

Section 1: General conditions

Part 1: Definitions, area of application, subject, period and users

Article 1 – Definitions

For the application of these Regulations, the terms listed below need to be understood as follows:

- **Main User:** a User who has been allocated the right by the Client to actively manage the user group. In this capacity, the Main User may add and delete Users and allocate Methods of Identification. All of the conditions in these Regulations that relate to Users also apply to Main Users, unless stated otherwise.
- **Client:** Any person who has entered into an agreement with Belfius Bank for use of the Belfius e-Trade Finance service or who is authorised by such a person to carry out transactions on their behalf. A Client who has authorisation over the account of a third party may enter into a Belfius e-Trade Finance agreement without the consent of the holder of the account in question.
- **Methods of Identification:** One or more of the security systems listed below that must be used by the Client, depending on the case, to secure access to, and transactions via, Belfius e-Trade Finance. This involves a UserID and a secret code. Belfius Bank has the right to adjust or modify these Methods of Identification in accordance with these Regulations. If this is the case, these newly created systems will also be considered as Methods of Identification in the sense of this definition.
- **User:** Any person who is given the authority by a Client, on the basis of its articles of association, or on the basis of special authorisation, to conduct transactions in full or in part via Belfius e-Trade Finance.
- **Framework Contract:** the “Belfius e-Trade Finance Framework Contract”
- **Configuration Form:** the “Belfius e-Trade Finance Configuration Form”
- **Regulations:** these Belfius e-Trade Finance Regulations

Article 2 – Area of application

These Regulations set out the rights and obligations that arise from use of the Belfius e-Trade Finance service, both for the Client and for Belfius Bank. The terms of these Regulations apply without prejudice to documents that refer to the former name of Belfius e-Trade Finance: ClientTrade and Dexia e-Trade Finance. Insofar as there are no departures from these Regulations, Belfius Bank’s Standard Terms of Business and any other regulations underwritten by the Client continue to apply undiminished.

Article 3 – Subject

Belfius Bank makes Belfius e-Trade Finance available to the Client. This service enables certain data to be looked up online, or certain data, documents and other instructions to be accepted and instructions to be provided about bank products that relate to import/export, such as documentary credits (modify existing loans, view current loans, track payments on loans, view the history of all loans established with Belfius e-Trade Finance and enter new applications). This service may be accessed via the URL address <https://clienttrade.dexia.be> or <https://belfiusetradefinance.belfius.be>. Belfius Bank may at all times add new products and functionalities to and within the application. Where appropriate, it will keep Clients informed of these additions in the most suitable manner.

Article 4 – Period and termination

The Framework Contract signed by the Client is entered into for an indefinite period. The service may be terminated at any time by the Client or by Belfius Bank. Termination of the service by the Client must be made by registered letter sent to the Client’s commercial contact person. Belfius Bank can terminate the Framework Contract by registered letter sent to the Client’s last known address. If the Framework

Contract is terminated by Belfius Bank, a notice period of 2 months applies, except where there is a serious failing on the part of the Client. If this is the case, Belfius Bank may terminate the Framework Contract with immediate effect.

Article 5 – Users

The User has the right to use Belfius e-Trade Finance in the name of and on behalf of the Client within the limits set by the Client.

The Client may also set limits of authority for each User.

Any change of Users or modifications to the content of their authority must be notified to Belfius Bank in writing. Until such notification, the Client, in accordance with the stipulations of these Regulations, will remain liable for all actions carried out by the former User or for actions carried out that are outside the description of his new authority, but within the description of his former authority.

Section 2: Security

Part 1: Methods of Identification and their allocation

Article 6 – Methods of Identification

Belfius Bank makes Methods of Identification available to the User that enable him to log on to the system subject to him using the prescribed way of doing so. The Client and its Users are responsible individually and jointly vis-à-vis Belfius Bank and third parties for the storage, confidentiality and security of methods of accessing the system, and for the proper use of the service by Users after it has been provided by Belfius Bank to the Client and the User. The Client will ensure that every User complies with the rules regarding the confidentiality of the Methods of Identification. Belfius Bank bears the risk associated with sending the Methods of Identification to the Client up until the moment at which these Methods of Identification are received. All transactions performed via Belfius e-Trade Finance will be confirmed to the Client after execution in the usual way. The Methods of Identification are made available by the services of Belfius Bank after Belfius e-Trade Finance has been installed on the Client’s premises. The Client and Users must change their password immediately after installation.

Article 7 – Allocation of Methods of Identification by the Main User

Where the Client has indicated a Main User, the Main User is solely responsible for allocating Methods of Identification to Users, as well as for adding and deleting Users. Where applicable, Belfius Bank is not responsible for the management of Users and their Methods of Identification.

