



General Terms and Conditions of Pack Flex Pro (valid from Oct. 1st 2016)

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

Article 1: Description

1.1 Pack Flex Pro

1.1.1 Contents

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

- Management fees for 2 current accounts for professional use
- Management fees for 3 BNP Paribas Fortis bank cards for each current account
- 1 Cash deposit card (legal entities) or Access card (natural persons) on the main account
- 2 Business Blue/Business Silver credit cards (subject to acceptance) or Business Prepaid Cards on the main account
- PC Banking, Easy Banking Phone, Easy banking App
- 3 Easy Banking Business user cards (in case of 2 holders, 3 users cards per account)
- CODA/XML reporting for each current account
- 1 Account insurance (for natural persons only) on the main account
- A fixed number of 15 counter transactions (with the help of an adviser) per quarter on the main account
 - Non-urgent European (SEPA) transfers
 - Non-urgent paper transfers
 - Cash withdrawals at the counter
 - Ordering a cheque book
 - Debiting of national cheques
 - Deposit of cheques at the counter
 - Deposit of cash at the counter
 - Deposit of coin bags
- Fixed number of three rejected transactions per quarter due to insufficient balance for each current account
- Replacement of bank and credit cards, PC banking card reader
- 1 professional savings account
- A Filtering contract

The natural persons and legal entities concerned must apply for the financial services and extra advantages below that are

included in the Pack Flex Pro, which will be granted if relevant eligibility conditions are met.

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

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 Flex 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 three Comfort Packs or Premium Packs for each Pack Flex Pro.

If the Pack Flex 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 start paying the monthly fee for the Pack for private use. If the Pack Flex Pro is converted to a Pack Essential Pro, the customer will still be entitled to one advantage only. Only the most recently granted advantage will be retained for the remaining period of the 12 months; the other advantages will be cancelled.

If the Comfort Pack or Premium Pack to which the advantage is attached is closed or converted into 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 Flex 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 Flex 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 Flex Pro. The main holder of the Pack Flex 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 Flex Pro

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

If a Pack Flex 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 Flex 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 Flex 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 terms and conditions of the Pack Flex Pro.

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

1.3 Holdership of the Pack Flex Pro and of included account(s)

The number of holders of the account(s) and of the Pack Flex Pro is limited to two.

A maximum of two current accounts for professional use may be linked to the Pack Flex Pro. If there are two current accounts, the holdership on both accounts must be identical.

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:

- adding a new or existing current account to the Pack, on condition that holdership of the current account added to the Pack is exactly the same as holdership of the account in the pack;
- switching the Pack to another offer of BNP Paribas Fortis, subject to acceptance;
- changing the main account to another current account that belongs to the Pack;
- removing a current account from the Pack;
- 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 association of the enterprise 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:

- adding a new or existing current account to the Pack, on condition that holdership of the current account added to the Pack is exactly the same as holdership of the account in the Pack;
- switching the Pack to another offer of BNP Paribas Fortis, subject to acceptance;
- changing the main account to another current account that belongs to the Pack;
- removing a current account from the Pack.
- adding products within the Pack

1.4 The account(s) of the Pack Flex Pro

The main account is the current account that is debited with the costs associated with the Pack Flex Pro.

The paid products and services that are not included in the Pack Flex Pro are charged to the account to which the product/service is linked (not necessarily the main account).

The removal of the main account in the Pack Flex Pro has as a consequence that the remaining account in the Pack will become the main account and will be debited with the fees of the Pack Flex Pro.

In case of changing the main account in the Pack Flex Pro, some products can become charged.

The account(s) of the Pack Flex Pro must comply with the following conditions:

- 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 juridical professionals (civil-law notaries, lawyers, bailiffs and bankruptcy trustees). The current account within the Pack Flex Pro must be a legal practice account and is limited to one account per Pack. 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 benefits of the Pack Flex 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/Silver 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
- Easy Banking Business user cards: there is maximum one contract Easy Banking Business per

holder. The cost account of Easy Banking Business should be one of both accounts of the Pack Flex Pro.

- Existing service: from the quarter following the inclusion in the Pack to the end of the quarter of removal from the Pack
 - New service: from the calendar day of inclusion in the Pack to the end of the quarter of closure
- CODA/XML:
 - Existing contract: from the month following inclusion in the Pack to the end of the month of removal from the Pack
 - New contract: 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.
 - Counter transactions/rejected transactions:
 - From the calendar day of opening the Pack to the calendar day of closing the Pack
 - 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 12th month after opening the Pack for private 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 Flex Pro agree(s) that the main 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.

- If the quarterly fee cannot be charged for whatever reason

Article 5: Closing the Pack Flex Pro

The Pack Flex 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 Flex 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 Flex Pro holder in the following cases:
 - If the conditions of Articles 1.2, 1.3 and 1.4 are no longer fulfilled for both accounts of the Pack Flex Pro. In this case, each account will be separately converted to a Pro current account.

If, for natural persons, the professional use of a Pack Flex Pro 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 into a Comfort Pack for private use (insofar as the eligibility conditions are fulfilled) and removed from the Pack Flex Pro. If that is the only account included in the Pack Flex Pro, the Pack Flex Pro will automatically be converted to a Comfort Pack for private use.

If the Pack Flex 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).