

SPECIAL TERMS AND CONDITIONS RELATING TO ISABEL BUSINESS SUITE

REF. ISA / BV0203 - E

1. GENERAL

Use of the products and services contained in the package sold under the heading of "Isabel Business Suite" ("Isabel Business Suite") is governed by the Special Terms and Conditions below relating to Isabel Business Suite. Pursuant to article 1 of the General Terms and Conditions, the aim of these Special Terms and Conditions is to provide details of the rights and obligations of the parties in relation to the use of specific products and services. Unless stated otherwise, the General Terms and Conditions (including the definitions) apply to these Special Terms and Conditions. The applicable rates are mentioned on the Rate Card.

2. SUBJECT AND PERIOD

In the context of a subscription to Isabel Business Suite and for professional purposes, the Customer may use the following Isabel products and services at the rate in effect, in accordance with the terms and conditions of the Agreement:

- Isabel eBanking;
- Isabel eInvoice;
- Isabel WebSign;
- Related Isabel products and services

The terms and conditions for the use of these products and services are set out below. The Customer indicates the products and services to which it wants to subscribe.

Isabel Business Suite enables the User, with the help of the data by which a signature can be created and guaranteed by a certificate, to append an electronic signature at the end of messages. This electronic signature may only be used within the context of Isabel's communication system and programs. The Customer will subscribe to Isabel Business Suite for an indefinite term, and for a minimum period of one (1) year, beginning at the latest the eighth calendar day after the date Isabel sent the Installation Box or the installation (and the corresponding access to the Isabel-network by a User) by Customer, whichever occurs first (the "Effective Date"). During the aforementioned minimum period, the Customer may not terminate the Agreement except where imperative law permits early termination. Without prejudice to the above, Isabel has the automatic right to terminate the Agreement immediately during the minimum period in the context of the registration or certification process.

To ensure that Isabel Products work properly and to guarantee a correct application of the Agreement, the Customer must see to it that the electronic mailbox is consulted on a regular basis, if an electronic mailbox is available. Isabel reserves the right to delete all messages that are over three (3) months old from this electronic mailbox without giving prior notice.

3. ISABEL eBANKING

3.1. GENERAL

Isabel's eBanking service is part of a provision of services involving financial transactions and whereby Isabel's liability is limited to the supply of the Means of Access and the provision of the infrastructure and associated services through which electronic financial transactions on accounts at participating banks (hereinafter the "Participating Banks") are transported (mere conduit).

The rules regarding the provision of service by Isabel in relation to the provision of the Means of Access, infrastructure and related provision of service are set out in these Special Terms and Conditions. The obligations of each individual Participating Bank are laid down in the general terms and conditions for the use of Isabel Business Suite at the Participating Banks and the general banking terms and conditions of the Participating Banks (referred to hereinafter as "Banking Terms and Conditions"). In these Special Terms and Conditions reference is made, where useful, to certain obligations of the Participating Banks, as laid down in the Banking Terms and Conditions.

3.2. DESCRIPTION OF THE eBANKING SERVICE

Isabel eBanking provides the capability, by means of the certificate issued by Isabel, of making payments in an electronic message in which a sophisticated electronic signature is linked to a coded and structured manner and in accordance with prior arrangements, and sending these payments to payees in Belgium or other countries, in euro or foreign currency. These financial transactions are carried out by a bank whose head office or subsidiaries are established in Belgium and are accredited by the Banking and Finance Commission. The maximum amounts that apply for transactions are shown in the Banking Terms and Conditions.

Also, information may be obtained about the bank accounts that the Customer holds in Participating Banks. It is expressly agreed that Isabel is in no way liable for the content of the transmitted files, for example in BVB-format (CIRI, CODA). Isabel eBanking also provides access to a number of special services that have been developed by Participating Banks.

