

*Document to be returned to  
Belfius Bank SA/NV, Management Belfius EasyCard (colli 11 RA), Place Charles Rogier 11, 1210 Brussels  
E-mail for Public & Social Banking customers: Public-Social-Banking@belfius.be  
For Corporate Banking-customers: your Operational Relationship Officer (or Corporate Banker)*

## FRAMEWORK CONTRACT

### Between

Belfius Bank SA/NV, whose registered office is situated at Place Charles Rogier 11, 1210 Brussels. Represented in this instance by Olivier Onclin, Director Marketing and Philippe Dedobbeleer, Deputy Director Marketing and referred to below as **'the Bank'**.

### And

Name and legal personality .....

Registered Office .....

RPM ..... VAT BE .....

Represented here by:  Mrs  Ms  Mr

Referred to below as **'the Customer'** .....

Referred to below jointly as **'the Parties'**;

### The following has been explained beforehand:

Whereas the Bank issues the Belfius EasyCard, which can be used by companies, public and social profit companies and/or entities;  
Whereas the Customer wishes to use this type of "prepaid" debit card;  
Whereas the Bank has given the Customer sufficient explanation as to how this product works;  
Whereas access to MyPortal|BelfiusWeb is necessary to enable the Customer to be able to manage the cards.

### The following has been agreed:

#### 1. Definitions

- **MyPortal|BelfiusWeb**: the Bank's online platform via which business customers are able to conduct their financial management.
- **Card**: the Belfius EasyCard that provides access to Belfius Self-Service Banking ATMs, the Bancontact/MisterCash network and the Maestro network.
- **Agreement**: this agreement for the distribution and use of the Belfius EasyCard.
- **Cardholder**: the natural person to whom a Card is allocated.
- **Identification**: the process of identification by way of a copy of or scanning of the electronic identity card, as well as identification based on an international passport.

In the event of a conflict between the MyPortal|BelfiusWeb Regulations and the Agreement, the latter shall prevail. However, it is clear for the Parties that the issue of Cards does not constitute a breach of the functionalities of MyPortal|BelfiusWeb.

#### 2. Subject

This Agreement sets out the rights and obligations of the Parties in the context of the Belfius EasyCard being made available by the Bank. This service enables the Customer to offer its target audience prepaid debit cards issued by the Bank.

This Agreement in no way breaches the application of the MyPortal|BelfiusWeb Regulations, as well as any other regulations and/or contracts that apply to the banking relationship between the Parties.

#### 3. Duration

The Agreement is entered into for an indefinite period of time and will come into effect on the date the Agreement is signed by the Parties.

#### 4. Early discontinuation of the Agreement

In the event of a failure by the Customer to comply with the terms of the Agreement, the Bank may serve notice of default on the Customer by registered letter. If the Customer has not taken appropriate measures within 5 work days after this letter being sent, the Bank may cease issuing new Cards for the Customer with immediate effect and without any form of compensation.

In the event of the Bank cancelling the Customer's access to the MyPortal|BelfiusWeb service, the Bank will also cease offering Cards.

A discontinuation scenario will be agreed by mutual consultation, under which the issue of new Cards will no longer be possible. The charges, as set out in article 9, will continue to be borne by the Customer throughout the period of the discontinuation scenario.

## **5. Termination of the agreement**

Both the Bank and the Customer may terminate the Agreement, subject to serving a notice period of 1 month. This termination must take place by registered letter. The Customer may send this letter to the following address: Belfius Bank, Management Belfius EasyCard (Colli 11/RA), Place Charles Rogier 11, 1210 Brussels.

## **6. Obligations of the Customer**

The Customer will act purely as a letterbox in the relationship between the Bank and the Cardholder. Under no circumstances may the Customer act on behalf of third parties in the name of and on behalf of the Bank.

The Customer undertakes to present the necessary contractual documents to the Cardholders for signature and to send these documents back to the Bank. This means that the Cardholder, with the exception of those Cardholders who cannot be identified in full, will be required to sign the 'general terms and conditions for the use of Belfius EasyCard' document.

The Customer acknowledges and accepts that in cases where the Cardholder cannot be identified in full, the amounts loaded on to the Card will remain the property of the Customer.

In the event of costs associated with the use of the Card (e.g. Maestro transaction fees, cash withdrawals, etc.) resulting in a negative balance on the Card, the Customer will accept responsibility for this negative balance.

In the event of the death of a Cardholder who could not be fully identified, the Bank will refund any remaining balance to the Customer's centralisation account.

The Customer acknowledges and accepts that a Card can only be cancelled when the Card has neither a positive or negative balance. The charges, as set out in article 9, will cease once the Card has been cancelled.

In the event of the Card being allocated to an employee for payment of business expenses, the Customer agrees to place use of the Card within the contractual context of the Cardholder's employment agreement or the employment regulations. It must be clear for the Cardholder that the amounts loaded on to the Card will remain the property of the Customer.

## **7. Loading and ordering Cards**

Cards may be ordered and loaded via MyPortal|BelfiusWeb.

Only the Customer may load the Card. Neither the Cardholder nor any third party may load the Card.

The Customer will hand over the PIN code for the Card to the Cardholder in a sealed envelope.

The Customer may carry out an unloading operation on the Card (i.e. debiting any provision) via MyPortal|BelfiusWeb, with the exception of Cards defined with usage "Internal payments" (type of usage is made at the allocation of the Card).

## **8. Operating principles of the Card**

The Card enables Cardholders to carry out Bancontact/MisterCash and Maestro transactions up to the provision in place on the Card. In principle, use of the PIN code will be required to carry out transactions.

