

These credit opening conditions (January 2006 edition), registered in Brussels, 6th registration office, vol. 285, fol. 10, case 14, on Feb.1st, 2006, will be applicable as of 01/02/06.

Article 1. Purpose of these Terms & Conditions - formation of the agreement

- 1.1 These Terms & conditions govern the credit openings subject to the Law of 12 June 1991 on consumer credits (hereinafter referred to as the "Law") granted by Keytrade Bank S.A., Boulevard du Souverain 100, 1170 Brussels, registered with the Legal Persons' Register ("RPM") under VAT No. 464.034.340 (hereinafter referred to as the "Bank"), to its customers. The Bank is licensed by the Banking, Finance and Insurance Commission as a credit institution (bank) and insurance broker and is therefore subject to the supervision of the Banking, Finance and Insurance Commission (Rue du Congrès 12-14, 1000 Brussels – tel. 02/220.52.11 – www.cbfa.be). The Bank is also licensed by the Federal Public Service Economy under number 204441 to grant credit openings and is therefore subject to the supervision of the Federal Public Service Economy, SMEs, Self-employed and Energy, Credit-Indebtedness Department, Boulevard du Roi Albert II 16, 1000 Brussels (tel. 02/206.41.11 – mineco.fgov.be).
- 1.2 The process of granting a credit facility involves four stages:
- Each customer of the Bank (hereinafter referred to as the "Customer") may at any time consult its dedicated confidential and transactional section of the Bank's website to view the credit limit granted to him by the Bank, such limit being based at any time on the portfolio held on behalf of the Customer by the Bank. This information is given by the Bank merely as an indication and shall not constitute a credit offer that is binding on the Bank. The Bank shall be free to approve or reject the granting of such credits without having to justify its decision.
 - Any customer applying for a credit opening must (1) download and print the standard application form for a credit opening, which is put at the Customer's disposal online by the Bank on the site www.keytradebank.com (the "site"), and complete it in a way it contains correct and precise answers to all questions raised by the Bank in such form, (2) acquaint himself/herself of these credit opening conditions, which are also made available to the client by the Bank on its site and (3) send the application form for a credit opening duly completed, dated and signed by post to the Bank, together with any documents requested by the Bank in such form, and as the case may be with the standard transmission letter that the Bank could make available on the site. The Customer may also be required to provide additional information that the Bank considers as necessary and that the Bank requests.
 - Afterwards, if the Bank agrees to grant the credit opening, it shall send a credit opening offer (hereinafter referred to as the "Offer") to the Customer based on the application form mentioned above. The Offer shall be notified by the Bank to the Customer by e-mail in the form of a PDF file containing the Offer signed by the Bank, or by any other method of notification stipulated in the Bank's General Terms & Conditions and valid under the applicable regulations. Except if mentioned to the contrary in the Offer, the Bank acknowledges that it shall be bound for seven working days by any Offer notified in accordance with this procedure and that it doesn't let itself contest the authenticity of an Offer notified as specified hereinabove. No credit opening shall be granted without the Bank's express agreement notified by means of a written Offer of the Bank.
 - If the Customer accepts this Offer, he must notify his agreement by printing the Offer and returning the Offer to the Bank containing his original handwritten signature for approval and with an indication of the terms provided for in the Offer. When the following method of acceptance will be authorized under the applicable regulations and when the Bank will have informed the Customer that such method of acceptance is acceptable, the Customer will have to notify his acceptance by clicking on the "I accept" icon at the bottom of the e-mail containing the Bank's Offer in PDF format.

The Customer is advised to keep a copy of the Offer. The Customer's acceptance of the Offer shall indicate acceptance of these Terms & conditions for credit openings issued by the Bank. In accordance with these Terms & conditions and the terms and conditions contained in the Offer, the actual credit amount shall be made available (i) on the 15th day following the Bank's receipt of the Offer duly signed by the client and co-owner (or, if this day is not a banking business day, the first banking business day thereafter), save for an express request sent by the client and co-owner in writing to the Bank to make the credit available before such date, provided that the provision does not take place prior to the banking business day following the Bank's receipt of the Offer duly signed by the client and co-owner, (ii) under the condition that the "trading account" contains at least the "initial value" on the basis of which the Bank prepared its Offer (as set out in Article 3.1), and (iii) following fulfilment of any terms and conditions governing the credit facility under the Offer (e.g., regarding the security to be provided).