3.3. SPECIAL CONDITIONS FOR CUSTOMERS WHO ARE NATURAL PERSONS

Articles 3.3 to 3.5 inclusive of the Special Terms and Conditions apply only to Customers who are natural persons using Isabel eBanking for its own professional purposes. The General Terms and Conditions still apply provided they do not conflict with the aforementioned articles 3.3 to 3.5 inclusive.

3.4. ISABEL'S OBLIGATIONS AND LIABILITY

Isabel will send the Customer an invoice every month for the services provided in relation to Isabel eBanking. The precautionary measures that the Customer needs to take in order to avoid any irregular use of the Means of Access and to counter any risks associated with use of the Means of Access are contained in this Agreement and, if applicable, will be sent out periodically to the Customer. In accordance with the Banking Terms and Conditions, the Customer will periodically receive information from the relevant Participating Banks about any transactions that it may have carried out.

Isabel bears the risks associated with the transmission of the Means of Access. In relation to the Isabel eBanking service, Isabel will refrain from sending unsolicited means of access, except where they are intended to replace the Customer's Means of Access or any part thereof.

Isabel guarantees the secret nature of the personal identification number or any other identification code belonging to the Customer.

Isabel is required to stop any new use of the Means of Access with the aim of preventing the irregular conduct of transactions as soon as the Customer notifies it of the loss or theft or any other irregularity in accordance with article 3.5 of the Special Terms and Conditions.

In accordance with the Banking Terms and Conditions, records of all transactions conducted using Isabel eBanking must be held by the relevant Participating Banks for a period of at least five years after the transactions were carried out.

Without prejudice to the wording of article 3.5 of the Special Terms and Conditions, Isabel is responsible for the non-execution or the defective execution of transactions as a result of a defect of the Access Means, on the understanding that Isabel only functions as an intermediate (mere conduit).

The responsibility on the non-execution or defective execution of the transactions is regulated by the Banking Terms and Conditions.

Without prejudice to the wording of article 3.5 of the Special Terms and Conditions, and on the understanding that Isabel only functions as an intermediate (mere conduit), Isabel is also responsible for the usage of the Access Means without the User's consent. For each error or irregularity on maintaining the Customer's account, reference is made to the Banking Terms and Conditions.

In the event that the Means of Access or any part thereof are being forged, Isabel is responsible for the use of the forged instrument.

Under no circumstances is Isabel to be held liable in the event of fraud, intent or serious negligence by the Customer or for any use by the Customer of the Means of Access in a manner that does not correspond with the Agreement and thus cannot be considered as being proper.

Without prejudice to the wording of article 3.5 of the Special Terms and Conditions, and on the understanding that Isabel only functions as an intermediate (mere conduit), in each case of Isabel's responsibility, Isabel must reimburse the Customer within the shortest possible period of time:

1. the amount of the unexecuted or defectively executed transaction, augmented with the possible interest on that amount, if any, due to a defect in the Access Means;
2. the sum possibly required to restore the Customer into the position he was in before the unauthorised usage of the Access Means took place, augmented with the possible interest on that amount;
3. the amount necessary to restore the Customer in the position he was in before the usage of the imitated Access Means;
4. the possible further financial consequences, specifically the amount of costs carried by the Customer for the determination of the damage to be compensated;
5. the financial loss following Customer's defective execution of the transactions, when such defective execution is attributable to the malfunctioning of the infrastructure or terminals or any other equipment accepted by Isabel, provided that the malfunction has not been caused by the Customer knowingly or in breach of Customer's responsibilities and liabilities.

3.5. THE CUSTOMER'S OBLIGATIONS AND LIABILITY

The Customer ensures that the Means of Access or any part thereof are used in accordance with the Agreement, the manual and the technical annexes applicable to the Isabel Products. The Customer furthermore ensures that all

precautionary measures are taken to ensure the security of the Means of Access or any part thereof, as well as any other means that permit use of it.

The Customer is required to notify Isabel or the relevant Participating Bank immediately in the event of the theft or loss of the Means of Access or any part thereof as well as any other means that permit use of it. Furthermore, the Customer must notify the relevant Participating Bank according to the Banking Terms and Conditions of any entry in its account summaries or bank statements of any transaction for which permission was not given, or any other disputed transaction, as well as any other error or irregularity noted in these account summaries or bank statements.

