



## **n e-Benefits : webagreement**

*Participant's version - copy for AG Insurance*

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### 1. General

The online services are offered in the context of the Employee Benefits plan that the participant's employer has subscribed to with AG Insurance sa, Boulevard E. Jacquain 53, 1000 Brussels. This plan is governed by the General Conditions and the Insurance Agreement.

### 2. Definitions

The following terms are used in the present conditions:

- **services:** the online services of AG Insurance;
- **participant:** the person benefiting from the services;
- **user name:** the personal identification code that, in combination with the password, gives access to the online services. The user name is composed of a random combination of five letters and three numbers. The user name is provided by AG Insurance to the participant via the employer;
- **password:** the personal and confidential password that, in combination with the user name, gives access to the online services. This password consists of six randomly chosen numbers and is provided directly by Banksys sa. to the participant in a sealed security envelope.

### 3. Description of the services and access possibilities

3. The participant can use the services to access his Employee Benefits plan data, to amend certain data and to carry out certain operations.

3.1. The participant gains access to the AG Insurance site via a PC fitted with an operating system and an Internet navigation program. The connection is made via Internet, using a modem or leased line. The technical specifications of the configurations supported by AG Insurance are described in Article 6.

3.2. Services are accessible via a password and a user name. The participant identifies himself by communicating his password and the user name that AG Insurance has allotted to him. When accessing the services for the first time the participant must change the personal password received via Banksys sa. into a new password of his choice. Both the user name and the password can be changed at any time by the user.

3.3. When five incorrect passwords have been entered in a row, access to all services are blocked. In this case, and also if he loses his password, the participant must inform his employer, who will supply him with a new password via AG Insurance.

### 4. Participant's duties and responsibilities

4.1. The means of access - the password and user name - are intended to be strictly personal to the participant.

4.2. The participant and AG Insurance recognize that any identification using these means of access will be deemed to come from the participant himself and to form proof - pursuant to article 1322 of the Civil Code - of the participant's identity and his agreement with the amendments or operations carried out.

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- 4.3. The participant will take all precautionary measures to secure his means of access. He undertakes to memorise his password, and not to note it on a document, object or any medium, nor to make it public in any way whatsoever. He particularly commits not to make his means of access accessible or available to a third party.
- 4.4. As soon as the participant is aware of the loss, theft or any danger of the misuse of the means of access, he must communicate the facts as quickly as possible and during office hours to AG Insurance (Telephone: 02 664 03 20). He will also confirm facts in writing to

AG Insurance  
Employee Benefits - Services e-Benefits  
Boulevard E. Jacqmain, 53  
1000 Brussels

- 4.5. Should the participant suspect that his password is known to any third party, he must change it immediately.
- 4.6. The participant must inform AG Insurance of any amendment or operation carried out without his consent, as well as of any mistake or irregularity observed in the management of the services as soon as he is aware thereof (Telephone: 02 664 03 20). He will also confirm these elements in writing to

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Boulevard E. Jacqmain 53  
1000 Brussels

## **5. Obligations and responsibility of AG Insurance**

- 5.1. As part of the services, AG Insurance has installed security systems that reflect the current state of technology. It applies considerable resources to guarantee the security of its systems.
- 5.2. AG Insurance records the appropriate data of the operations carried out in the context of the services. In the event of any dispute in connection with an operation initiated in the context of the services, and without prejudice to the participant's right to produce proof to the contrary, the participant and AG Insurance agree that - pursuant to article 1322 of the Civil Code - the print-out of the recorded data constitutes proof of the participant's requesting the operation, in accordance with the provisions of article 4.2.
- 5.3. AG Insurance has taken maximum care in developing the programs and software giving access to the services. It strives for continuity of services. It may, however, interrupt the services without prior notice in order to carry out maintenance work on the existing equipment or software or in order to install new versions of the software.
- 5.4. AG Insurance will make every effort to avoid possible errors of irregularities in the management of its online services. AG Insurance cannot be held liable for any direct or indirect damage whatsoever arising from the faulty operation of the participant's equipment or of the telecommunications service or from any interruption of services over which AG Insurance has no control, or deriving from the participant's or his employer's default.

