

ING Lion Premium Savings Account & ING Lion Deposit

Regulations (these Savings Accounts are not marketed anymore)

1st September 2022



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I Purpose

Article 1

These regulations relating to the ING Lion Premium Savings Account or ING Lion Deposit (hereinafter referred to as the “Regulations”) govern the relationship between ING Belgium SA/nv (hereinafter referred to as “ING Belgium”) and the holder and/or joint holder (hereinafter referred to as the “Client”) of an ING Lion Premium Savings Account or an ING Lion Deposit (hereinafter both referred to as the “Online Savings Account”). Furthermore, this relationship is governed by the General Regulations of ING Belgium (and in particular by the provisions of Article 75 relating to savings accounts) insofar as the following provisions do not derogate from the provisions within these Regulations.

These Regulations and the General Regulations of ING Belgium are available on the ING Belgium website (www.ing.be), at ING branches or through ING Client Services on 02 464 60 04.

II Definition

Article 2

The Online Savings Account is a regulated electronic savings account¹ denominated in euros (EUR). From 1st January 2021, the ING Lion Premium Savings Account and the ING Lion Deposit Savings Account are no longer being marketed.

For private individuals who are residents of Belgium, the law considers an initial tranche of interest on regulated savings deposits as tax-exempt. The amount of this tranche is indexed annually. If the savings account is opened in the name of both spouses or legal cohabitants, this amount is doubled. Taxpayers who are liable to personal income tax are obliged by law to indicate in their annual tax return the total amount of interest received from their regulated savings accounts held with ING Belgium and other financial institutions that exceeds the amount of the non-taxable tranche and on which no withholding tax has yet been levied.

¹ Regulated savings accounts are governed by the provisions of Article 21, 5° of the Belgian Income Tax Code and Article 2 of the Royal Decree of 27 August 1993 implementing the said Code, as amended by the Royal Decree of 1 July 2006, the Royal Decree of 30 July 2008, the Royal Decree of 7 December 2008 and the Royal

ING Belgium verifies whether the amount of the tax-exempt tranche has been reached each time the base interest and/or fidelity premium is/are deposited to the account. To do this, it takes into account all the amounts allocated during the tax period (without, however, taking account of the other savings accounts for which the client is holder or joint holder). Withholding tax is due as soon as the sum of these amounts exceeds the limit referred to above, on the amount exceeding the tranche. The capital saved is accessible at all times.

Cash deposits and withdrawals to/from the Online Savings Account are not authorised.

ING Belgium reserves the right to set a maximum amount for the regulated Savings Account. If applied, ING Belgium shall make available, without prior notice, the amount exceeding this ceiling, in the manner that ING Belgium deems appropriate, into another ING Belgium account in the name of the same holder(s) and with account management powers identical to those of the regulated savings account concerned (including the same proxies and limits in terms of management powers). This account may be an ING Belgium current account or, failing that, an ING Invest Account. If the Customer has neither an ING current account nor an ING Invest Account, he authorises ING Belgium to open an ING Invest Account free of charge for this purpose (subject, however, to the applicable taxes) in the name of the same holder(s) and with the same account management powers as those of the regulated savings account concerned (including the same authorised proxies and limits in terms of management powers). The ING Invest Account is governed by ING Belgium's General Banking Regulations (and in particular by the provisions of Article 75bis). Interest may be charged on the ING Invest Account, in accordance with the said Article 75bis. Unless otherwise agreed, communications relating to this new ING Invest Account, (including account statements) will follow the communication method chosen for the savings account.

If a maximum amount is applied, the Client will be informed beforehand of this maximum amount change

Decree of 27 September 2013 (subject to possible subsequent amendments). As a result, interest paid on a savings account is exempt from withholding tax up to an amount defined by the applicable legislation.

with reasonable notice of at least one month.

In such case the Client shall have the option, before the implementation date for the new terms and conditions indicated in the notice, to inform ING Belgium of his/her refusal to accept the modification which has been announced and immediately close his/her Savings Account in question in accordance with Article 19. Failing such closure of the account, the Client shall be deemed to have accepted this modification.