Customers may not revoke an instruction issued using the Means of Access or any part thereof, except if the amount is not known at the time the instruction is given.

Any dispute lodged by the Customer regarding a transaction must be made within three months of receiving the information relating to that transaction, in accordance with article 3 of these Special Terms and Conditions or in accordance with the Banking Terms and Conditions.

In the event of the relevant Participating Bank not complying with the obligations laid down in the Banking Terms and Conditions, which are referred to in this document, the Customer must notify Isabel immediately of any such non-compliance.

Until such notification has been made, the Customer is liable for any consequences associated with the loss or theft of the Means of Access or any part thereof, although this is restricted to an amount of 150 Euro, except where the Customer has acted grossly negligent, or fraudulent, in which case no maximum amount applies.

After notification, the Customer will no longer be liable for the consequences attached to the loss or theft of the Access Means, or of any part thereof, except when Isabel shows that the Customer acted fraudulently.

The Customer acknowledges and accepts that if the Customer does not notify Isabel immediately of the theft or loss mentioned above or, in the event of the secret code(s) being noted down in recognisable form on an object or document that is kept with the Means of Access or any part thereof or carried with it or if the code is noted down anywhere that happens to be convenient, this will be deemed to be a case of gross negligence.

The Customer is liable in cases of fraud, intent, serious negligence or the inappropriate use of the Means of Access or any part thereof. Under the following circumstances, among others, serious cases of negligence will be deemed to have occurred:

- a. making note of the secret code (personal identification number), in any form whatsoever, on an object or document that is kept or carried with the Means of Access or any part thereof.
- b. giving a third party (including spouse, family member or friends) the opportunity to find out the secret code and/or to use the Means of Access or any part thereof.
- c. neglecting to notify Isabel, the Participating Bank or the indicated entity immediately of the loss or theft of the Means of Access or any part thereof.
- d. neglecting to notify Isabel, the Participating Bank or the indicated entity immediately of:
 - any entry, on the account summary or bank statements of any transaction for which permission has not been given;
 - any error or irregularity noted on the account summary or bank statements.
- e. leaving behind the Means of Access or any part thereof in a vehicle or in a place accessible to the public, except when it has been left in a locked drawer or cabinet. Places that are accessible to the public are understood to be places to which a large number of people have effective access, without them being public places per se.
- f. failing to lodge a complaint with the police department within 24 hrs after the facts have been determined.
- g. using the Means of Access in a way that is in breach of the Agreement.
- h. not returning the Means of Access when the Participating Bank or Isabel has so requested.
- i. if the Customer neglects to obtain the return in good time of the Means of Access from User(s) who are no longer permitted to use the Means of Access for whatever reason on behalf of the Customer (e.g., in the event of a User being dismissed by the Customer);

4. ISABEL eINVOICE

4.1. NATURE OF THE DOCUMENTS TRANSMITTED

Isabel eInvoice provides the possibility, by means of the certificate issued by Isabel, of sending coded and structured data, in accordance with the technical conditions described in the manual, in an electronic message. This data may originate from the import of files from the software of third parties or from the “Enter invoices” module. The basic product makes it possible to read these messages if the content and structure meet Isabel’s technical requirements; they may also be stored on the Customer’s hard disk, with the Customer taking responsibility. With the help of the appropriate programs, the Customer may export this data to a text file from which the programs of third parties can import the data contained in this text file.

4.2. USE IN ACCORDANCE WITH TAX LEGISLATION

Customers undertake to use the functionalities of Isabel eInvoice software in strict compliance with the purpose for which it was designed, while of course taking account of the obligations imposed by any laws, decrees, directives, circulars, standards and rulings issued by the tax authorities, regardless of whether these authorities are European, federal, regional, community or local.

The Customer is solely responsible for exporting this data into its accounting programs or for reproducing this data for encoding into its accounting records.

