Add one bank for User(s) in an Isabel 6 subscription[1]

To be provided to the bank to be added once properly filled in and signed

Customer information

(Company) name: ....

Unique enterprise number (UEN): ....

(hereinafter referred to as "Customer")

Isabel 6 subscription-ID: 5- ☐☐☐☐☐☐☐

First and last name of the User(s) for which one bank needs to be added:	Isabel 6 user-ID:
1	**5-** ☐☐☐☐☐☐-☐☐☐-☐☐
2	**5-** ☐☐☐☐☐☐-☐☐☐-☐☐
3	**5-** ☐☐☐☐☐☐-☐☐☐-☐☐
4	**5-** ☐☐☐☐☐☐-☐☐☐-☐☐
5	**5-** ☐☐☐☐☐☐-☐☐☐-☐☐

Name of the bank to be added for the above-mentioned User(s): ....

Executed in ……………………………………………. (city) on ………………………………………… (date)

For the Customer

Signature of a legally authorized representative:

_____

Name:

Function:

For the bank

Signature of a legally authorized representative:

_____

Name:

Function:

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[1] **Please fill in <u>one "Add Bank" template per bank</u> to be added.**

FOXE 3657-5 1/1/2015

Belfius

Belfius Bank SA/NV
Place Charles Rogier 11 - 1210 Brussels
Tel. + 32 2 222 11 11 - www.belfius.be
RPM Brussels VAT BE 0403.201.185

Managing Belfius accounts via Isabel

You can complete and save this document electronically.
Return the document to:
For RCB customers (managed via branches): Isabel@belfius.be
For PCB customers: ServicingPCB@belfius.be

The requestor

name

street

postal code   locality

company number
BE

e-mail

validly represented by

last name

first name

position in the company

tel.

For the Isabel subscription: 5 - ☐☐☐☐☐☐☐

The applicant would like to link the Belfius Bank accounts to (a) user(s) with the following user parameters:

(1)   The user wishes to receive account information: this information is made available via Isabel (visualisation and print)
(2)   The user wishes to receive CODA statements: the account statements are made available in encrypted form for the sole purpose of exporting them to the accounting package. Belfius activates the CODA files only if the customer has signed up for the 'export account information' module in Isabel.

When activating a power of attorney on a business account for the Isabel user, Belfius Bank automatically adds this account.

☐ **Please tick here if you do not want business accounts to be added automatically to the subscription.**

Name of cardholder	Isabel User-ID	Account info (1)	Coda (2)
	5 - ☐☐☐☐☐☐☐ - ☐☐☐ - ☐☐	☐	☐
	5 - ☐☐☐☐☐☐☐ - ☐☐☐ - ☐☐	☐	☐
	5 - ☐☐☐☐☐☐☐ - ☐☐☐ - ☐☐	☐	☐
	5 - ☐☐☐☐☐☐☐ - ☐☐☐ - ☐☐	☐	☐
	5 - ☐☐☐☐☐☐☐ - ☐☐☐ - ☐☐	☐	☐

Belfius account numbers

IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐   IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐
IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐   IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐
IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐   IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐
IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐   IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐
IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐   IBAN ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐ - ☐☐☐☐

In the event of the user above not having authority for the account(s) in question, the requestor grants Belfius Bank permission, based on this document, to send the account statements to this user.

The "General terms and conditions for the use of Isabel at Belfius Bank" apply to this agreement. The customer declares that he/she/it has received a copy of the aforementioned general terms and conditions, and accepts them.

For the accounts mentioned above, the applicable rules (general terms of business, limits, authorities, etc.) for using the accounts in question shall apply.

Date	Signature(s) of the customer(s)	C.I. ☐☐☐☐☐☐
☐☐☐☐☐☐☐☐	Name/Forname	Agent signature

FOXE 3494-5 1911

Article 1 – Subject and contractual context

These general terms and conditions for the use of Isabel at Belfius Bank contain the rights and obligations of Belfius Bank NV (referred to below as "Belfius Bank") and the Customer who signed the document "Isabel Subscription Application" regarding the use of the main banking applications of the Isabel Software for accounts at Belfius Bank, both for the multibank and single bank modules offered via Belfius Bank. The term 'Isabel Software' is understood to mean: the multibank application that enables the Customer to manage the banking products held by him/her/it. The present time, the "Isabel Business Suite 5.0" program is used, but the terms of these general terms and conditions will also apply to future versions of the Isabel Software.

