may share information on Customers with all other companies forming part of the KBC group, as described below in Article 10.2.3.

In addition, the Bank and/or the Insurer may process the information they hold on Customers, including information stemming from the credit relationship (e.g., their credit exposure and the Bank and/or Insurer's internal ratings) and make it available to various departments of the Bank and/or the Insurer and to all entities of the KBC group, for the following purposes :

- i. the assessment of that data, including the credit exposure to borrowers and the creditworthiness of the borrowers, the guarantors and the group of which they

form part, so that well-informed investment decisions can be taken by the borrowers, the guarantors and other companies in the group of which they form part ;

- ii. following a public issue or private placement of financial instruments by the borrower, security provider and/or another company of the group to which they belong, where the bank and/or entities of the KBC group act as arranger, lead manager, joint lead manager or co-manager. The 'internal rating' can help determine the product rating of such financial instruments.

10.2 Processing of personal data

Privacy legislation is intended to protect personal data, i.e. data of identified or identifiable natural persons.

10.2.1 General

For the general principles covering the processing of personal data supplied by the Bank and the Insurer, reference is made to the following documents :

- i. for the Bank : the prevailing general terms and conditions and/or privacy statement of the Bank (*for CBC Banque SA* : Article 1.14 of the General Banking Terms & Conditions – version 27 February 2015, and the General Privacy Statement (www.cbc.be/en/privacy) ;
- ii. for the Insurer : the insurance policies, their special and general terms and conditions as brought to the attention of and expressly accepted by the Customer(s) when entering into the insurance policies concerned, as well as the general privacy statement of KBC Insurance NV.

A number of applicable processing principles are repeated here for the processing of personal data on the contacts at the Customer(s), the User(s) or Agent(s):

- The Bank and/or the Insurer processes the personal data it has lawfully collected itself or from a third party on the Customer(s), User(s) or Agent(s), in the context of the administrative or accounting management of all services used by the Customer(s).
- The Bank and/or the Insurer may also process the personal data for the widest possible commercial purposes, including direct marketing, and may do this for the promotion of both their banking and insurance services, the administration of their public relations with the Customer(s) and for relationship banking.
- The Bank and/or the Insurer may use the personal data in order to comply with statutory obligations, for compiling statistics, for checking transactions and for the coordinated management, at group level or otherwise, of all types of risk, disputes, security and fraud, including the prevention of money laundering.
- The Bank and/or the Insurer may process personal data lawfully acquired from another KBC group entity.
- The Bank and/or the Insurer are entitled to process and to divulge to interested third parties personal information that is subject to a legal disclosure requirement. This is the case, for instance, with regard to the appointment of directors, the protesting of bills, bankruptcy, etc.

The Customer(s) declare(s) that, as the party/parties responsible for the processing (including the forwarding of personal data) it (they) has (have) furnished the required information and obtained the necessary consent of the natural persons whose personal data the Customer(s) disclose(s) to the Bank and/or the Insurer (for example, Users, representatives, contacts, ultimate beneficiaries, etc.) in accordance with the prevailing privacy legislation. The Customer(s) undertake(s) to indemnify the Bank and/or the Insurer in respect of all claims in this regard.

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10.2.2 The Business Dashboard Agreement

Specifically as regards the use of the Business Dashboard Agreement, the Bank and the Insurer will process the personal data of the contacts of the Customer(s), the User(s) and the Agent(s) which is obtained as a result of the entering into and performance of this Agreement by means of the Application Form, the use of the Service(s), the Dashboard Functionalities or in any other way, for the following purposes :

- the performance of this Agreement ;
- maintaining the Security of the Dashboard and the Service and the information submitted ;
- the administration and management of the relationship with the Customer(s) ;
- the marketing of other products of the Bank and/or the Insurer. The personal data of the User will in principle be used for the purposes of direct marketing of retail products only if the User in question has given their explicit consent for this. This consent may be withdrawn at any time.
- crime and fraud prevention (e.g. by logging).

10.2.3 Sharing of information

Unless there is a legal impediment preventing them from doing so, the Bank and/or the Insurer may (i) pass the data of the Customer(s) and the personal data to another KBC group entity within or outside Europe², or (ii) process those data and that information provided they were collected legitimately from another KBC group entity within or outside Europe³. This applies both for branches of the Bank and for other KBC group entities.

² For KBC France : only within Europe ; For KBC Germany : only after consent of the Customer

³ For KBC France : not applicable ; For KBC Germany : only after consent of the Customer

Data may be shared within the KBC group for the following purposes :

- providing efficient support to the Customer(s) by ensuring that, through the sharing of data, every KBC group entity obtains a uniform and complete overview of the Customer relationship and is able to provide commercial communications and notices about the financial services and products of the KBC group ;
- compliance with legal requirements, assessment for the purpose of entering into a contract or performance of an agreement.
- the following legitimate purposes for the Bank and the Insurer as members of the KBC group :
 - administration, (risk) management and control of the organisation and the KBC group by the management or the management and control functions (at group level), particularly determining creditworthiness, security and prevention of fraud (including money laundering) ;
 - centralised, coordinated and efficient administration or support of Customers and groups of Customers worldwide (at group level) ;
 - developing studies, (risk, marketing and other) models and processing statistics ;
 - establishing, exercising and safeguarding the rights of the Bank and/or the Insurer or the persons who may represent them (e.g. in disputes).

