

General terms and conditions Merit Capital APP (Merit Capital Online)

The contractual obligations between Merit Capital nv and any natural or legal person using its services are subject to the following terms and conditions, the laws and regulations in force, as well as any customs in general. Any natural or legal person who enters into a business relationship with Merit Capital nv is subject to these general terms and conditions. These general terms and conditions apply to professional and non-professional clients.

Consequently, it is agreed between, on the one hand, the account holder who has opened an account (hereinafter referred to as the "client") and Merit Capital SA (hereinafter referred to as Merit Capital), on the other hand, as follows:

1 Merit Capital

The name of the company is Merit Capital nv. Its registered office is located at Museumstraat 12D, 2000 Antwerp and its company number is 0471.885.204. You can contact Merit Capital by telephone on +32 (0) 03 259 23 00, by fax on +32 (0) 50 34 16 30 or by e-mail to info@meritcapital.be.

Merit Capital is licensed by the competent authorities and is also supervised by the National Bank of Belgium (NBB) at 1000 Brussels, avenue Berlaimont 14 and the Financial Services and Markets Authority ('FSMA') at 1000 Brussels, rue des Congrès 12-14.

2 Application Rules

2.1 Scope

These Regulations apply to the Merit Capital online platform and the Merit Capital app (together or separately referred to hereinafter as the "Application"), as developed by Merit Capital nv, and supplement the General Terms and Conditions and the Privacy Statement, which continue to apply in full. In the event that these Regulations deviate from the provisions of the General Terms and Conditions and/or the Privacy Statement, the provisions of these Regulations will prevail.

These Rules of Procedure replace all previous versions.

2.2 Changes

The present regulations may be amended at any time provided the client is notified in writing in the manner deemed most appropriate by Merit Capital. These amendments will be deemed to be accepted by the client if the client does not object within a period of thirty days after notification of the amendment. The latest version of these rules is always available on the website.

3 Services

This Application offers, now or in future versions, the user the possibility to perform subsequent operations:

- consultation of financial information: Through this Application, the user can gain access to certain financial information made available by third parties (e.g.
- share prices).

- Consultation of the state of his account(s): The user can consult the state of his account through the Application, as well as portfolio statements. These documents will remain available on the Application for at least 10 years.
- the consultation of a historical record of the transactions carried out on those accounts
- consulting documents drawn up in the context of the relationship between the user and Merit Capital - if applicable, the user will also have the opportunity to approve and/or sign documents

This list is subject to change. Certain services may be added, modified or abolished by Merit Capital. The Bank shall inform the user of this in accordance with article 2.2. of these Regulations.

The User accepts that on the date of these Regulations certain functionalities or services mentioned in these Regulations may only become available in later versions of the Application.

4 Access to and use of the Application

4.1 General

The Application can be accessed via the Merit Capital website, as well as via smartphone or tablet. To install the Application on his smartphone or tablet, the user must download the Application from the official Appstore (Apple devices) or Play store (Android devices).

The user can stop using the Application via smartphone or tablet at any time by removing it from his device.

4.2 System requirements

In order to be able to consult the Application, the user needs the hardware and software as stated on the page of the Application on the website.

The use of the Application presupposes access to the Internet, either via wifi or a mobile connection.

4.3 Commissioning of the Application

Before being able to use the Application, the user must accept these Regulations.

For questions about the use of the Application, the user can always contact an employee of Merit Capital.

4.4 Accessible accounts

Via the Application, the user has access to all accounts and the statement of assets in the name of the user, in the name of the user as co-titular, in the name of the clients of which the user is the legal representative and/or in the name of the clients that the user is legally entitled to represent. The user shall also have access to the accounts on which he has an individual or joint power of attorney.

Merit Capital reserves the right to refuse access to the Application if there are legitimate reasons to do so.

4.5 Hyperlinks

Except in the case of gross or intentional negligence on its part, Merit Capital nv cannot be held liable for hyperlinks created from third-party websites to its website or for the content of these sites. Any creation of a hyperlink to the homepage or secondary pages, to files or applications of the website, whether or not for commercial purposes, must be subject to the express prior permission of Merit Capital nv. Framing the whole or parts of the website is strictly prohibited without the prior written permission of Merit Capital nv.

Moreover, except in the case of gross or intentional negligence on its part, Merit Capital nv does not provide any guarantee and is not liable for hyperlinks from third-party websites to which reference is made on its website. Access to these websites is at the user's own risk. The latter must be aware that these websites may be subject to other general terms and conditions of use, to other provisions concerning the protection of privacy and/or in general to rules other than those applicable to its website. Merit Capital nv is not responsible for the compliance of these websites with existing legislation and regulations.

5 Availability of the Application and execution of services via the Application

5.1 Access times

The Application is available 24 hours a day, 7 days a week, except for unavailability due to maintenance work or unforeseen technical interruptions.

5.2 Resource commitment

Merit Capital undertakes to use all reasonable means at its disposal to ensure access to the Application and the proper functioning of the functions required by the user to consult and manage his account(s) via the Application and to be able to consult documents.