The Isabel Software is operated by Isabel NV, 13-15 Keizerinlaan, 1000 Brussels, VAT BE 0455.530.509 and RLE Brussels.

Belfius Bank offers its Customers the ability to exchange information and instructions between the computer systems of the Customer and Belfius Bank. This exchange take place via the Isabel telematics system, which is provided by a third party, namely Isabel NV, and on the terms agreed between the Customer and Isabel NV.

Isabel can also be used from other countries on the same terms as its use in Belgium, on condition that the Customer has at least one bank account at one of the Belgian branches of Belfius Bank.

The contractual relationship between the Customer and Isabel NV is managed by the following documents:
general/special terms and conditions of the Isabel contract "Certificate", special conditions "Software", Isabel list of charges, and the Isabel technical system requirements.

The applicable General Terms of Business continue to apply in full insofar as they are not departed from in one of the following documents:
- the general terms and conditions for the use of Isabel at Belfius Bank;
- the document "Isabel subscription application";
- the contract between the Customer and Isabel NV;
- any attachments and annexes to these documents.

Belfius Bank reserves the right to adapt or modify these general terms and conditions at any time. Any adaptations or modifications to these general terms and conditions will be notified individually to the Customer at least two months before they come into effect, in writing or on a durable medium that is accessible for the Customer. The Customer has a period of two months following the aforementioned notification by the Bank to the Customer, during which time he/she/it may terminate the agreement at no cost. In the absence of such termination by the Customer, the adaptations or modifications will be deemed accepted by the Customer.

Subject to mandatory statutory provisions, the period mentioned above will not apply in the event of a change to the debit percentage rate. In such a case, the Customer will be notified by the fastest possible means about the change. This change will become enforceable vis-à-vis the Customer from the time the notification is made by the Bank to the Customer. Nevertheless, the Customer shall have a period of two months during which he/she/it may again terminate the agreement at no cost.

The Customer may at all times, simply by requesting it, obtain a copy of these General terms and conditions for the use of Isabel at Belfius Bank, free of charge (either from a branch or from www.belfius.be).

Article 2 – Users

Access to the services that Belfius Bank offers via the Isabel system is gained by signing the document "Managing Belfius accounts via Isabel". When signing, the Customer will submit to Belfius Bank the names of the individuals who have permission to use the system ("Users") and what their authorities are in the context of such use. This list of individuals who have access may be modified subsequently by the Customer in accordance with the terms of this agreement.

Those persons who have authority for the electronic management of one or more accounts may conduct all transactions set out in the authority on condition that their authority has not been withdrawn by registered letter or by way of the proper documents and procedures made available by Belfius Bank.

Belfius Bank is deemed to have received the aforementioned registered letter on the third banking day after date on the postmark. Belfius Bank can also only be held liable from that date for the execution of orders given by persons with authority.

Nonetheless, orders signed with the electronic signatures of individuals who were still persons with authority at the time of the charge or notification of the electronic signature to Belfius Bank and these orders were to be executed at a time when the withdrawal of the authority had already taken effect, will still be carried out by Belfius Bank in the event of the Customer having not cancelled the orders in writing, or if Belfius Bank could not have reasonably acted upon said cancellation.

The Customer undertakes not to grant access to the Isabel system to persons other than those who have been identified as Users on the form provided for that purpose.

Article 3 – Obligations of the party

3.1 Obligations of Belfius Bank

3.1.1. Execution and availability of the service

Except in the event of its own fraud or gross negligence, Belfius Bank will not be liable for any interruption to the service or for any violation of the regularity of the system, such as, but not restricted to:
- defects, disruptions or anomalies to the electricity or telephone network;
- technical problems with the computer equipment (both hardware and software) that is under the control of the Customer or Isabel NV;
- misuse by the Customer or as the result of modifications made by the Customer to the software or data provided by Belfius Bank or Isabel;
- actions by third parties or other foreseen or unforeseen circumstances that directly or indirectly hinder the normal use of the service;
- delays in the execution of transactions;
- the interrupted or defective operation of the Isabel system that is under the control of a third party, specifically Isabel NV;
- the spread of a virus, regardless of the way in which this takes place.