Belfius Bank reserves the right to block the account of the Main User under the same circumstances as for Users, as well as when the Bank is of the opinion that the Client or Main User is making use of the options of the Main User’s functionalities in an imprudent manner.

Part 2: Operating conditions

Article 8 – Proof

All transactions carried out after using the Methods of Identification are considered to accord with the intentions of the Client and hence may be executed by Belfius Bank. All transactions carried out by Belfius Bank are recorded in an electronic logbook that is kept current for at least 5 years. The contents of this logbook may be displayed or stored on paper, microfiche, microfilm, magnetic medium or optical disk, or on any other form of information carrier. Printed copies constitute the only valid proof between the parties of access, transactions and their content. Any Client wishing to dispute a transaction must do so immediately after examining the written confirmation of the transac-

tion via Belfius e-Trade Finance and/or the letter of confirmation from Belfius Bank, and at the latest within one week of the transaction details being passed on via the written confirmation. Except in cases of force majeure, the transaction may not be disputed once this period has elapsed.

Article 9 – Use

The Client must at all times comply with the instructions issued for using the Belfius e-Trade Finance service. Transactions can only be carried out after the Client has used his Methods of Identification correctly to sign those transactions jointly or separately. A Client who is a natural person is also required to comply with all of his internal procedures so that he is able to carry out transactions validly within the context of these Regulations. The Client may not carry out transactions that exceed the agreed limits. These limits are shown in the Configuration Form.

The Client undertakes to use Belfius e-Trade Finance in accordance with the stipulations of these Regulations and any other information made available to him. The Client acknowledges the need to maintain the meticulous confidentiality of his strictly personal Methods of Identification. He undertakes never to write down these Methods of Identification. The Client will also impose these obligations on Users.

The Client is required to notify Belfius Bank immediately of:

- the loss or theft of his Methods of Identification;
- any misuse or suspicion of misuse or suspicion of the fact that a third party has obtained the Methods of Identification;
- any error or irregularity noted on his statements;

When appropriate, and insofar as this is possible, the Client/User will also change his Methods of Identification as a precautionary measure.

The Client states that he is familiar with the operation and features of the network used and also states that he recognises the risks involved. He also states that he has received sufficient information from the channels made available to him about the operation of Belfius e-Trade Finance.

The Client undertakes to make known the stipulations of these Regulations, with special attention to article 9, to the Main User and User. The latter are also bound to comply with the terms of these Regulations.

Article 10 – Misuse of the Belfius e-Trade Finance service

The Client undertakes not to use Belfius e-Trade Finance for transactions or to send messages/data that breach the applicable Belgian laws or international legislation in general, and the Act of 11th January 1993 to prevent the use of the financial system for money-laundering in particular.

Article 11 – Changes to the access procedure

Belfius Bank reserves the right to change the access procedure, Methods of Identification and security measures, for example, when developments in technology and security systems, or developments to the applicable legislation and regulations, so require. Belfius Bank will notify the Client of these changes in accordance with the terms of these Regulations, except in cases of extreme urgency. The same applies to any effects these changes might have on the function of the Main User.

Section 3: Availability, interruption and maintenance

Article 12 – Availability and provision of service

The Belfius e-Trade Finance service is available for consultation 24 hours a day, 7 days a week. Transactions sent through by the Client that require the intervention of Belfius Bank will only be carried out on bank working days, within the usual processing times and in accordance with the usual terms. (These terms vary from Client to Client. In some cases, for example, prior approval of the transaction by Belfius Bank may be involved).

Belfius Bank undertakes to use appropriate technology in accordance with the technical standards and sound practices regarding the processing of data.

Article 13 – Interruption/suspension/termination of the service

Without prejudice to the terms of the applicable Standard Terms of Business of Belfius Bank, Belfius Bank reserves the right to interrupt or terminate the Belfius e-Trade Finance service in relation to an individual Client/User, in part or in full, temporarily or permanently, immediately and without prior notification, for sound reasons such as but not restricted to the following:

- if the Client's account(s) is/are liquidated or blocked, or if it appears that the Client is not complying with his obligations in relation to the Belfius e-Trade Finance service;
- if Belfius Bank considers it to be of value or necessity for the security of the system, or to safeguard its own interests or those of the Client;
- in the event of the suspicion of misuse or illicit use of Belfius e-Trade Finance by a third party, regardless of whether that suspicion is reported by the Client or not;
- if there are sound reasons to suspect fraud or misuse on the part of the Client;
- if over a period of 2 years the Client only uses the Belfius e-Trade Finance service intermittently;
- if the Client is declared bankrupt or becomes insolvent in any way.

Article 14 – Maintenance

Belfius Bank reserves the right to suspend the service in order to carry out maintenance or to make modifications or improvements to the system. Belfius Bank will notify the Client of this in advance insofar as this is possible.