With regard to the operation of the Application, Merit Capital undertakes to use the appropriate technical means, in accordance with technical standards, technological developments and good practice in this field.

5.3 Interruptions

Merit Capital reserves the right - without any compensation - to temporarily interrupt access to the Application in order to carry out maintenance work or to install new versions of the Application, provided such interruptions do not exceed a reasonable duration.

It is always possible that unexpected interruptions may occur, such as a technical incident, force majeure, coincidence or any other event beyond the Bank's control or unforeseeable by the Bank. In such a case, it is impossible to notify the user in advance. However, Merit Capital will take all reasonable measures to inform the user within a reasonable period of time of the nature and estimated duration of the interruption by means of a message on the website. The necessary measures will also be taken to remedy the situation as soon as possible.

5.4 Security

5.4.1 Under Merit Capital

Merit Capital takes on the task of attracting security systems in line with technological developments. In this way it is protected against known and detectable forms of viruses and computer fraud.

However, Merit Capital cannot provide any guarantee regarding the security of the Application and the user accepts any damage that may result from this.

5.4.2 On the part of the user

The user is obliged to use the Application in accordance with these Regulations.

The User undertakes to ensure the proper functioning of his hardware and software in order to establish an optimal connection to the Application, taking into account the system requirements mentioned on the Website (cf. article 3.2.). The User acknowledges and accepts that a permanently secure browser environment is a basic requirement for accessing and using the Application.

6 Protection of privacy

Merit Capital respects, within the application, the data relating to the privacy of its natural persons. The collection and use of personal data by Merit Capital is in accordance with the provisions and rules laid down in the European Directive on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

Merit Capital, which is responsible for the processing, may use the personal data collected about its clients for the management of its client base, for commercial purposes, for the improvement of services offered or for other purposes specific to Merit Capital. All data will be treated in the strictest confidence. The legislator obliges Merit Capital in certain cases to communicate information about the client to the competent supervisory bodies.

If the Client no longer wishes his data to be processed for commercial canvassing or for direct marketing purposes, he can object to this free of charge by notifying Merit Capital in writing.

Each person has the right of access to the data relating to him or her that is processed by Merit Capital. He can, if necessary, have incorrect data corrected and unlawfully processed data deleted.

More information can be found in our privacy policy (available at www.meritcapital.eu) and on the site of the Belgian Data Protection Authority, www.gegevensbeschermingsautoriteit.be.

7 User statements

The user declares to be aware of this:

- the method of use of the Application;
- the impact of any actions he performs through the Application;
- the functioning of the Internet;
- the fact that the share prices and other data communicated in the Application are included for information purposes only;
- the fact that the Application does not contain any personalised investment advice for the user and that the particular personal situation of the user cannot be taken into account when providing the information provided in the Application;
- the applicable regulations on insider dealing, special tax mechanisms, money laundering and other applicable laws and regulations;

8 Liability

Except in the case of gross or intentional negligence on their part, Merit Capital nv and its appointees are not liable for

- any damage due to force majeure, facts or third parties over which it has no direct control, such as, for example, but not limited to, hyperlinks giving access to the Merit Capital nv website from other websites not under the direct control of Merit Capital nv and/or its appointees.
- direct or indirect damage caused to the user by the use of the application or the impossibility of using it, whatever the reason;
- the unlawful access of a third party to, or the unlawful modification by a third party of, the computer systems, software and programming code and software of Merit Capital nv or the visitor, and the direct or indirect damage resulting therefrom.

- for direct or indirect damage caused to a user by equipment, networks or configurations not authorised by Merit Capital, including those which the user has purchased free of charge or for a fee from third parties in order to access and use the Application
- in the event of theft, loss, destruction or alteration of data, software or computer material as a result of unlawful access by a third party to the computer systems of the Bank or of a user, or as a result of a virus originating from the website, internet or computer system of the Bank or of a user

9 Property rights and intellectual property rights

The intellectual property rights to the information, publications and data provided on the Website belong to Merit Capital, either to entities affiliated with Merit Capital or to third parties. You must refrain from any infringement thereof. The information on the Website may be displayed and printed for your personal, non-commercial use only, provided that you do not delete references to intellectual or other property rights. The Internet user must respect these intellectual property rights at all times and must refrain from any infringement thereof.

10 Complaints

The Client may submit a complaint if he believes that Merit Capital nv has not or not correctly performed its obligations. A complaint may be communicated via compliance@meritcapital.be or submitted in writing by registered letter sent to the registered office of Merit Capital nv. Merit Capital nv undertakes to deal with the complaint fairly and to hear the Client before taking a decision.

If the handling of the complaint does not satisfy the Client, he can turn to the Office of the Ombudsman for the Financial Sector, North Gate II, Boulevard du Roi Albert II 8 box 2, 1000 Brussels, www.ombudsfm.be, ombudsman@ombudsfm.be, tel +32 (0)2 545.77.70, fax +32 (0)2 545.77.79.