- 1.3 If the credit application relates to a joint account opened in the name of several account holders, the Offer must be accepted by each of the joint account holders, stating the information set out in the Offer. If one of them fails to indicate his/her agreement to the Offer, the credit facility shall not be granted by the Bank.
- 1.4 If another party that has a separate interest from the Customer's interest (e.g., a guarantor) is involved in the credit opening, the Bank shall also send a copy of the Offer to that party, which shall be required to return it signed (original signature) and stating the information set out in the Offer and prescribed by law (including the handwritten words "Bon pour" (Good for)). This party's acceptance of the Offer shall indicate acceptance of these Terms & Conditions for credit openings issued by the Bank.
- 1.5 The Bank's general Terms & Conditions registered in Brussels on April 6, 2005, 6th Office, vol. 282 fol. 27 box 26, by which the Customer confirms he shall be bound, insofar as necessary, shall also govern credit openings (for example, regarding the protection of privacy, joint and several liability between co-owners of the account on which the credit opening is granted, applicable Belgian law and exclusive jurisdiction of the courts of Brussels) and guarantees and security interests in particular constituted in favour of the Bank, except where the Terms & conditions for credit openings deviate from them, in which case the provisions contained herein shall prevail.

Article 2. Credit opening

- 2.1 Within the meaning of Article 1 of the Law, the credit opening shall be in the form of an account credit or an overdraft facility, at the Bank's option and subject to the form and conditions stipulated in the Offer, on an account opened in the Customer's name through which drawdowns and repayments of credit may be made. The Offer shall specify the credit's duration, amount and the lending terms and conditions. The credit shall be made available to the Customer, who may use it as he sees fit, subject to the other provisions contained herein.
- 2.2 Exceeding the credit limit authorised under the credit agreement shall not be permitted. Any credit overrun that may be temporarily tolerated by the Bank shall not constitute an increase in the amount of the credit facility and must be regularised immediately, without prior formal notice, and shall result in drawdowns under the credit facility being suspended. The rate of default interest applicable in the event of exceeding the amount and/or duration shall be as agreed in the Offer. If such immediate repayment is not forthcoming, the Bank shall be expressly authorised (but not obliged - on the understanding, however, that failure to exercise such right shall in no way limit the Bank's other rights) to cancel the entire credit facility outright if the Customer fails to respond, within one month of the postmark, to formal notice sent via registered letter.
- 2.3 With respect to credit facilities granted for an indefinite duration, the Bank and the Customer may terminate the agreement subject to three months' notice sent via registered letter. The three-month period shall commence on the first day of the month following the date of the postmark of the termination notice. The end of the notice period shall render payable any commitment arising from the cancelled credit agreement and give entitlement to immediate repayment.

- 2.4 The debit interest rate may be modified by the Bank. The Customer shall be notified in advance, by means of his account statement, of any modification to be made to the credit's current rate and of the new annual aggregate percentage rate that results from the modification to the debit interest rate. Interest shall be calculated by the Bank, according to the frequency agreed in the Offer, using the day-to-day sums drawn down by the Customer. When the modification to the debit interest rate exceeds a margin of 25% of the rate initially or previously agreed, and if the agreement is concluded for a duration exceeding one year, the Customer shall have the option of cancelling the agreement within three months of the notification, subject to three months' notice sent via registered letter. The three-month period shall commence on the first day of the month following the date of the postmark of the notice.
- 2.5 The annual aggregate percentage rate shall be stated in the Offer. This rate shall be calculated on the basis of the information contained in the Offer and, if necessary, based on the following assumptions:
- when the credit agreement leaves the drawdown of the credit facility to the Customer's discretion, it is assumed that the credit amount is immediately drawn down in full;
 - the duration of the credit agreement is set at one year;
 - interests are charged on a quarterly basis.