There may also be interruptions to the service for which no prior notification is possible if a technical incident occurs or in a case of force majeure, including but not limited to strikes, or some other type of incident over which Belfius Bank has no control, or in the case of extreme urgency.

Section 4: Equipment

Article 15 – Use of the equipment/connection by a third party chosen by the Client

The Client is solely responsible for the IT and computer equipment, hardware, software, browser, computer systems and their extensions, regardless of their nature, and for the software that he uses to access or carry out transactions via the Belfius e-Trade Finance service. Any adjustments, installation, maintenance, operations and updates to it are also the exclusive responsibility of the Client. As a result, the Client is required to take the necessary measures to prevent his computer from being contaminated by viruses and, where appropriate, to detect and remove them. Without breaching the other terms of these Regulations, any consequences arising from the use and/or incorrect operation of the aforementioned equipment, software and hardware, will be borne by the Client.

Article 16 – Telecoms operator

Belfius Bank cannot be held liable under any circumstances for any damage that is caused by the services of the telecoms operator selected by the Client, or for damage caused by any problems relating to the Client's connection to the services of a third party.

Section 5: Liability of the Client

Article 17 – Liability of the Client

Until such time as the Client's report is processed stating that the security of his Methods of Identification has come under threat, and subject to stipulations to the contrary, the Client is wholly responsible for all transactions carried out using his Methods of Identification and the consequences thereof.

The Client is responsible for the internal communication of instructions and information regarding his business operations to his own staff. Belfius Bank may at all times assume that the Client's staff are aware of these instructions and that they use the system in line with the Client's instructions.

Section 6: Undertakings and liability of Belfius Bank

Article 18 – General

All of the undertakings that Belfius Bank takes upon itself vis-à-vis the Client in the context of Belfius e-Trade Finance are undertakings as to effort. In other words, Belfius Bank will provide the effort that might reasonably be expected from someone providing such services on a professional basis.

Article 19 – Unavailability of the Belfius e-Trade Finance service

The Client cannot hold Belfius Bank liable for the sole fact that the Belfius e-Trade Finance service might be unavailable temporarily or permanently as the result of factors other than the bad faith or serious misdemeanour of Belfius Bank.

Article 20 – Security

Belfius Bank accepts liability for the security systems that it uses so that the Methods of Identification are not disclosed to third parties, whether consciously or through negligence. Belfius Bank is liable for any damage caused by the copying of the Belfius e-Trade Finance service and Methods of Identification.

Article 21 – Carrying out transactions

Belfius Bank undertakes to carry out transactions within the usual processing period and in accordance with the usual terms. These terms vary from Client to Client. In some cases, for example, it may involve prior approval of the transaction by Belfius Bank, also taking account of the limits stated in these Regulations, on condition that there are sufficient financial resources available.

Article 22 – Liability of Belfius Bank

Without breaching what is stated below, and subject to deceit or gross misdemeanour, Belfius Bank cannot be held liable for any damage caused to the Client or any third party (including the Client's own Customers) that is attributable to:

- non-compliance by the Client of his obligations under these Regulations or any other applicable rules;
- actions, errors or negligence carried out by the Main User and/or User;
- a lack of available financial resources;
- the impossibility of creating any connection needed to implement the service, breakdowns of any kind to that connection, or problems in sending and receiving transactions, provided they can be attributed to third parties;
- delays in carrying out transactions, or failure to carry out transactions, that can be attributed to third parties;
- interruptions to the service, whether or not attributable to third parties;
- if the regularity of Belfius e-Trade Finance is threatened as the result of dealings, omissions or technical defects, regardless of their nature, origin or cause, over which Belfius Bank has no direct control. These include, but are not limited to:
- overloads in a telecommunications network;
- insufficient, inaccessible, faulty, defective or absence of service by a third-party goods or services provider whose intervention is required to guarantee the service;
- all cases of force majeure;
- decisions or obligations imposed by the Belgian or other governments;
- inaccuracy or incompleteness of data coming from third-party sources;
- negligence or error on the part of the Client himself;
- a problem in the area of the genuineness, truthfulness, plausibility or expediency of receiving orders and instructions;
- damage incurred after leaving Belfius e-Trade Finance.

When Belfius Bank adjusts the technical characteristics or requirements of the Belfius e-Trade Finance service, or the applicable terms and charges, this may under no circumstances lead to liability on the part of Belfius Bank in relation to the Client.

Article 23 – Compensation

Belfius Bank shall not be required to compensate any damage and/or other amounts apart from those stated specifically in this agreement. Belfius Bank will not under any circumstances be held liable for its undertakings in relation to Belfius e-Trade Finance for an amount greater than EUR 100,000, regardless of the reason. Nor will Belfius Bank be liable for any indirect damage. In addition, when transactions are carried out by the Client himself on behalf of his own Customers, Belfius Bank will never be required to pay out an amount greater than the amount that the Client has had to pay out to his own Customers.