The companies and branches forming part of the KBC group will take appropriate measures worldwide to protect data.

The Bank and the Insurer may also pass the data concerned to third-party entities established within or outside the European Union for processing on their instructions (e.g. Isabel).

The Bank and the Insurer cannot be held liable if parties to which they pass data, in compliance with obligations imposed on them in

another country, pass information on Customers and personal data to the local authorities.

10.2.4 Rights

Every relevant natural person – representative, User or Agent – has the right under the terms of the privacy legislation to view the personal data that is processed about them. The natural person concerned may submit a written request for incorrect information to be corrected or for information that should not be kept to be deleted. Finally, these natural persons may object to the use of their personal data for direct marketing purposes.

For CBC Banque SA :

Natural persons may exercise their right to access, correct or delete their personal data or to object to its use for direct marketing purposes at any CBC Banque branch.

For KBC Insurance NV :

Natural persons may exercise their right to access, correct or delete their personal data or to object to its use for direct marketing purposes at any KBC insurance agency.

10.2.5 Recording of telephone calls

The Bank and the Insurer may listen in to or record telephone conversations with the Customer(s) or their representatives for the purpose of staff training and coaching, to improve quality, security and processes and to provide evidence of Orders received from the Customer(s). The Bank and the Insurer may keep these recordings for the period that problems concerning the furnishing of proof with regard to orders may arise.

10.3 Cookies, etc.

The Dashboard and the underlying Services use cookies and similar technologies (henceforth together referred to as 'cookies') to improve the user experience for the Users. An example of such technology is Software Development Kits (SDKs).

Cookies are small files in text format that are installed on the contracting party's/parties' devices when they use the Dashboard or the underlying Services. Certain cookies are needed for the functioning of the Dashboard of the underlying Services, or to facilitate smooth communication between the device of the Customer(s) and/or the User(s) and the Dashboard or the underlying Services. Other cookies are used to improve the user experience of Users and/or to optimise the functioning of the Dashboard or the underlying Services. Among other things, the cookies record the webpages visited by Users, keep a log of (some) login details and language preferences of Users, ensure that the content of the Dashboard or the underlying Services better matches the needs of the Customer(s) and/or the User(s), etc.

The Customer(s) and the User(s) declare their agreement to the use of cookies and similar technologies. The Customer(s) and the User(s) will find more information on this :

- for the Bank : the General Privacy Statement of CBC Banque SA (www.cbc.be/en/privacy) ;
- for the Insurer : the General Privacy Statement of KBC Insurance NV (www.cbc.be/en/privacy).

Art. 11 Fees

Unless expressly stipulated otherwise in this Agreement, no fee is payable by the Customer(s) to the Bank and/or the Insurer for the use of the Service(s) or a Dashboard Functionality.

The Bank and/or the Insurer reserve the right to charge a fee at any time, and to amend the amount of any such fees during the term of the Agreement.

The Customer(s) will be notified in advance of any charge or amendment of fees. The Special Provisions may stipulate a period within which this notification must take place. If the Customer(s) do(es) not agree with the fee charged, it (they) may cancel the Agreement in accordance with Article 5 of these General Provisions.

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In the event that a fee is charged, the following rules will apply :

- All amounts are exclusive of VAT ;
- All invoices are payable 30 days after the date of the invoice (due date).
- In the event of a dispute concerning an invoice amount, the Customer(s) must pay the undisputed portion of the invoice amount before the due date ;
- In the event of failure to pay on time, the Customer(s) will be liable, without notice of default, to pay default interest on the outstanding amount equal to the statutory interest rate as specified in the Law of 2 August 2002 concerning the prevention of payment arrears in commercial transactions.

Art. 12 Helpdesk

The Customer(s) and the User(s) may contact the helpdesk in the event of problems relating to access to and the functioning of the Dashboard and use of the Services. The contact details of the helpdesk may be found on the website as referred to on the Application Form.

Art. 13 Final provisions

13.1 Proof

13.1.1 *Signing of Orders*

Unless expressly stipulated otherwise in the Special Provisions, all Orders initiated within a Service or Dashboard Functionality must be signed by the authorised User(s) using their Means of Access and Signature or, depending on the Service or Dashboard Functionality, confirmed using an 'OK' button. The legal representatives can sign certain Instructions and documents in the manner and within the limits described in Article 13.2 of these General Provisions.

The Customer(s) acknowledge(s) that the Means of Access and Signature constitute an electronic signature that satisfies the legal requirements concerning accountability and integrity of the content of the Order.

Except where stated otherwise in this Agreement, the Customer(s) acknowledge(s) the validity of all Orders initiated via a Service or Dashboard Functionality and executed by the Bank and/or the Insurer and signed using the Means of Access and Signature of the authorised User(s) or confirmed by means of an 'OK' button (where applicable). These constitute valid, sufficient proof of the Customers' consent to the existence and content of the Order.