III Management

Article 3 - Clients

An Online Savings Account can only be held by adult private individuals whose domicile is registered in Belgium, have a valid e-mail address, and full legal capacity. The holder and - where appropriate - the joint holder of an Online Savings Account are always the persons who have opened the Online Savings Account. Each Online Savings Account may have a maximum of two joint holders.

One person cannot be the holder of more than one ING Lion Deposit in his/her name. However, he/she can also be - once only - the joint holder of an ING Lion Deposit. One person cannot be the holder of more than one ING Lion Premium Savings Account in his/her name. However, he/she can also be - once only - the joint holder of an ING Lion Premium Savings Account.

Without prejudice to the provisions of this Article, no account management mandates can be granted with a view to managing an Online Savings Account.

Management of these accounts (including execution of transfers) is only possible via the Home'Bank / Business Bank services, along with the ING Banking app of ING Belgium. The Customer who has a debit card linked to a current account with ING Belgium can also manage the online savings account of which he is holder or joint holder by using the ING Online services available at ING Belgium branches.

Article 4 - Powers of attorney and initial transfer

Any holder of an Online Savings Account has full management authority over that Online Savings Account, with any limits indicated in the "Powers of attorney" documents of the reference account defined in Article 5 below not applying. If an Online Savings Account is opened in the name of two joint holders,

each one of them has full management authority over that Online Savings Account.

The Client is not the holder or joint holder of a current account held with ING Belgium he/she must make an initial transfer of a minimum of EUR 0.01 in favour of the Online Savings Account by debiting the reference account as defined in Article 5 below. If such initial transfer is made by means of a debit to an account other than the reference account specified by the Client or if it is made by debiting the reference account but does not meet the conditions of Article 5 below, the amounts thus credited to the Online Savings Account shall be re-transferred from the Online Savings Account to the account to which they were debited and the Online Savings Account shall be automatically closed.

Article 5 - Reference account

The reference account is the current account to which the Online Savings Account is linked. The Client has specified a reference account when the Online Savings Account is opened and can, in accordance with Article 17 of these Regulations, subsequently change such reference account.

The reference account must be a current account opened in the name of the same holder or holders as the Online Savings Account. If the Client is not the holder of a current account with ING Belgium, the reference account can also be a current account for which the Client is holder or joint holder held with another financial institution established in Belgium and certified by the National Bank of Belgium and the Financial Services and Markets Authority (FSMA). Conversely, if the Client is the holder of one or several current accounts with ING Belgium, the reference account must be a current account held with ING Belgium.

IV Transactions

Article 6 - Credit transactions

An Online Savings Account can only be credited by means of transfers - based on a one-off or standing order

- from any current account held with ING Belgium or another financial institution or
- from a regulated savings account held with ING Belgium in the name of the same Client (as holder, joint holder or legal representative). However, in accordance with Article 4 of these Regulations, the initial transfer in favour of the Online Savings Account must be carried out through a debit to the

reference account as defined in Article 5 above.

- from an ING Invest Account held with ING Belgium where the Client as holder or co-holder.

Cash deposits to an Online Savings Account are not authorised, either at the counter of an ING Belgium branch or via an ING Belgium SelfBank terminal.

Article 7 - Debit transactions

Withdrawals from an Online Savings Account can only be carried out through transfers in favour:

- of the reference account, as defined in the Article 5 above
- of any current account held with ING Belgium for which the Client (minor or mentally incapable) is holder or joint holder
- of a regulated savings account held with ING Belgium for which the Client is holder, joint holder or legal representative.
- of an ING Invest Account held with ING Belgium where the Client as holder or co-holder.

Withdrawals from an Online Savings Account can nonetheless also be carried out:

- for payment to ING Belgium and on the initiative of ING Belgium, in accordance with Articles 48 and 49 of the General Regulations of ING Belgium, of outstanding amounts that cannot be paid - in principal, interest, fees and expenses - owed by the Client in capital, interest or incidentals as a result of any credit, loan or other facility granted by ING Belgium or an institution represented by ING Belgium, provided the compensation is not prohibited by mandatory statutory provisions; or
- for payment to ING Belgium of insurance premiums and any other costs relating to the Online Savings Account in question.

