

THEODOOR INSIGHT USER AGREEMENT

Section 1 Definitions

<i>'Client'</i>	any Theodoor Gilissen client who is granted use of Theodoor Insight and who has concluded this Agreement to that end;
<i>'Theodoor Gilissen'</i>	Theodoor Gilissen Bankiers N.V., its legal heirs and/or its successors in title;
<i>'Username'</i>	the combination of figures and/or letters assigned and announced by Theodoor Gilissen to the Client, and which forms part of the identification codes;
<i>'Guidelines for use'</i>	all directions and regulations (however referred to), such as the Quickstart Guide and the information on Theodoor Insight, provided by Theodoor Gilissen to the Client in connection with the use of Theodoor Insight;
<i>'Identification codes'</i>	the identification codes, such as Username and Password, giving the Client access via the website to the services offered by Theodoor Insight;
<i>'Password'</i>	the secret code assigned and announced by Theodoor Gilissen to the Client, and which the Client can convert into a personal secret code;
<i>'Provider'</i>	a supplier of the Internet connection that the Client uses;
<i>'Account'</i>	any cash or securities' account in the name of the Client in the books of Theodoor Gilissen, or a cash or securities' account that the Client is authorized to access and consult;
<i>'Theodoor Insight'</i>	the name of the package of services described in section 2 that is offered by Theodoor Gilissen to the Client to enable the Client to access and consult his portfolio online;
<i>'Website'</i>	the Theodoor Gilissen website with Internet address: www.gilissen.nl , or such other website as substituted for it by Theodoor Gilissen.

Section 2 General provisions

- 1 Theodoor Insight enables the Client to consult information on the Website concerning his/her Account(s).
- 2 The Client is expressly required to observe the Theodoor Gilissen Guidelines for use related to Theodoor Insight.

Section 3 Access

- 1 The Client is responsible for arranging access to the Internet for connection to the Website at his/her own expenses.
- 2 The Client declares that he/she has a computer configuration complying with the following minimum requirements:
 - System configuration: PC Pentium II (or comparable)
 - Operating System: Microsoft Windows 2000 or higher
 - Internet connection: Cable or ADSL
 - Browser settings: Standard browser settings
 - Internet Explorer version 6 or higher.
- 3 In order to obtain access via the Website to Theodoor Insight the Client must make use of the Identification Codes made available by Theodoor Gilissen upon request.
- 4 Access to the Website depends on the general availability of the Theodoor Gilissen computer infrastructure. Although Theodoor Gilissen will seek to ensure that it operates trouble-free, the infrastructure may be shut down at any point for maintenance, repair and/or other purposes, as deemed necessary by Theodoor Gilissen.
- 5 If incorrect Identification Codes are being used during the identification process, the Client will be denied access to the Website, in which case the Client should contact Theodoor Gilissen.
- 6 Theodoor Gilissen can at any time temporarily or permanently deny or block the Client's access without prior notification.
- 7 Theodoor Gilissen can send notices to the e-mail address provided by the Client at any time. The Client is required to inform Theodoor Gilissen immediately of any change in his/her e-mail address.

Section 4 Security

- 1 The Client is required to take all necessary measures in order to protect the confidential nature of the Identification Codes. The latter are strictly personal and can under no circumstances be divulged to third parties. The Client is liable for any use made of the Identification Codes.

- 2 The Client is required to inform Theodoor Gilissen if:
 - a) the Identification Codes have been lost, stolen, misused or forged;
 - b) he/she knows or suspects that the Identification Codes have become known to third parties;
 - c) he/she has detected irregularities in relation to the functionality offered.

The Client is required to confirm the aforementioned notification in writing, by fax or e-mail to Theodoor Gilissen without delay. The notification must include the date, time and location of the report

The Client is liable for any damage arising from loss, theft or misuse of his/her Username and/or his/her Password until such time as Theodoor Gilissen has been notified of the loss or theft.

- 3 The use of Theodoor Insight implies the electronic exchange of information by means of public communication media and the Internet. The Internet is an international open network and the Client acknowledges that he/she is aware of this. Theodoor Gilissen undertakes to take all reasonable measures at various levels in order to ensure a high level of security. Theodoor Gilissen is, however, unable to give any express or implicit guarantee regarding the security of Theodoor Insight.
- 4 The circumstances referred to in this section may mean the temporary suspension of all or some of the Theodoor Insight services.