The annual aggregate percentage rate actually charged shall depend on future circumstances, as yet unknown to the Bank at the time the Offer is made. Insofar as necessary, the Customer acknowledges and accepts that the annual aggregate percentage rate actually charged may differ from that stated in the Offer as a guide, to the extent that the above assumptions are replaced by precise data provided in the agreement.

Article 3. Credit Amount - required margin – power of attorney to the Bank

- 3.1 The credit amount shall be stated in the Offer. In principle, the Bank shall only offer a credit facility to the Customer up to a certain percentage of the value of the financial instruments according to the Law of 2 August 2002 concerning the supervision of the financial sector and financial services (to the exclusion of derivative products and financial instruments listed on the non-regulated markets referred to in the Offer) and cash in the account designated for the trading of financial instruments opened in the Customer's name (hereinafter referred to as the "Trading Account") with the Bank at the time of the Offer (hereinafter referred to as the "Initial Value"). Subject to compliance with the other provisions contained in the Offer and these Terms & conditions for credit openings, the Customer may transfer the credit amount so provided to another account in order to allocate the credit amounts to purposes other than the trading of financial instruments.
- 3.2 The Customer granted a credit facility by the Bank must at all times maintain financial instruments according to the meaning of the aforementioned Law (to the exclusion of derivative products and financial instruments listed on the non-regulated markets referred to in the Offer) and/or cash in his Trading Account (including the credit line still available on this Trading Account), having a value corresponding at least to a certain percentage of the credit amount granted to the Customer, as determined by the Bank in its Offer (hereinafter referred to as the "Required Margin"). The Customer's Trading Account shall, in its entirety and until the full and final settlement of all sums due to the Bank under the credit facility, be specially pledged as security for the repayment of these sums due to the Bank under the credit facility (hereinafter referred to as the "Special Account"), as stated in Article 5. The withdrawal, payment or transfer of the financial instruments and/or cash credited to this Special Account shall only be possible insofar as the value of the Special Account following such withdrawal, payment or transfer continues to be at least equivalent to the Required Margin. If this condition is met, the withdrawal, payment or transfer shall be possible, but the Customer must specifically request that the Bank carry out a withdrawal, payment or transfer, which therefore requires a manual transaction on the part of the Bank that cannot be executed electronically. However, the Customer shall be free to buy or sell securities in the Special Account, including securities paid into this account by the Bank in accordance with the paragraph below. To calculate the Required Margin for the purposes of this article, the financial instruments taken into account shall be assessed at their market value (market price, NAV of mutual funds, etc.).
- 3.3 If the value of the assets credited to the Special Account falls below the Required Margin for more than two consecutive days, the Customer undertakes to pay into this account, on first request from the Bank notified in accordance with the Bank's General Terms & Conditions, and not later than within eight days of the Bank's request, financial instruments or cash up to the required amount so that the credit balance of this account again corresponds to the Required Margin, even if the holder is the holder or the joint holder of other accounts opened with the Bank and if the assets credited to these other accounts have a value corresponding to the amount of the additional margin to be formed in favour of the Bank.
- 3.4 If the Customer fails to comply with the Bank's request referred to in paragraph 3.3 within the aforementioned deadline:
- The Customer gives an irrevocable power of attorney to the Bank, insofar as is necessary, to carry out transfers of financial instruments from an account held by the Customer with the Bank (either solely or jointly with other holders) to the Customer's Special Account up to the required amount so that the credit balance of this Special Account again corresponds at least to the Required Margin. If no other financial instruments are available in other accounts, the Bank may use the funds available in these other accounts held individually or jointly by the Customer in order to transfer them to this Special Account;
 - The Customer shall be indisputably presumed to be no longer able to fulfil his obligations for as long as the Special Account does not contain the Required Margin. In such case, the Bank shall be entitled to suspend drawdowns under the credit facility by the Customer, in accordance with the provisions contained in Article 4.1;
 - The Bank may prevent the Customer from buying and selling financial instruments for as long as the Special Account does not contain the Required Margin;
 - 20% of the total amount to be repaid under the credit facility shall be immediately repayable by the Customer. In this case, the Bank shall be entitled to exercise the right indicated in Article 4.2 of these Terms & Conditions for credit openings.