Transfers in favour of any account cannot in any case be the subject of a standing order. Cash withdrawals from an Online Savings Account, whether at the counter of an ING Belgium branch or an ING Belgium SelfBank terminal, are not authorised. Debit transactions are booked according to the LIFO (last in-first out) method, which means that a withdrawal is first offset against the amounts for which the premium acquisition period is the least advanced. If the same premium acquisition period applies to several amounts, the first amount to be impacted shall be the one for which the fidelity premium is the lowest. In accordance with the legislation referred to in Article 2 of these Regulations, ING Belgium reserves the right to limit withdrawals to

EUR 2,500 per fortnight and to submit withdrawals exceeding EUR 1,250 to a period of notice of five calendar days.

Article 8 - Account statements

Transactions relating to an Online Savings Account are set out in account statements, which are made available free of charge via the Home'Bank / Business'Bank services.

V Interest, premiums and charges

Article 9 - Principles

Capital booked on an Online Savings Account earns base interest and a fidelity premium calculated on the basis of rates expressed on an annual basis, provided the conditions set out in Articles 12 and 13 below are met.

Article 10 - Fixing of rates

The fixing of the interest rates applicable to the capital booked on an Online Savings Account is governed by the legislation referred to in Article 2 of these Regulations.

Article 11 - Publication of rates

The base rate and the rate of the fidelity premium - expressed on an annual basis - are published on www.ing.be and indicated in the publication "Annual interest rates on accounts", which is available for consultation at any ING Belgium branch.

Article 12 - Granting of the fidelity premium

The fidelity premium is granted on all the capital which stays on an Online Savings Account for a period of 12 consecutive calendar months (hereafter "the fidelity period").

The fidelity period starts at the latest on the first calendar day after the calendar day on which the capital is booked on the Online Savings Account or on the first calendar day after the last calendar day of the previous fidelity period.

The fidelity premium granted at any given time is the same for new capital deposits to an Online Savings Account and for deposits for which a new fidelity period starts to run.

Since January 1st 2014, save in the context of the execution of a standing order, in the case of a transfer from one regulated savings account¹ to another regulated savings account¹ opened in the name of the

same holder with ING Belgium, the fidelity premium acquisition period for the first regulated savings account¹ shall continue to apply subject to the condition that the transfer amount is at least EUR 500 and that the holder in question has not already carried out three transfers of this type from the same regulated savings account¹ during the same calendar year. In the case of such a transfer, the fidelity premium shall be calculated pro-rata temporis in accordance with the rate of the fidelity premium applicable to each regulated savings account¹.

Without prejudice to the principle of maintaining the proportionality of the fidelity premium as described in the paragraph above, the fidelity premium which applies at the time the capital is booked on an Online Savings Account or at the start of a new fidelity period continues to apply for the whole of the fidelity period.

Article 13 - Interest calculation and payment

The amount of interest (base interest and fidelity premiums) payable on the capital booked on an Online Savings Account is calculated on an annual basis, once a year.

The base rates are calculated at the base interest rate according to the following terms and conditions:

- amounts transferred to an Online Savings Account earn interest as from the calendar day following the calendar day on which they are booked on the Online Savings Account
- amounts transferred from an Online Savings Account stop earning interest as from the day of the debit;

The fidelity premium is calculated for the entire fidelity period. Debits to an Online Savings Account are charged to the amounts for which the premium acquisition period is the least advanced.

Credits and debits carried out on the same calendar day are set off when calculating the base rates and the fidelity premium.

For any Online Savings Account, the base interest is booked on 31 December of each year at midnight and covers all base interest accrued during the last calendar year at the time of the booking in question. Base interest is deposited each year to an Online Savings Account at the latest by the second bank working day of January of the year following the year for which the

base interest was booked, with the value date for the crediting of the base interest being 1 January of that same year.

Fidelity premiums are booked on 31 March, 30 June, 30 September and 31 December of each year at midnight. This booking covers all the fidelity premiums acquired during the quarter ending on the booking date in question. Fidelity premiums are deposited to an Online Savings Account on a quarterly basis, at the latest on the third bank working day of the months of April, July, October and January which respectively follow the first, second, third and fourth quarters of a calendar year during which the fidelity premiums were acquired and for which the fidelity premiums were booked. They accrue base interest as from, respectively, 1 April, 1 July, 1 October and 1 January following the quarter during which they were acquired and for which the fidelity premiums were booked. These dates correspond to the value dates for the crediting of the fidelity premiums to the account.