Belfius Bank may interrupt the service temporarily for maintenance purposes or to make adaptations and/or improvements. Wherever possible, Belfius Bank will notify the Customer beforehand of any interruptions.

Belfius Bank is not liable for errors/omissions in information that Belfius Bank receives from third parties and which is disseminated as such. Belfius Bank is not responsible for advice provided on the basis of incorrect data passed on by the Customer.

Belfius Bank reserves the right to make any modifications to the services that Belfius Bank provides via the Isabel system, should such changes appear necessary or of value for the proper operation or security of the product.

In all cases where Belfius Bank may be held liable, this liability is restricted to any actual damage suffered by the Customer himself/herself/itself. This liability in no way extends to indirect and/or derivative damage, such as any losses that might have been avoided, or loss of profit.

3.1.2. Terms of use and security

All instructions for the transfer of funds or values that are transmitted by individuals who have identified themselves using identification measures to the Customer or his/her/its authorised agents on the Isabel system after the standard electronic signature procedure may be considered by Belfius Bank as orders validly lodged by the Customer or his/her/its Users.

For a detailed description of electronic signatures and the procedures used, please see the Isabel contract between the Customer and Isabel NV signed by the Customer and any related documents. Transfers will be processed within the usual period that applies for similar (offline) transactions.

3.1.3. Scope of electronic signatures

In the context of this agreement, transactions generated on the Isabel system will be signed using an appropriate electronic signature for the service, instead of a handwritten signature.

The Customer acknowledges that Belfius Bank may validly execute transactions signed in this way.

Belfius Bank undertakes to check the integrity of the instructions intended for it, both with regard to the authenticity of the content and the authenticity of the provenance.

Instructions passed on to Belfius Bank with one or more electronic signatures will only be executed if the means of identification used for placing the matching electronic signatures are found to be valid by Belfius Bank and belong to the authorised individuals listed in the document "Isabel subscription application" signed by the Customer.

This latter information may be modified by registered letter sent to Belfius Bank or by means of the documents and procedures made available for this purpose by Belfius Bank.

Depending on the execution date required for the orders submitted by the Customer, such orders must be lodged in good time and be signed using the electronic signature. Without prejudice to the usual requirements set for the execution of orders, execution may only be implemented once Belfius Bank has received the required electronic signature.

If, as the result of a case of force majeure or action by a third party, including technical disruptions and suspensions, Belfius Bank is not able to execute an order with electronic signature on the correct date, the Bank will notify the Customer of this as quickly as possible.

3.1.4. Privacy

The services that Belfius Bank offers via the Isabel system require the processing of the Customer's personal data, including data arising from use of the service.

Belfius Bank undertakes in processing this data to comply with all statutory requirements in relation to the protection of personal privacy. The Customer accepts that Belfius Bank and the entities of the group, as well as the companies with which the Bank is contractually bound, may use this personal data, including data relating to payment traffic, to:

- manage his/her/its accounts, investments, loans, insurance and other products,
- offer him/her/it the most appropriate financial, insurance and related services and products,
- assess the Customer relationship,
- prevent misuse, and
- to manage disputes.

The Customer may at any time object to the use of his/her/its data for direct marketing purposes. He/she/it may exercise his/her/its right of access or amendment by writing to Belfius Bank, Customer Management, Place Charles Rogier 11, 1210 Brussels, enclosing a copy for the front of his/her/its identity card. In the context of statutory or contractual obligations, Belfius Bank may report details regarding any payment arrears to the Central Database of the National Bank and/or to the Centre for the Exchange of Data about Risk run by the Business Credit Association for the purpose of assessing credit risks.

3.2 Obligations of the Customer

3.2.1. Use of the service

The Customer undertakes to use the service responsibly, in line with the rules notified to him/her/it by Belfius Bank and Isabel NV. The Customer is the sole beneficiary of the services provided by Belfius Bank via the Isabel system. Under no circumstances may the Customer pass on information to third parties in the context of his/her/its use of Isabel.