The Bank may exercise the aforementioned rights throughout the duration of this agreement, each time the conditions referred to in this article are met.

- 3.5 By adhering to these Terms & conditions, the Customer declares that he does not want the Bank to allow the value of his assets credited to the Special Account to fall without control or limitation. To that end and insofar as necessary, the Customer gives expressly and irrevocably a power of attorney to the Bank, which accepts, by the mere fact of granting the credit facility, to sell the most volatile or speculative assets and, as a priority (but without limitation), derivatives and equities credited to the Special Account, and to deposit the proceeds from such sales in cash to the credit of this Special Account. Such power of attorney to sell the entire portfolio, either wholly or in part, at the Bank's discretion, shall only take effect if the balance of the Special Account, represented by financial instruments (excluding derivatives) and/or cash, including the balance of the credit facility, falls for two consecutive days below 130% of the amount of the credit facility granted to the Customer (hereinafter referred to as the "Taking of Effect") and shall be exercised by the Bank in the month of the Taking of Effect. The Bank may exercise such power of attorney at any time during the month of such Taking of Effect, but shall naturally not be required to exercise it from the moment when the balance of the Special Account (as referred to hereinabove) is again at least equal to 130% of the granted credit amount. The Bank shall inform the Customer of its intention to exercise this option to substitute pledged securities in the name and on behalf of the Customer in accordance with the General Terms & Conditions. Such power of attorney is stipulated to the mutual benefit of the Bank and the Customer and is irrevocable until expiry of the pledge formed in the Special Account. If applicable, such power of attorney may be carried out on more than one occasion throughout the duration of the agreement. Once the Bank has exercised such power of attorney, the credit facility shall continue to apply and the Special Account shall continue to be pledged in accordance with the foregoing.

Article 4. Suspension of drawdowns - rescission of the agreement

- 4.1 If the Bank is in possession of information indicating that it can consider that the Customer is no longer able to fulfil his obligations, the Bank may suspend the drawdowns under the credit facility on the condition that it has notified its decision, duly stating the relevant grounds, to the Customer without undue delay via registered letter.
- 4.2 If the Customer fails to pay a sum equivalent to at least 20% of the total amount to be repaid, and provided that the Customer fails to pay within one month of the postmark of a registered letter containing formal notice and the terms of this article, the Bank shall be entitled - but not required - to consider the agreement as fully cancelled, *ipso jure* and without any further formal notice or legal proceedings being required to that effect.
- 4.3 It is also expressly stipulated that these Terms & Conditions shall in no way limit the Bank's right to bring an action for forfeiture of the term pursuant to Article 1188 of the Belgian Civil Code. Such forfeiture of the term shall occur notably if there is equality of rank and rights regarding the Customer's assets credited to an account held with the Bank.

Article 5. Security interests

Assignment of receivables

- 5.1 Subject to compliance with legal provisions and restrictions, each Customer and guarantor shall generally assign to the Bank any receivables they may have against any other party whatsoever or all sums due for whatever reason. By way of example, but without such list being exhaustive, the Customer and the guarantor assign to the Bank all receivables they have against banking and financial institutions, social security organisations, mutual health care and other insurance companies, and lessees or other parties having a right to movable property or real estate which they own, etc. Each Customer and/or guarantor undertakes to provide the Bank, at its request, with all information or documents pertaining to such receivables. They agree that the Bank may itself collect the information or documents it wishes to obtain from the debtors of the assigned receivables.
- 5.2 If a Customer and/or a guarantor continues to fail to honour or to fulfil one of his/her obligations towards the Bank under a credit facility referred to in Article 2, the Bank shall notify the assignment, referred to hereinabove, to the debtors of the assigned receivables without prior formal notice or any other communication. From this moment on, the debtors of the assigned receivables shall only be able to validly discharge themselves from their debts by payment to the Bank.
- 5.3 In addition, and without limitation to the aforementioned rights, each Customer and guarantor irrevocably authorises and gives a power of attorney to the Bank, until full and final settlement to the Bank of any sum due to it under the credit facility granted to the Customer, to collect or to receive, subject to the Terms and Conditions laid down by the Bank, the payment, income or revenue in respect of the aforementioned receivables in the name and on behalf of the Customer or guarantor if, and insofar as, the Customer and/or the guarantor fail(s) to pay any sum due to the Bank under a credit facility referred to in Article 2.