Article 14 - Opening, management, transaction or closing fees

ING Belgium reserves the right to charge fees for the management and debit or credit transactions linked to this account. Any charges are set out in the applicable Tariffs published on www.ing.be. No charges are due when the Client closes a regulated Savings Account.

Article 15 - Interest rate fluctuations and conditions for granting or calculating interest

The base interest rate and the rate of the fidelity premium are subject to:

- downwards fluctuations following the downwards revision of the legally authorised maximum interest rate in accordance with Article 2, 4, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹; or
- either upwards or downwards fluctuations on the initiative of ING Belgium depending on market conditions.

Any increase in the base interest rate shall be maintained for a period of at least three months, save in the case of a downwards revision to the ECB refinancing rate in accordance with Article 2, 4°, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹.

If the information communicated by ING Belgium

expressly mentions a guaranteed rate, the base interest rate can be guaranteed for a period determined by ING Belgium, subject nonetheless to a reduction in the legally authorised maximum base rate in accordance with Article 2, 4 c of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹.

The conditions for granting and calculating interest are subject to:

- change following an amendment to the provisions of Article 2 of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹; or
- revision - whether upwards or downwards - on the initiative of ING Belgium depending on market conditions.

Amendments proposed by ING Belgium with regard to interest rates or the conditions for granting or calculating interest shall be communicated to Clients, within a reasonable timeframe before their implementation, by means of a dated message included with the account statements of Clients or sent to Clients in an ordinary letter or an e-mail message. Furthermore, the new conditions shall be indicated in the publication "Annual interest rates on accounts". This publication shall be made available to Clients at the latest when the amendments come into force.

The interest rates or conditions for granting or calculating interest thus amended shall come into force on the date indicated in the aforementioned notification and set out in the publication on interest (without prejudice to Article 9 of these Regulations). In the event of such an amendment, Clients have the right, within the aforementioned reasonable timeframe before the new rates or conditions come into force, to immediately close their Online Savings Account without any charges or compensation, in accordance with Article 19 of these Regulations.

However, ING Belgium may amend the interest rates of Online Savings Accounts without prior notice provided it has a valid reason. In addition, in the case of an amendment to the aforementioned rates to the benefit of Clients (e.g. an increase in rates), ING Belgium reserves the right to implement such amendment without prior notice and without a valid reason. In either of the aforementioned cases, ING Belgium shall nonetheless inform Clients as soon as possible after the amendment and Clients shall be free to immediately

close their Online Savings Account without any charges or compensation, in accordance with Article 19 of these Regulations.

Save in the case of mandatory legal provisions to the contrary, interest rates apply according to the following conditions:

- in the case of a change to the base interest rate: the base interest is calculated *pro-rata temporis* to the various rates in force during the period of the year to which they relate;
- in the case of a change to the rate of the fidelity premium: the amount of the fidelity premium - for the total capital on which it is granted - is calculated at the interest rate in force when the capital was booked to the Online Savings Account or, where applicable, at the beginning of a new fidelity period.

VI Amendments and closing

Article 16 - Changes to personal details of Clients

Clients can change their e-mail address and phone number via the Home'Bank / Business'Bank services. To change the address of their domicile, Clients who are not the holder or joint holder of another account with ING Belgium must send a copy of the front and back of the identity document issued by the Belgian authorities (e.g. identity card):

- either by post to ING Savings Online; DA 852-619-2, 9000 Ghent ;
- or by fax to 09/268 18 91 ;
- or by e-mail to ingsavingsonline@ing.be .

Clients who are the holder or proxy of another account with ING Belgium (in addition to an Online Savings Account) must, to change the address of their domicile, contact the ING Belgium branch where their Online Savings Account is held, in accordance with Article 11 of the General Regulations of ING Belgium.