The participant expressly recognizes that the performance figures and simulations, if any, made available to him by AG Insurance via the website are for his information only and that the simulations are exclusively based on historical return performances and do not offer any guarantee for the future. The participant recognizes that any investment decision he takes constitutes a deliberate and individual decision which is in no way influenced by AG Insurance.

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### 6. Technical specifications of the configurations supported by AG Insurance

AG Insurance guarantees the correct operation of its services solely for the following configurations :

- PC: equipped with an Intel (or Intel-compatible) microprocessor and with one of the following operating systems: Microsoft Windows 95, Windows NT 4.0, Windows 2000 or Windows XP;
- Navigation program ('browser'): Microsoft Internet Explorer, versions IE min 5.5 with SP 2 or 6.0;
- Monitor: minimum resolution: 800 x 600

### 7. Termination of the services

Both the participant and AG Insurance may terminate the services unilaterally at any time in writing or by sending an e-mail and without any obligation to justify such action, on giving at least 30 days' notice.

AG Insurance retains the right to block access to the services immediately and without notice in the event of a danger of misuse or fraud.

### 8. Costs

8.1 The participant may use the services free of charge, with the following exceptions:

- Changing of future investments;
- Switches of accumulated savings;
- Change in the insured benefits.

The participant will be charged for all operations above a certain number a year. The rates are set out in the Employee Benefits plan regulations, provided by the employer to the participant.

8.2 The cost of purchasing, installing and operating the data processing equipment, access to Internet or other networks, and all telecommunications costs for the connection to the AG Insurance online site are borne by the user.

### 9. Intellectual property

The intellectual property rights concerning the information, publications and data available on the e-Benefits website belong exclusively to AG Insurance. Consequently, any cession, sale, distribution or reproduction of this information is forbidden, regardless of the form or method.

### 10. Privacy

The collection and use of data occur in accordance with the provisions of the Belgian privacy law.

AG Insurance, which is responsible for the handling, can use the personal data with a view to the management of its insurance products and services, including the promotion thereof, the management of the clients file, the drawing up of statistics. It reserves the right to communicate these data to professional intermediaries, brokers and consultants with whom it has business relations. Similar communication can also be made to other third parties whenever there is a legal or contractual obligation or a legitimate interest to do so.

You are entitled to consult and to correct your personal data where required. Also, you are entitled to oppose free of charge to the processing of your data for purposes of direct marketing, by ticking this box:

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Drawn up in two copies, with the participant and AG Insurance each confirming receipt of one copy.

Date : .....

Participant's family name and first name: .....

Participant's date of birth: ..... / ..... / .....

Employer's name:.....

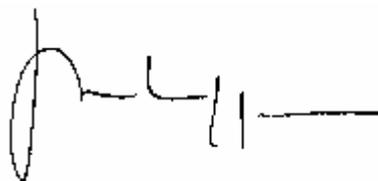
Personal address (used for correspondence):

Street, No, Box: .....

Postalcode: ..... Town: .....

Participant's signature:

Signature of AG Insurance:



Jean-Michel Kupper  
Managing Director  
AG Employee Benefits & Healthcare

**Please fill in, date and sign this document and return it as quickly as possible to:  
AG Insurance  
AG Employee Benefits – Services e-Benefits  
Boulevard E. Jacqmain, 53  
1000 Brussels  
On receipt of this document we will take the necessary steps for you to obtain you user name  
and password.**



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Participant's date of birth: ..... / ..... /.....

Employer's name:.....

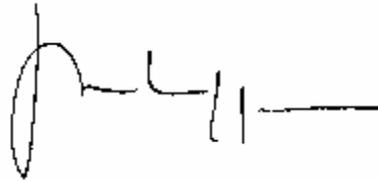
Personal address (used for correspondence):

Street, No, Box: .....

Postalcode: ..... Town: .....

Participant's signature:

Signature of AG Insurance:



Jean-Michel Kupper  
Managing Director  
AG Employee Benefits & Healthcare

**Copy to be signed and retained by the participant**