The Customer undertakes to notify his/her/its authorised agents of all undertakings into which he/she/it enters in the context of this contract and will oblige them to comply with these undertakings. The Customer remains liable vis-à-vis Belfius Bank for the compliance with these rules of his/her/its authorised agents.

Except in the event of fraud or gross misconduct on the part of the Bank, the Customer remains liable for all direct or indirect damage that may result from the incorrect use of access and signature tools. The Customer will also bear the entire risk of misuse of the Identification Tools.

The Isabel system allocates an absolute transfer limit per transaction of two hundred forty-seven million eight hundred ninety thousand three hundred twenty-four euros and seventy-seven cents. However, the Customer is entirely at liberty to set his/her/its own use limits.

3.2.2. Security and management of identification methods

Strictly personal identification methods are allocated to each User. These are used, among other things, to gain access to the services offered with Isabel and also for placing the User's electronic signature. Users are responsible for keeping these identification methods in a safe place. If the loss, theft or fraudulent use of these identification methods

is recorded or suspected, the Customer or his/her/its User must report this without delay to Isabel NV and Belfius Bank. To do this, he/she/it will contact the helpdesk at Isabel NV (the telephone number and business hours are available from www.isabel.be or in the administrative documents of Isabel NV).

This stipulation in no way breaches what is defined in the agreement between Isabel NV and the Customer.

Once a report has been made, Belfius Bank will block the service in question. After the second working day following the request, Belfius Bank guarantees that the block will be in place, unless Belfius Bank has already confirmed that the block on the service has been carried out.

Until such time as Belfius Bank has blocked the service or the time by which Belfius Bank guarantees that the block is in place in accordance with the rule stated above, the Customer is fully and unconditionally liable for any use of the access and signing methods, as well as for any damage, direct or indirect, that may arise therefrom, including but not restricted to any debit movements on the Customer's accounts.

The Customer undertakes to take all measures necessary to prevent unauthorised parties gaining knowledge of the identification methods and the identification and signature parameters and procedures.

For example, the Customer will ensure that neither himself/herself/itself, nor any of his/her/its Users will keep the various parts of their identification methods together, in a place accessible to the public or in a clearly visible location.

The Customer acknowledges the need for keeping the identification methods stated secret. The Customer is also aware that should a third party come into possession of the aforementioned identification methods, and conduct transactions with them, it is impossible for Belfius Bank and Isabel to know that these transactions have not been carried out by the Customer.

3.2.3. Computer equipment

The Customer himself/herself/itself remains responsible for the acquisition, installation and operating costs of an IT and telecommunications system, as well as for the costs for connecting to a teletransmission service provided by a third party.

3.2.4. Charges, prices and costs

The charges, prices and costs charged by the Bank to the Customer for his/her/its use of the services information provided by Belfius Bank on the Isabel system, as well as the charges for Isabel and any other costs will be borne by the Customer for taking out the contract provided to the latter.

The service charges billed to the Customer by Isabel NV are set out in the contractual relationship between Isabel NV and the Customer.

The additional services that Belfius Bank offers via Isabel may be the subject of a set of prices. These prices may be adjusted at any time unilaterally by Belfius Bank. Belfius Bank will notify the Customer of these price modifications at least two months before the new charges come into effect, in writing or on a durable medium that is accessible for the Customer. The Customer has a period of 2 months from the time the charges are notified by the Bank to terminate the agreement at no cost. If the Customer does not terminate the agreement within this period, he/she/it will be deemed to accept the price modifications.

Article 4 – Proof and liability

4.1 General conditions

Any instruction that reaches Belfius Bank via the Isabel system, whereby correct use has been made of the identification methods, will be assumed to emanate from the Customer or by a person authorised by him/her/it. The correct use of the identification methods is deemed to have the same probative value as when a handwritten signature is used to approve the transaction and not an electronic one. The correct use of the identification methods therefore constitutes full, irrefutable and lawful proof of the identity of the Customer.

Belfius Bank and the Customer accept that registration performed by Belfius Bank, and which can be visualised on paper, shall apply as binding and conclusive proof of the content of the instructions given by the Customer in such a way that Belfius Bank is able to demonstrate that the transaction has been correctly registered and recorded and has not been affected by a technical disruption.