Article 17 - Change of reference account

Changing the reference account - as defined in Article 5 of these Regulations - is only possible if the holder(s) of the new reference account is (are) the same as that (those) of the Online Savings Account. However, Clients who have a reference account with ING Belgium cannot change it to a reference account opened with another financial institution. If the new reference account is a current account opened with ING Belgium, the Client can submit the request to change the reference account by sending an email to info-

savingsonline@ing.be. ING Belgium shall take into account a change thus requested as rapidly as possible and at the latest within five bank working days following receipt of the application to change.

If the new reference account is a current account held with another Belgian financial institution established in Belgium and certified by the National Bank of Belgium and the Financial Services and Markets Authority (FSMA), the Client is required to send an application to change to ING Belgium (within 30 days):

- either by post to ING Savings Online; DA 852-619-2, 9000 Ghent ;
- or by fax to 09/268 18 91 ;
- or by e-mail to ingsavingsonline@ing.be

and :

- enclose a copy of the back and front of the identity document issued by the Belgian authorities (e.g. identity card) to the holder(s) of the Online Savings Account;
- enclose a copy of a recent account statement or breakdown showing the account number and the name of the holder(s) of the new reference account; and
- transfer a minimum of EUR 0.01 from such new reference account.

If the aforementioned conditions are not met within the prescribed timeframe, ING Belgium shall not take account of the application to change the reference account and the existing reference account shall remain valid. Clients are required to notify ING Belgium and proceed with a change of the reference account in accordance with this Article in the following cases:

- the holder or joint holder of the reference account has been changed or revoked and the reference account no longer complies with the conditions set out in Article 5 of these Regulations;
- the reference account has been closed.

Article 18 - Change, removal or addition of a joint holder for an Online Savings Account

Changing, removing or adding a holder or joint holder for an Online Savings Account is not authorised. Nonetheless, an existing Online Savings Account can be closed and a new Online Savings Account opened in

accordance with Article 3 of these Regulations.

Article 19 - Closing an Online Savings Account

Clients are entitled, at any time and without justification, to close their Online Savings Account with immediate effect (without prejudice to the subsequent provisions of this Article) without any charges or compensation.

Any request by the Client to close an Online Savings Account must be submitted via Home'Bank, ING Banking App or ING Client Services. In cases where the Online Savings Account is the last account held by the Client with ING Belgium and the non-existence of a reference account linked to the online Savings Account clients may also submit their request to close the Online Savings Account in an ING Belgium branch.

ING Belgium has the right to close, at any time and without justification, a Client's Online Savings Account subject to a notice period of at least two months, to be sent in writing or on any other physical medium, without any charges or compensation.

Once ING Belgium has received the Client's request to close an Online Savings Account or once the period of notice for closing the Online Savings Account notified to the Client by ING Belgium has expired, and insofar as the Online Savings Account of the Client is showing a credit balance in favor of the Client once all outstanding transactions and commitments have been settled, such balance, including the interest payable pursuant to the legal or statutory provisions as well as the general terms and conditions, shall be transferred as soon as possible, without additional charges, to the reference account as defined in the above Article 5 or in favor of any current account held with ING Belgium for which the Client is holder or joint holder or of any savings account held with ING Belgium for which the Client is holder or joint holder or for which the spouse of the Client or a second-degree at most relative to the Client is holder or joint holder.

Once the aforementioned amounts have been transferred to the reference account and provided the Client makes a request to that effect, ING Belgium shall pay such amounts to the Client or transfer them to a payment account of a payment services provider indicated by the Client. For certain types of reference accounts, the balance cannot be withdrawn at the counter and can only be transferred to another account.

In case the Online Savings Account is the last account held by the Client with ING Belgium and there's no a

reference account linked to the online Savings Account, the Client may specify on which account on his name he wishes to receive the remaining balance. Where no preference is indicated, ING Belgium shall make the funds available as soon as possible in any manner it deems appropriate.

The relevant amounts shall be debited from the Online Savings Account at the latest within a period of five bank working days following either receipt of the request from the Client to close the Online Savings Account or expiry of the period of notice for closing such account as notified by ING Belgium.

This provision applies without prejudice to public order legal provisions requiring ING Belgium to close an Online Savings Account and/or take specific steps in exceptional circumstances.