13.1.2 *Electronic messages*

The Parties hereby agree that the communication which takes place between them via electronic messages (e.g. e-mail, fax, Communications Centre) will have the same validity and evidential value as original written messages which have been signed manually.

The Parties expressly agree that electronic messages and the printing thereof on paper carriers will be admissible as evidence for the courts and will constitute proof of the facts and legal acts contained therein.

The Customer(s) expressly waive(s) all rights to contest the validity or proof of commitments entered into on the basis of an electronic message purely on the grounds that they have been established by electronic means.

The Bank and the Insurer may reasonably assume that the electronic message has originated from the Customer(s) (for example on the basis of the fax number or e-mail address) and the message received by the Bank and/or the Insurer will serve as proof of receipt by the Bank and/or the Insurer and as proof of the date and of the content.

The Bank and the Insurer will accept no liability whatsoever for the consequences ensuing from loss, delay or errors arising during the

transmission of the message, with the exception of proven deliberate act or omission on their part.

The Customer(s) will bear full responsibility for the risks attached to its (their) own equipment and more specifically for the risks of unauthorised access, modifications, destruction or loss of the message/during the transmission process. Any and all loss/damage arising therefrom will be borne entirely by the Customer(s).

13.2 Electronic signature by legal representatives

Customers recognise that each legal representative can sign certain Instructions and documents :

- using the 'Sign digitally' feature on the Dashboard and the Means of Access and Signature Tools assigned to them under the terms of this Agreement ; or
- under certain terms and conditions, using the signing feature provided in their personal channel for online or mobile banking and the Means of Access and Signature Tools assigned to them there in accordance with the applicable regulations.

Customers recognise that :

- the Means of Access and Signature Tools assigned to legal representatives in the framework of their personal channel for online or mobile banking constitute an electronic signature that satisfies the legal requirements concerning accountability and integrity of the content of the contract ;
- the legal validity of all Instructions signed using said Means of Access and Signature Tools. These constitute valid, sufficient proof of Customers' consent to the existence and content of the Instruction.

Customers recognise that, whenever legal representatives sign an Instruction in their personal channel for online or mobile banking, a copy of the signed Instruction or document will be sent to the inbox of the relevant legal representative(s).

13.3 Governing law

This Agreement is governed by the laws of Belgium.

13.4 Disputes

In the event of a dispute regarding this Agreement, the Parties will first attempt to reach an amicable settlement. In the event that an amicable settlement is not possible, the Parties will submit their dispute to the courts of Brussels.

13.5 Notifications

Unless expressly stipulated otherwise in the Special Provisions, all notifications, including but not limited to notifications by the Bank and/or the Insurer of amendments to the Agreement, may be sent by electronic means.

The Parties acknowledge that, where a notification must be made in writing, a notification sent by fax, e-mail or any other means of telecommunication, such as the Communications Centre, which results in a written document on the part of the addressee, will be deemed to constitute a written notification.

The notification will take effect from the moment that it is received in one of the aforementioned forms.

The Parties may not dispute the validity of a notification only on the basis of the fact that it was sent electronically.

Notifications to the Bank and/or the Insurer and to the Customer(s) will be sent to the address stated on the Application Form.

The Parties reserve the right to amend their addresses for the purpose of notifications. The other Party will be notified of any such change before it comes into effect.

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13.6 Transfer of rights

The Agreement is entered into *delectus personae* as regards the Customer. Customers may not transfer their rights and obligations arising from the Agreement to third parties without the prior, written consent of the Bank and/or the Insurer.

The Bank and the Insurer reserve the right to assign their rights and obligations under the Agreement to another KBC-group company.

13.7 Communications Centre

13.7.1 *Notifications, information and marketing communications*

Unless expressly stipulated otherwise in the Special Provisions, each Customer may receive notifications, information and marketing communications, with or without appendices, sent by the Bank and/or the Insurer specifically for that Customer, via the Communications Centre.

The Customer(s) accept(s) receipt of notifications, information and marketing communications in this manner and undertake(s) to consult non-marketing communications regularly, and at least once every 14 days.

13.7.2 *Communications from the Customer(s)*

The Customer(s) may send communications, with or without appendices, to its (their) contact(s) at the Bank or the Insurer via the secure environment of the Communications Centre. The Customer(s) acknowledge(s) that these communications are not signed with an electronic signature. The Customer(s) accordingly undertake(s) not to submit any Orders via the Communications Centre.

If the Customer(s) send(s) a communication to a contact at the Bank or Insurer, this communication may be read by several employees, to ensure that it receives a reply even if the contact is absent.

13.7.3 *Customer documents*

Customers preferring digital communication and indicating that choice can access their documents through the Communication Centre. Their documents are stored in Doccle.

13.7.4 *Record keeping*

Communications from the Customer(s) in the Communications Centre will be kept for one year., and documents for seven years. If the Customer(s) wish(es) to retain them for a longer period, it (they) must save them to a permanent carrier of its (their) own.