



## General Terms and Conditions of Pack Essential Pro (valid from Oct. 1<sup>st</sup> 2016)

The Pack Essential Pro is governed by these general terms and conditions and the General Banking Conditions of BNP Paribas Fortis SA/NV.

### Article 1: Description

#### 1.1 Pack Essential Pro

##### 1.1.1 Contents

The Pack Essential Pro is a package of banking services that is provided for a fixed quarterly fee. The Pack Essential Pro includes:

- Management fees for 1 current account for professional use, referred to below as the 'reference account'
- Management fees for 1 BNP Paribas Fortis bank card
- 1 Cash deposit card (legal entities) or Access card (natural persons)
- 1 Business Blue credit card (subject to acceptance) or Business Prepaid Card
- PC Banking, Easy Banking Phone, Easy banking App
- 1 Account insurance (for natural persons only)
- Replacement of bank and credit cards, PC banking card reader
- 1 Professional savings account
- A Filtering contract

The natural persons or legal entities concerned must apply for the financial services and extra advantages below that are included in the Pack Essential Pro, which will be granted if relevant eligibility conditions are met.

The financial services that are not included in the Pack Essential Pro can be obtained separately and will be charged at the standard price (available in branches) to the reference account.

##### 1.1.2 Extra advantages

The advantages below apply as described in the price list that is available in all branches.

The holder of a Pack Essential Pro (in case of natural persons) or a legal representative who is also a full or limited proxy (in case of legal entities) may obtain a new Comfort

Pack or Premium Pack for private use for one year (insofar as eligibility conditions are met) without paying the monthly fee, subject to a maximum of one Comfort Pack or Premium Pack for each Pack Essential Pro.

If the Pack Essential Pro is closed or converted to a Pro current account during the term of the advantage, the advantage will end at the end of the current month and the customer will then have to start paying the monthly fee for the Pack for private use.

If the Pack Essential Pro is converted to a Pack Flex Pro, the already allocated advantage will be retained for the remaining period of the 12 months.

If the Comfort Pack or Premium Pack to which the advantage is attached is closed or converted to a current account for private use, the customer will lose the right to the advantage.

If a Comfort Pack (or Premium Pack) is converted to a Premium Pack (or Comfort Pack), the advantage will restart for 12 months.

If the holder or co-holder of the Pack Essential Pro has a SIX Acquiring contract via BNP Paribas Fortis, he will be entitled to a quarterly cashback insofar as the quarterly fee of the Pack Essential Pro has been paid and at least 150 Acquiring transactions have been performed via the SIX Acquiring contract during the previous quarter. A maximum of one cashback per quarter can be paid for each professional Pack and each SIX Acquiring contract via BNP Paribas Fortis.

The Best Pack Advice is a service included in the Pack Essential Pro. The main holder of the Pack Essential Pro will automatically receive once a year a communication with advice on the most beneficial Pack depending on products and services held by the customer.

#### 1.2 Holder(s) of the Pack Essential Pro

The holder(s) of the Pack Essential Pro is/are the holder(s) of the reference account. This may be both legal entity(ies) and natural person(s) who must be of age (at least 18, natural persons).

If a Pack Essential Pro is opened by converting a normal professional current account at the request of the proxy for that account or by converting such an account opened in co-holdership by one of the co-holders, the proxy or the co-holder (who also accepts the opening of the Pack Essential Pro on his own behalf), acting as the applicant for its

opening, warrants the approval of that opening and of the services opened as part of the Pack Essential Pro by all/the other holder(s) or co-holder(s). He undertakes to inform the other holder(s) or co-holder(s) about the applicable prices and general conditions of the Pack Essential Pro.

The use of the Pack Essential Pro by the holder(s) will indicate approval.

### **1.3 Holdership of the Pack Essential Pro and of the included reference account**

The number of holders of the reference account and of the Pack Essential Pro is limited to two.

#### **Natural persons**

If a Pack/account is opened in co-holdership, the co-holders give each other power of attorney, without any power of substitution, so that each holder of the pack may perform the following transactions in connection with the pack type:

- switching the Package to another offer of BNP Paribas Fortis, subject to acceptance;
- adding products within the Pack

The contractual full proxies can perform as well the transactions in connection with the pack type, within the limits of their powers.

#### **Legal entities**

If the Pack/account is opened by a single holder, the transactions for the purpose of Pack management must be signed as stipulated in the articles of the company or in accordance with the contractual full or limited powers of attorney.