Section 5 Liability

- 1 All obligations of Theodoor Gilissen under this Agreement are obligations to perform to the best of its ability.
- 2 In particular Theodoor Gilissen may not, apart from the provisions stipulated in section 29 of the General Provisions, be held liable in any way whatsoever for:
 - breakdowns or disruptions of the service due to shortcomings, actions, breakdowns or errors on the part of the Provider, a third party or the Client;
 - misunderstandings, mutilations, delays or improper transmission of messages or any other loss due to inadequate infrastructure at the Client;
 - total or partial unavailability of the Internet;
 - total or partial unavailability of Theodoor Insight;
 - inaccuracies of or imperfections in (for whatever reason) the Identification Codes;
 - a necessary interruption of these services (e.g. in order to maintain, repair or improve the existing hardware).
- 3 In addition Theodoor Gilissen is not liable for errors, inaccuracies or shortcomings in the information supplied by third parties (such as price information), which is placed at the disposal of the Client on/via the Website.
- 4 Theodoor Gilissen does not exercise any control over and is not liable for the website or Internet

locations of third parties to which the Client obtains access by means of any hyperlinks on the Website, or for any information or hyperlinks to be found on such locations. Theodoor Gilissen provides such hyperlinks solely for the Client's convenience and has not checked, tested or verified the information or the hyperlinks on such locations. Enabling the Client to surf via hyperlinks to other websites or Internet locations may in no sense be regarded as a form of advice or as a confirmation or an approval of information to be found on that location.

- 5 The Client is responsible and liable for all direct and/or indirect loss arising from any use that is unlawful or at variance with the present Agreement and/or the Guidelines for use.

Section 6 Evidential value

The Theodoor Gilissen computer system records all operations performed by the Client on Theodoor Insight. The Client expressly accepts that the Theodoor Gilissen computer system in which the various operations are recorded has full evidential value, unless the Client is able to provide evidence to the contrary.

Section 7 Data protection

- 1 The Client provides Theodoor Gilissen with express consent to record and process for any statutory purpose all the data in relation to his/her person, his/her Account and his/her transactions. Among other things this includes Client Management, account management, investment advice, (direct) marketing, public relations and all other activities as an intermediary.
- 2 Theodoor Gilissen will not disclose the data referred to in Article 7.1 to third parties unless:
 - this arises from obligations entered into by the Client vis-à-vis Theodoor Gilissen;
 - there is a statutory requirement to disclose data to a third party;
 - this is necessary in order to safeguard the integrity of the financial system.
- 3 Except in the case of express opposition, this consent means that the aforementioned data may be processed for the marketing and promotion of all services and products that Theodoor Gilissen is permitted to offer.

Section 8 Fee and costs

- 1 Theodoor Gilissen is authorized to charge the Client a fee for the use of Theodoor Insight to be determined by the bank. The Client will be informed of the level of this fee and the basis on which it is charged.
- 2 Theodoor Gilissen has the right at any time to modify unilaterally the fees charged for the use of Theodoor Insight and will inform the Client accordingly. Changes in fees shall come into force from the date on which they are announced, without prejudice to the right of the Client to terminate the Agreement with immediate effect in consequence.

Section 9 Changes

Theodoor Gilissen has the right to amend this Agreement unilaterally at any time. The Client shall be informed of such amendments, which shall come into force on the date stated in the notification.

Section 10 Duration and termination

- 1 This Agreement shall be entered into for an indefinite period of time. Either party may terminate the Agreement in writing subject to a notice period of seven days.
- 2 Theodoor Gilissen does however reserve the right to terminate the agreement with immediate effect, without need to serve notice:
 - if confidence in the Client has been seriously damaged;
 - in the event of non-compliance by the Client with the obligations under this Agreement or the Guidelines for use.
- 3 The Agreement shall end by law with immediate effect:
 - if the relationship with the Client, to which the Account relates, has ended;
 - upon discontinuation of the Theodoor Insight services.
- 4 The Client is no longer permitted to make use of Theodoor Insight after termination of the present Agreement.
- 5 Upon termination of the Agreement the Client is required to destroy the Identification Codes that have been provided in order to use Theodoor Insight.

Section 11 Applicable Law and Competent Courts

- 1 This Agreement shall be governed by Dutch law.
- 2 Disputes arising out of or related to this Agreement shall be exclusively adjudicated by the District Court in Amsterdam, except in the case of a dispute that, under the rules of subject-matter competence, comes under the jurisdiction of the Subdistrict Courts. In that case the law shall determine which Subdistrict Court has jurisdiction.