Section 7: Protection of personal privacy

Article 24 – Personal privacy

The terms of Belfius Bank's Standard Terms of Business apply here.

The Client gives Belfius Bank permission to record the telephone conversations that he makes in the context of Belfius e-Trade Finance with staff at Belfius Bank or with its appointees. The Client will notify his appointees of this.

Section 9: Charges

Article 25 – Costs

Costs relating to the telecommunication connection required to use the Belfius e-Trade Finance service will be borne by the Client.

The application is made available to the Client free of charge. However, Belfius Bank reserves the right to charge a contribution to be borne by the Client. If this is the case, the Client will be notified at least 2 months in advance. If the Client does not agree with this adjustment, his only option will be to terminate the agreement before the new charge comes into effect.

Where appropriate, Belfius Bank will have the right to debit this charge once a year directly from the Client's account.

Section 10: Miscellaneous conditions

Article 26 – Intellectual property rights / Scope of the user right

All intellectual property rights over programs, applications and instructions for use reside exclusively with Belfius Bank. Nothing in this agreement, as well as any action consisting of, in any way, downloading or copying software, information and/or any other right of Belfius Bank, may be deemed as being a total or partial transfer of these intellectual property rights to the Client or a third party. Through this agreement, the Client only obtains a personal and non-transferable right to use Belfius e-Trade Finance.

The Client may only use the programs, applications and instructions for use for purposes that are permitted by these Regulations. On condition it is in relation to his own data or information material that is his exclusive property, the Client may download or print off on paper the information material provided by Belfius Bank, on condition that, in doing so, he does not remove, edit or modify the mention of Copyright, exemption from liability, or any other statement in the information issued. The Client may not under any circumstances reproduce, translate, edit, decompile, disassemble, apply reverse engineering or in any other way change, disseminate, publish, hire or lend or make available in any way to third parties, directly or indirectly, free of charge or for payment, or copy, except for backup purposes, the programs, applications and instructions for use, copies of these or any reproductions.

The Client is at liberty to store, save or process his personal data on condition that he never gives the impression that this processing was carried out by Belfius Bank.

Article 27 – Hyperlinks

It is forbidden to create so-called "hypertext links" to Belfius e-Trade Finance without obtaining the prior, written and specific consent of Belfius Bank. However, inclusion in 'favourites' is permitted.

Article 28 – Information via Belfius e-Trade Finance

The information disseminated via Belfius e-Trade Finance is provided solely by way of information and may not under any circumstances replace a personal opinion of the Client. At no time and under no circumstances may financial or other information disseminated via Belfius e-Trade Finance be distributed or considered as advice of a legal, fiscal, banking or financial nature designed to encourage the purchase, sale or trading in certain financial instruments. The financial information made available via Belfius e-Trade Finance to the Client usually comes from specialised third-party companies that are considered by Belfius Bank as reliable in relation to the information provided by them. Insofar as Belfius Bank itself is not the source of this information, Belfius Bank is not required to check its content and consequently is in no way responsible for the accuracy, completeness, exactness, timeliness or other properties of the information disseminated by these third parties.

Article 29 – Uniformity of the agreement

These Regulations, together with the Framework Contract, Configuration Form(s) and user manual, constitute the whole of the rights and obligations of the parties in relation to the Belfius e-Trade Finance service. Any general terms and conditions and contracts that relate to products other than the service remain applicable in full, except in the event of contradictions in the fulfilment of this agreement, in which case this agreement takes precedence in the event of a dispute.

Article 30 – Nature of the headings

The sole purpose of the headings to the articles and parts of these Regulations is to facilitate the reading of these Regulations. They may not be used in the interpretation of the content of the parts and articles in these Regulations.

Article 31 – Modifications to the Regulations

Belfius Bank may alter the terms of these Regulations, the Framework Contract and Configuration Form, charges and services provided at any time. The Client will be notified of these changes by any suitable means. Once notification has been made, the change will automatically apply to the Client, except if the Client decides to terminate the agreement in accordance with article 4 of these Regulations.

However, modifications will only be notified to the Client if they relate to a product for which the Client is a User.

Article 32 – Validity

Should any of the conditions in these Regulations, Framework Contract or Configuration Form(s) become unworkable, invalid or null and void, this shall not under any circumstances lead to the entire agreement being unworkable, invalid or null and void. Should any clause indisputably become unworkable, invalid or null and void, this clause will be deemed not to have been written.

Article 33 – Applicable law / Courts with jurisdiction

These Regulations come under Belgian law. Only the Courts and Tribunals in Belgium have jurisdiction to hear disputes that arise directly or indirectly from these Regulations.