The Card also enables the Cardholder to:

- View the balance at Belfius ATMs;
- Print off the history of the Card (limited to the last 15 transactions);
- Carry out cash withdrawals;
- Make transfers (SEPA credit transfers) (on condition that the Cardholder is fully identified);
- Change the PIN code.

In the event of the loss or theft of the Card, the Cardholder must contact CardStop immediately. If the Cardholder cannot be fully identified, he/she must contact the Customer in the event of the loss or theft of the Card. The Customer will contact CardStop immediately.

The Bank may block the use of Maestro outside Europe. The Cardholder may lift the block on the Card temporarily by completing a form with the Customer.

Some terminals/devices (e.g. parking machines) offer the ability to carry out transactions with the Card without entering the PIN code. In this way, transactions can be initiated with the Card simply by inserting the Card in the terminal, followed (or not) by pressing an 'OK' button. These transactions may be for a maximum of 25 EUR, with a combined maximum of 50 EUR. After using the PIN code, the Cardholder may then conduct transactions again without using the PIN code. The Cardholder can deactivate the option of carrying out transactions without a PIN code.

## 9. Charges

The Customer accepts the charges stated in attachment 1 of the Agreement.

The Bank reserves the right to adapt the rates mentioned in attachment 1. This adaptation will be communicated to the customer reasonably in advance of the actual application of the new rates.

The Customer grants the Bank the right to debit the amounts it owes automatically if these amounts are not transferred to the Bank by the due date. However, the Bank is not obliged to make use of this right.

The Cardholder will pay the following fees:

- o Where appropriate when carrying out a Bancontact/MisterCash or Maestro transaction.
- o Transactions carried out at the service desk of a Belfius branch.

## 10. Liability of the Bank

The Bank can only be held liable in the event of gross misdemeanour or negligence. If this is the case, liability can only relate to the direct damage suffered, as demonstrated by the Customer.

The Bank cannot be obliged to fulfil its obligations under this Agreement in the event of force majeure. Force majeure includes, for example, but not exclusively, war, riot, attack, disaster and strike, non-functioning of the communication network (such as the SWIFT network), and other similar occurrences.

## 11. Privacy

The Bank, as well as the companies with which the Bank is contractually bound, use the Cardholder's personal details, including data relating to payment transactions, the Cardholder's assets and the personal details of his/her spouse, partner and members of his/her family living at the same address, for the purpose of managing their accounts, investments, insurance, loans or other products, in order to offer the Cardholder appropriate insurance or financial and related products and services and to assess the relationship with the Cardholder and his/her spouse. The data may also be processed to prevent misuse, detect fraud, manage disputes and ensure that the Cardholder's employees, authorised bank agents and the persons employed by an authorised bank agent are fulfilling their obligations under the law or that arise from their employment agreement or from the mandate of authorised bank agent, including with regard to gifts, proxies and so on.

In order to guarantee the quality of the personal data, the Bank may call on the services of third parties to supplement or enhance this data. The processing of data may include a notification or exchange of data between certain entities in the group. When the Bank works with third parties that process certain items of the Cardholder's data, these third parties undertake to safeguard the confidential nature of the data. The Bank takes the necessary measures to ensure that these third parties safeguard the confidential nature of this data in order to guarantee its security, in particular when this results in personal data being transferred to countries outside the European Union where the legislation does not provide a level of protection for personal data that is equivalent to that provided in Belgium of the European Union. For security reasons, the premises of the Bank and the automatic Self-Service Banking machines and the Bancontact/Mister Cash – Maestro systems are placed under camera surveillance. The data gathered is processed in order to guarantee the security of persons and goods.

Any person whose data is processed by the Bank may object at any time to the use of his/her personal data for direct marketing purposes by writing to Belfius Bank, Customer and Account Data Management, Colli 11, Place Charles Rogier 11, 1210 Brussels. Any person may exercise his/her rights of access and amendment by writing to the same address, enclosing a copy of the front of his/her identity card.

## 12. Confidentiality

The Parties declare that they will deem and treat all data and all internal documents that they receive or exchange in the context of the Agreement as confidential. Regardless of the way in which information is obtained, this rule will be applied in particular (but not limited to) any document that relates to the business of the Parties, such as commercial secrets, technical and financial information, data, models, systems, designs, projects, customers, information about products, the material used and any other written, spoken, electronic or graphical information relating to the other Party.

The Parties will only pass on confidential information to employees or expert advisers who are immediately involved with the execution of this Agreement and who necessarily need to have this information for the fulfilment of their tasks. Where appropriate, the Parties guarantee that these persons will be notified of the confidential nature of this information.

All confidential information remains the exclusive property of the Party disclosing it.

## 13. Applicable law

The Agreement is governed by Belgian law. The courts in Belgium have sole jurisdiction.

Drawn up at ....., on ..... in two copies, with each party acknowledging it has received one copy.

Signature Belfius Bank:



Patrick Devis & Philippe Dedobbeleer

Signature the Customer:

## Tariff structure

The prices indicated below include VAT.

### → **Card creation charge : 2 € per Card**

Single charge on ordering a card debited to the account of the institution indicated on the order as the centralizing account for card-related charges. The total amount in relation to the number of cards ordered will be debited to that account and the detail will be provided in an appendix to the account statement.

### → **Inclusive card management charge (including Bancontact/MisterCash, Maestro, SSB) : 10 € per card, per annum**

Annual inclusive charge debited at the end of the year, (in arrears and prorated to the number of months during which the card is active. The blocking of a card does not interrupt management charges) to the centralizing account for charges indicated on the order. The total amount in relation to the number of active cards will be debited to that account and the detail will be provided in an appendix to the account statement.

### → **New PIN code : 1,50 €**

Single charge debited on a request for a new PIN code to the account of the institution indicated on the order as the centralizing account for card-related charges.