Pledge

- 5.4 As indicated above in paragraph 3.2, all of the assets (including cash and financial instruments as defined in the Law of 15 December 2004 concerning financial sureties) deposited or that will be deposited in a Special Account of the client with the Bank are specially pledged in favour of the Bank as a guarantee of any amount due by the client to the Bank in principal, and interest and expenses, pursuant to the credit opening concluded with the Bank, and until full reimbursement of the total amount to be reimbursed pursuant to the credit opening. This account of the client will therefore be considered as a Special pledged Account. The cash is given as a pledge by the client in favour of the Bank, who accepts, by the posting of this cash to a Special Account. To the extent necessary and insofar as the assets pledged include the client's receivables vis-à-vis the Bank, the Bank acknowledges and accepts this pledge as debtor in accordance with Article 2075, paragraph 2 of the Civil Code. It is expressly agreed that the pledge covers not only the assets in the Special Account on the day of the conclusion of the credit contract, but also any financial instruments or any cash in the Account thereafter by the mere posting to the account of these other financial instruments or this cash, or in replacement of another financial instrument or cash, or in addition to the financial instruments or cash initially engaged, in accordance with the replacement option and the right of management exercised by the client in the conditions and limits fixed by these conditions. The financial instruments or cash thus replaced will be subject to the same regime as the financial instruments or cash given initially as a pledge and cannot be considered as constituting a new surety.
- 5.5. The client may dispose of the pledged assets posted to the Special Account (notably, with a view to a pledge in favour of a third party) in the following conditions and limits, without, under any circumstances, violating the Bank's rights on the pledge. The client only keeps the management of the pledged assets with a view to purchasing or selling financial instruments or making withdrawals or transfers, consistent with and within the limitations of Article 3. The Bank may oppose any act of management, in its entirety, provided that the envisaged act would, if accomplished, cause a violation of Article 3, and the Bank may not be required to partially execute the order received from the client.
- 5.6. The Bank is authorised to post in its name, on the issuer's books, all registered financial instruments to be held by the client in its account with the Bank. All other negotiable financial instruments may be endorsed by the Bank, in the name and on behalf of the client, by a regular endorsement indicating that the financial instruments are held as a security. The client undertakes to satisfy all of the formalities, if any, necessary in order for the Bank to be able to seek application of all of its rights resulting from this pledge. The client authorises the Bank to send to any third party, also in the name of the client, any communication or notification necessary or that it deems appropriate concerning its right of pledge.
- 5.7. Without prejudice to the Bank's right to sell the pledged assets in accordance with the laws in effect, the client authorises the Bank, if it fails to fulfil its obligations pursuant to the credit opening, to appropriate the financial instruments and cash given as pledge, to the extent permitted and in the conditions stipulated by law, without notice or prior legal decision, even despite insolvency procedures, or attachment or any competitive situation between creditors of the client. In case of appropriation by the Bank, the pledged assets will be valued at the value for which they are posted to the account. If the client's obligations are not fulfilled, the Bank reserves the right to close the credit account(s) to which the cash is posted and to charge the cash against the reimbursement of the guarantee debt, on the interest, expenses and then on the capital insofar as permitted by law. Any balance shall be due to the client. The Bank is also authorised to use the financial instruments given as a pledge within the limits and conditions determined by applicable law.
- 5.8. This article shall in no way limit any other rights and privileges enjoyed by the Bank by law or pursuant to its General Terms & Conditions.