Isabel software contains no system for categorising documents sent (such as we might encounter in an invoice ledger), nor does it require any documents transmitted to be printed out; The Customer is therefore solely responsible for activating the appropriate functions; it is then required to act as the law prescribes.

In all cases where Isabel eInvoice may only be used with the express consent of the Authorities or any government department, the Customer must obtain these authorisations before using the Isabel eInvoice system for the purpose to which such consent is subject.

4.3. AUTHORISATION

If the Customer plans to use the Isabel system to send and/or receive documents electronically in any form whatsoever, such as invoices, debit notes, credit notes or the settlement of debts or recovering debts, the Customer must itself obtain such appropriate or required administrative authorisations, as well as the consent of the Customer's own customers, suppliers, service providers and/or any third parties involved. Isabel assumes that the Customer, where necessary, will inform the persons to whom it intends sending these electronic documents about the possible implications of using the Isabel system. Isabel has no direct relationship or responsibility vis-à-vis the persons to whom these documents are sent.

With regard to the archiving/storage of the documents in question, such as electronic invoices sent and received, the Customer is also required to comply with the statutory conditions and must itself obtain the necessary authorisations.

Consequently, the Customer also needs to make itself thoroughly familiar with the information provided by Isabel in connection with the functionalities of Isabel software relating to electronic messages that contain data that has been encoded of which the form is comparable with that of a hard-copy paper invoice.

4.4. FACTORING – WAIVER OF CLAIMS – ENDORSEMENT – ETC.

This agreement is not connected in any way with any other agreement regarding factoring, waiver of claims, endorsement of invoices or agreements of any kind designed to assign a civil or commercial right or by which this is assigned to the invoice of a dealer and by which the consequences of the use of the eInvoice program or a print-out produced with this software can be settled between the parties involved. Isabel refuses to bear any liability for such agreements with third parties.

Rights over invoices transferred by the Customer to third parties are governed by the laws, directives or other standards, as well as by any arrangements made between the parties involved, which may apply wholly or partially to electronic documents such as those transmitted by Isabel.

4.5. PROVISION OF EVIDENCE BY THE ISABEL eINVOICE PROGRAM

Documents transmitted by the Isabel eInvoice program are valid as evidence within the constraints of common law, statutory conditions or agreements between contracting parties and arrangements made with regard to third parties. Isabel enters into no obligations of any kind in that regard. Customers must themselves check the capacity of the party for which the data is intended and must themselves determine what rules, if any, apply to this form of communication. Isabel's liability remains limited to providing signatures and certification services, as defined in its General and Special Terms and Conditions.

4.6. ENCODED DATA

Data that is not encoded or structured in accordance with the technical requirements of the eInvoice program cannot be processed or reproduced. More specifically, the parties agree that the message "Incorrect Syntax – file unusable" or a similar message will be used to warn the Customer that processing cannot take place. The Customer itself is therefore responsible for encoding, importing and exporting its data using a structure that corresponds strictly with the technical requirements of the eInvoice program; as a result, the Customer may not hold Isabel liable for any consequences that may arise from the data not being processed or being processed incorrectly.

Data encoded in other fields will not be processed by Isabel. Isabel software does not make it possible to check whether this data exists or not, nor to process the data or reproduce it visually.

Isabel does not check the content of messages, nor does it

in any way monitor the encoded fields - not even for the likely or mathematical accuracy of the encoded fields, such as the amount, the VAT value, the positive or negative nature of the amount, the bank account number, etc. The parties also release Isabel from all liability for any damage arising from the content of the messages sent.

5. ISABEL WEBSIGN

5.1. ISABEL WEBSIGN

5.1.1. PURPOSE OF THE SERVICE AND LIABILITIES

Isabel WebSign provides a Customer not connected to the Isabel network with the capability to be identified by another Customer (referred to hereinafter as 'Contracting Partner') with which it is in contact via the Internet, using its electronic signature based on a certificate issued by Isabel. The Contracting Partner can verify the validity of the certificate by connecting to the Isabel network (referred to hereinafter as 'Authentication Request'). As part of this basic option, the Contracting Partner may suggest to the Customer to do a simple material or legal deed and ask him to confirm it using the Customer's electronic signature.