Belfius Bank will retain a record of the registration of each transaction for at least 5 years after the transaction in question.

Periodically, the Customer will receive from Belfius Bank a summary of the transactions carried out in his/her/its account statements.

The Customer accepts that this ordinary Belfius Bank paper statement will always take precedence over the statement printed out by the Customer himself/herself/itself based on electronic information.

The Customer is required to notify Belfius Bank of any dispute regarding transactions conducted using the identification methods at the latest three months after notification of the transaction via the account statements. To do so, he/she/it should contact Belfius Bank NV, Customer Relations, Place Charles Rogier 11, 1210 Brussels.

4.2. Special terms for traders who are natural persons

This article only applies to Customers who are natural persons. Unless there is a conflict of interpretation of this article 4.2, the provisions of articles 1 to 6 inclusive will apply in full.

4.2.1. Liability of Belfius Bank

Belfius Bank guarantees the confidential nature of the identification methods, on condition that the Customer complies with his/her/its secrecy obligation in accordance with article 3.2.2.

Belfius Bank will not pass identification methods for any payment system on to the Customer, unless requested to do so, except by way of replacement of identification methods already held by the Customer. Belfius Bank or Isabel are, depending on the case, are entirely liable for any form of forgery of the Customer's identification methods.

Insofar as any damage is not attributable to the error of the Customer and insofar as the Customer has complied with its contractual obligations arising from this agreement and its agreement with Isabel, Belfius Bank is liable for the non-execution or defective execution of the transactions conducted using the identification methods on devices that have been accepted by it for transactions not approved by the holder, or for any error or irregularity in maintaining the holder's account and for transactions conducted on the Customer's account using counterfeit instruments.

If the liability of Belfius Bank is called into question, Belfius Bank will restore the Customer in full to his/her/its position prior to the transaction in question, in the shortest possible time.

4.2.2. Liability of the Customer

The Customer is liable for any use that is made of his/her/its identification methods or those of his/her/its Users.

By way of derogation from the above, and from article 3.2.2 paragraph 2, if the Customer is a natural person, and until such time as the loss or theft of his/her identification methods have been reported, the Customer will be liable for the consequences of the loss or theft of the identification methods up to an amount of 150 euro, except in the event of gross negligence or fraud. In this latter case, the Customer will be entirely liable for any loss.

After the notification stated in article 3.2.2, the Customer is only liable for his/her/its own fraudulent actions.

Article 5 – Period, Severance and Termination

This agreement is entered into for an indefinite, open-ended period. Both parties may terminate this agreement at any time by registered letter, or by submitting the documents and procedures provided for this purpose to the other party, taking account of a notice period of at least one month.

The Customer may also at any time terminate or modify his/her/its agreement in terms of Users and associate banks. To do so, the Customer must make use of the document "Request to change Isabel subscription", available from Belfius Bank.

Belfius Bank can at any time and without notice terminate this agreement in the event of bankruptcy, evident insolvency, court-ordered arrangement or liquidation of the Customer, should the Customer fail in complying with the undertakings entered into by him/her/it in this agreement.

Belfius Bank also reserves the right to terminate or interrupt the agreement, in full or in part, immediately and without prior notification, for sound reasons, including:

- when the Customer's accounts are liquidated or blocked, or if it appears that the Customer is not complying with his/her/its statutory, regulatory or contractual obligations regarding the services offered via Isabel
- if Belfius Bank is of the opinion that the service is not suitable for the Customer, for whatever reason
- if Belfius Bank deems it of value or necessary for the security of the system or to safeguard the interests of the Customer or Belfius Bank
- if the Customer notifies Belfius Bank of a (risk of) abuse or unauthorised use of the services offered via Isabel, or of the identification methods
- if fraud or misuse is established on the part of the Customer or one of his/her/its Users, or if there are serious indications of such
- if it is obliged by the government
- if this is required for maintenance, improvement or repair works
- for any other justified reason.

Article 6 – Concluding conditions

Belfius Bank may assign its obligations arising from this agreement in the context of a merger, split or introduction of business in accordance with the provisions of the Belgian Companies' Code.

This agreement is governed by Belgian law. The Commercial Tribunal in Brussels shall have sole jurisdiction in the event of legal disputes.