Article 6. Guarantors

- 6.1 A guarantor shall, together with the Customer, be jointly, severally and indivisibly liable towards the Bank for the repayment of capital and the payment of interests which the Customer fails to pay under the credit facility, up to the principal plus any default interests. In the event of multiple guarantors, they shall be jointly, severally and indivisibly liable *inter se*. These provisions shall not prejudice Articles 34 to 36 of the Law.
- 6.2 The guarantors waive application of Article 2037 of the Belgian Civil Code, which provides that the guarantor shall be discharged when subrogation in the rights, mortgages and privileges of the creditor can no longer, by this creditor's own doing, operate in favour of the guarantor. The guarantors acknowledge that the forfeiture of the term by the Customer shall entail the same event of default for their own account.
- 6.3 Receivables payable by the guarantors shall accrue interest, *ipso jure*, at a rate equivalent to that applicable to the principal debtor.

Article 7. Legal provisions

- 7.1 **The Customer shall not sign bills of exchange or promissory notes to promise or guarantee payment of its commitments arising under the credit agreement. Nor may it sign cheques to guarantee its commitments arising under a credit agreement.**
- 7.2 With the exception of debit interest and the costs expressly determined in the agreement (like the debit agreement, the default interest, the credit line reservation fee and the administrative fee), no other charge or payment may be demanded, except the agreed penalties in the event of non-performance of the agreement.
- 7.3 The preceding restrictions shall be without prejudice to the costs incurred for forming any security payable by the Customer.
- 7.4 **If the agreement contains a reservation of title clause, it must reproduce the wording of Article 491 of the Belgian Criminal Code. If such wording is not reproduced in the agreement, the clause shall be deemed to be non-existent.**

Article 8. Option to cancel by the Customer

The client is authorised to waive the credit contract within a period of seven business days from the first business day following the signing of the Offer.

For credit contracts concluded via distance communication, i.e., without the physical and simultaneous presence of the client and the Bank, the client's right of waiver is increased to 14 calendar days. This right may be exercised by the client without penalty and without indication of any reason. The timeframe for the exercise of this right commences as of the day on which the Offer is signed by the client, provided that the client has received before this date all of the contractual conditions and information concerning the credits to be provided to it pursuant to applicable laws, or as of the date on which the client receives this information and these contractual conditions if this date comes after the Offer's signing date. During this waiver period, the credit contract's implementation may only commence after the client's express consent.

The client is required to notify its waiver decision referred to in paragraph 1 or 2 above to the Bank by registered mail via the Post Office to the Bank's registered office referred to in Article 1.1. In this case the client is required to simultaneously return the amounts that it has drawn down within the framework of the credit opening and to pay the interest due for the credit drawdown period, calculated in accordance with the annual aggregate percentage rate agreed. These returns and payment must take place as quickly as possible and by the thirtieth calendar day of the sending of the notification of waiver to the Bank. No other compensation may be demanded from the client as a result of the client's waiver. If the client does not exercise its right of waiver, the credit contract will be maintained in accordance with the provisions of these credit opening conditions and the Offer. The waiver of the credit contract shall give rise to the termination of the related contracts without penalty, without prejudice to the sureties granted to the Bank, notably as referred to in Article 5 above, which will be applicable to guarantee the reimbursement of the credit and the payment of the aforementioned interest following the waiver of the credit.