If the Pack/account is opened in co-holdership in the name of two legal persons, a reciprocal power of attorney is not automatically set at Pack/account level. Each legal person, holder of the account/Pack, must be represented in order to perform the transactions linked to the management of the Pack in accordance with the articles of the company or as stipulated in the contractual full or limited powers of attorney. The legal representatives or contractual proxies must perform every transaction within the limits of their granted powers.

The transactions that legal representatives or contractual proxies may perform are:

- switching the Pack to another offer of BNP Paribas Fortis, subject to acceptance;
- adding products within the Pack

### **1.4 The account of the Pack Essential Pro**

The account of the Pack Essential Pro must comply with the following conditions:

- A current account in EUR for professional use
- One or two holders
- Reciprocal power of attorney if the two holders are natural persons
- May not be a third-party or subaccount
- May not be a 'bare owner' account

#### **Article 2: Juridical professionals**

No special conditions apply to legal professionals (civil-law notaries, lawyers, bailiffs and bankruptcy trustees).

The reference account within the Pack Essential Pro must be a legal practice account. There are no restrictions on the number of holders or with regard to reciprocal powers of attorney.

The Best Pack Advice and the cashback as part of a SIX Acquiring contract are not applicable.

#### **Article 3: From when (opening) to when (closing) do the services and benefits of the Pack Essential Pro apply?**

- Management fees of current account for professional use:
  - Existing account: from the month following inclusion in the Pack to the end of the month of removal from the Pack
  - New account: from the calendar day of inclusion in the Pack to the end of the month of removal from the Pack
- Management fees of BNP Paribas Fortis bank card
  - Existing bank card: from the month following inclusion in the Pack to the end of the month of removal from the Pack
  - New bank card: from the calendar day of inclusion in the Pack to the end of the month of removal from the Pack
- Cash Deposit card:
  - Existing card: from the month following inclusion in the Pack to the end of the month of removal from the Pack
  - New card: from the calendar day of inclusion in the Pack to the end of the month of removal from the Pack
- Business Blue Credit Card or Business Prepaid Card:
  - Existing card: from the month following inclusion in the Pack to the end of the month of removal from the Pack
  - New card: from the calendar day of

inclusion in the Pack to the end of the month of removal from the Pack

- Account insurance: from the start of the calendar year of opening to the end of the current calendar year. There is no proportional repayment of previously charged costs.
- Pack for private use (Comfort Pack/Premium Pack):
  - New Pack: from the calendar day of opening the Pack for private use to the end of the 12<sup>th</sup> month after opening the Pack for use. Compliance with the eligibility conditions will be verified each month.
- Cashback under a SIX Acquiring contract via BNP Paribas Fortis:
  - During the quarter following the immediately preceding quarter in which at least 150 Acquiring transactions have been performed. Compliance with the eligibility conditions will be verified each quarter.

#### **Article 4: Quarterly fees**

The holder(s) of the Pack Essential Pro agree(s) that the reference account will be debited each quarter with the fee for the Pack. The quarterly fee is collected with value date that of the first day of the current quarter. The last quarterly fee will be collected in the closing quarter.

The undersigned declare(s) to have taken note of the pricing and quarterly fee of the Pack, as specified in the price list that is available in all branches.

#### **Article 5: Closure of the Pack Essential Pro**

The Pack Essential Pro can be closed upon request of the sole holder, one of the co-holders or at the bank's initiative.

- At the request of the holder(s): the holder(s) may cancel the Pack Essential Pro at any time by means of a simple message to the branch
- At the bank's initiative: the holder(s) will automatically cease being a Pack Essential Pro holder in the following cases:
  - If the conditions of Articles 1.2, 1.3 and 1.4 are no longer fulfilled. In this case, the Pack will be separately converted to Pro current account
  - If the quarterly fee cannot be charged for whatever reason

If, for natural persons, the professional use of the reference account is changed to private use (at the initiative of the sole holder or one of the co-holders or the bank), the account will automatically be converted to a Comfort Pack for private use (insofar as the eligibility conditions are fulfilled) and the Pack Essential Pro will be closed.

If the Pack Essential Pro is closed, all financial services will be retained (unless the holder(s) expressly request(s) otherwise) subject to the standard prices and conditions applicable to professional customers (available at branches).