With the exception of the Authentication Request, none of the various operations, (more specifically, any communication between the Contracting Partner and the Customer), will be conducted via Isabel's servers or infrastructure.

This communication, material or legal matters and Authentication Request take place on the sole responsibility of the parties involved. No acknowledgement message will be generated. Isabel does not make any archiving system available to Customers for the transactions transmitted using the Isabel Websign program. Electronic messages sent using an electronic signature only have a value as described in detail in the general terms and conditions and the CPS.

5.1.2. RESPECTIVE OBLIGATIONS INCUMBENT UPON ISABEL, THE CUSTOMER AND THE CONTRACTING PARTNER

The Customer and its contracting partner are jointly responsible for compliance with the formal or intrinsic conditions laid down by the applicable law, both in the period before and during the contract, in relation to the documents transmitted via the Isabel system. Isabel in no way guarantees that the law applicable to transactions made using Isabel programs may have a legal consequence on the electronic messages or documents created using Isabel software and/or the certificate. Isabel's liability is restricted to providing signature and certification services.

5.1.3. CONSEQUENCES OF NOT EXERCISING ANY CONTROLS

Isabel is not responsible for any detrimental consequences for

the Customer that may arise from any cancellation, non-implementation or partial implementation, and more generally for any consequences that may arise from the attitude of any of the Customer's Contracting Partners which does not comply with the technical and contractual procedures that bind it to Isabel.

5.1.4. COMPLIANCE WITH PROCEDURES

When using the Isabel Websign functionality, the Customer must comply with the procedures described in the manual. If the Customer decides not to check a correspondent's certificate each time, or not to store the messages it sends or not to encode them, it does so with full knowledge of what it is doing and entirely on its own responsibility. Isabel cannot be held liable for any discrepancies or alterations in the layout or appearance between the webpages of a vendor and the information reproduced on the user's screen when using its browser software; such discrepancies are attributable to elements over which Isabel has no control whatsoever.

5.2. ENCODED DATA

The Customer may not use the WebSign product in order, for example, to send encoded files in BVB format (CIRI, CODA) to anyone. The basic eBanking product must be used for this. Because Isabel is unable to monitor the content of the messages sent and hence the format of the files, it is agreed that any breach of this clause will automatically result in the dissolution of the Agreement, without prejudice to the right to compensation.

6. ASSOCIATED ISABEL PRODUCTS AND SERVICES

6.1. ISABEL MAIL

Isabel Mail provides Isabel Customers in the first instance with the capability to send secure messages to other Isabel Customers which may contain attached files, and similarly in an electronic message to which an electronic signature may or may not be appended, guaranteed by an Isabel certificate. This service also enables the Customer to retrieve or upload the addresses of Customers and/or registered users of Isabel in the section of the Isabel server designed for that purpose.

Isabel sends the electronic messages in the appropriate manner through to the electronic mailboxes of the addressees. The Customer may not use Isabel Mail in order, for example, to send encoded files in BVB format (CIRI, CODA) to anyone without using the eBanking product. Because Isabel is unable to monitor the content of the messages sent and hence the format of the files, it is agreed that any breach of this clause can result in the immediate dissolution of the Agreement, without prejudice to the right to compensation.

6.2. SECURITY RESOURCES

Isabel provides security resources that enable the addressee to check on the validity of each incoming message, both in terms of the integrity of the contents and the authenticity of the origin of the message, on condition that the party sending the message has followed the procedures laid down for the electronic signature.

Furthermore, and insofar as the sender of the message uses this option, Isabel Business Suite also offers the capability of encoding messages in order to safeguard their confidential nature. Isabel cannot, under any circumstances, be held liable for the manner in which senders and addressees make use of the security resources available to them.