Article 9. Default in payment

- 9.1 The rate of default interest applicable to credit openings shall not exceed the last debit rate applied. This rate shall be applied to the principal still payable under the agreement until such time as the debt has been repaid.
- 9.2 In the event of simple delay in payment which does not result in cancellation of the agreement or in a forfeiture of the term, the payments below shall be claimed from the Customer:
- Overdue principal;
 - The amount of the total costs of the overdue credit;
 - Default interest calculated on the overdue principal;
 - Charges for reminders and formal notice, at the rate of one a month. Such charges shall be for a fixed amount of EUR 7.50 plus postage at the applicable rate in force at the moment of the sending.
- 9.3 In the event of cancellation of the agreement or forfeiture of the term owing to the Customer's failure to fulfil his obligations, the payments below shall be claimed from the Customer:
- Outstanding balance;
 - The amount of the total costs of the overdue credit;
 - Default interest calculated on the outstanding balance;
 - The following compensation calculated on the outstanding balance:
 - 10% calculated on the tranche of the outstanding balance up to EUR 7,500;
 - 5% calculated on the tranche of the outstanding balance from EUR 7,500.
- 9.4 If the agreement is cancelled in accordance with Article 2.3 or has lapsed for any other reason not referred to in Article 9, and if the Customer has failed to comply within three months of the postmark of a registered letter containing formal notice, the payments hereunder shall be claimed from the Customer:
- Overdue principal;
 - The amount of the total costs of the overdue credit;
 - The agreed default interest calculated on the overdue principal;
 - The agreed penalties or compensation subject to the limits referred to in Article 9.3.
- 9.5 The Bank shall compensate in the same manner the Customer for his financial loss and cost of recovery if the credit facility is cancelled or terminated owing to a breach of contract by the Bank.

Article 10. Transfer - subrogation

Without prejudice to Articles 25 to 27 of the Law, the Bank reserves the right to transfer all or some of its rights arising under the credit opening agreement or to subrogate a third party in all or some of the said rights. The Customer shall accept this transfer and subrogation option granted to the Bank.

Article 11. Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren of the National Bank of Belgium

In accordance with Article 3 §1 1° of the law of 10 August 2001 regarding the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren*, credit agreements are recorded in the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* of the National Bank of Belgium. The use of the data regarding the credit agreements is done in a way that enable the lenders to, prior to entering into a new credit agreement, consult the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren*, which will provide them with full details on the existence of any other credit agreements already entered into by the Customer and on any default in payment. Customers are entitled to consult, free of charge, the data recorded under their name in the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* (Boulevard de Berlaimont 5, 1000 Brussels) and may request the amendment and/or deletion of erroneous data. In the case of amendment, the National Bank of Belgium is required to notify this amendment to the persons who have obtained some information from the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* and to the persons pointed out by the Customer. In accordance with Article 4 of the Royal Decree of 7 July 2002 governing the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren*, the data relating to credit agreements recorded in the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* must be retained for three months and eight business days following the expiry date of the credit agreement. In the case of default in payment, however, details are retained for a period of 12 months following the date on which the credit agreement was regularised, in accordance with Article 8 of the aforementioned Royal Decree.

The Customer's attention is therefore drawn to the fact that the Bank shall consult the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* held at the National Bank of Belgium prior to entering into any credit agreement and that any credit agreement entered into shall be recorded in the *Centrale des Crédits aux Particuliers/Centrale voor Kredieten aan Particulieren* of the National Bank of Belgium in the manner indicated above.

Article 12. Miscellaneous

The Customer declares that the information he provided to the Bank is true and correct and undertakes to immediately inform the Bank of any matter that may have a detrimental effect on his solvency or ability to make repayments.

The Customer confirms, insofar as necessary, that he expressly accepts that the Bank may use the communication means provided for in the General Terms & Conditions to communicate with him in the framework of the present contract, i.e., e-mail, fax, the posting of notices on the site (public and/or transaction), etc.

In case of a claim or dispute by the client within the framework of this contract that could not be resolved in a satisfactory manner with the Bank, the client may contact free of charge the Mediation Service Banks - Credit - Investments, located at Square de Meeûs 35, 1000 Brussels. It must clearly inform the Mediation Service of the subject of the claim or dispute and the Mediation Service will render a nonbinding opinion on the problem submitted to it. This procedure shall take place entirely in writing.

The Bank may at any moment, by means of a simple notification to the Customer in accordance with the modalities provided for in the General Terms & Conditions, amend these Terms & Conditions for credit openings in order to adapt them to binding legal provisions.

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