Article 20 - Incapacity or death

If the Client is declared to be incapable, the Online Savings Account shall be closed and the capital shall be transferred together with the related interest to the reference account

If the Client dies, the heir(s), assignees and/or universal legatee(s) of the Client are required, once the devolution of the estate has been notified to ING Belgium in accordance with the applicable legal and contractual provisions (see in particular the General Regulations of ING Belgium), to close the Online Savings Account. Once such account has been closed, the capital as well as the related interest shall be transferred to the account designated by the heir(s), assignees and/or universal legatee(s).

VII Complaints

Article 21

Without prejudice to the provisions of Articles 3, 10 and 19 of the General Regulations of ING Belgium, any complaints relating to a transaction processed by ING Belgium must be notified to the latter in writing as soon as possible.

In accordance with the provisions (particulars) set out in Article 4 of these Regulations, any complaints may be sent to ING Belgium's Complaint Management department:

- either by electronic message to the following address: plaintes@ing.be
- or by using the online form at www.ing.be ([https://www.ing.be/fr/retail/Pages/complaint-](https://www.ing.be/fr/retail/Pages/complaint-handling.aspx)

[handling.aspx](https://www.ing.be/fr/retail/Pages/complaint-handling.aspx))

- or by writing to the following address:
ING Complaint Management
Cours Saint-Michel
Sint Michielswarande 60
1040 Brussels
- or by calling the following number:
+32 2 464 60 04

If the Client is a consumer (i.e. a private individual acting for non-professional purposes) and does not obtain satisfaction from ING Belgium, he/she/it may file a complaint, free of charge, with the financial disputes Ombudsfijn (Ombudsfijn asbl, North Gate II, Boulevard du Roi Albert II 8/bte 2, 1000 Brussels - e-mail: ombudsman@ombudsfijn.be - phone number: 02 545 77 70 - cf. www.ombudsfijn.be for more information), without prejudice to the right of the Client to institute legal proceedings.

If such notification has not been given within a reasonable period of time, taking account of the nature of the transaction in question, the transaction shall be deemed to be correct and exact, and approved by the Client. In no case may the period exceed 60 calendar days from the date of the transaction concerned.

VIII Liability

Article 22

ING Belgium is liable for any serious or deliberate error committed by itself or its staff, notwithstanding the provisions of these Regulations, with the exception of minor errors.

IX Protection of personal data

ING Belgium respects the privacy of any individual, including that of the Client and that of any other individual concerned, in accordance with the legislation in force. The data controller for personal data on private individuals concerned is ING Belgium (webform (on www.ing.be/contact)).

The personal data communicated or made available to ING Belgium are processed by the latter in accordance with the EU Regulation of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the "EU Regulation") and with the Belgian legislation on the

protection of personal data and its implementing decrees.

Article 23 – Processing of data by ING Belgium

Besides the other data processed (from public or non-public external sources, where applicable) by ING Belgium mentioned in Article 6 (Protection of personal data) of ING Belgium's General Regulations, the personal data communicated to ING Belgium by the Client in connection with the Online Savings Account are processed by ING Belgium for the purpose of centralising customer management, managing accounts and payments as well as assets (investments), loans (where applicable), Intermediation services (insurance, leasing and/or other partner company products and services; list available on request), where applicable marketing (including research and statistics) banking, insurance and/or financial services (e.g. leasing) and/or other products or services (if applicable, provided by other partner companies; list available on request) provided by ING Belgium (unless the Client, upon request and without any charges, objects to direct marketing), obtaining a global overview of the Client, and monitoring transactions and preventing irregularities.

They are also processed by ING Belgium for the other (secondary, where applicable) processing purposes mentioned in Article 6 (Protection of personal data) of ING Belgium's General Regulations.

Article 24 – Communication of data by ING Belgium

These data are not intended to be communicated to third parties, other than:

- the people named by the Client;
- the independent agents of ING Belgium;
- the companies whose intervention is required to carry out the purposes of ING Belgium mentioned in Article 23 of these Regulations : a list of these main companies, acting in principle as processors of ING Belgium (and/or, where applicable, as joint or separate controllers), is available in the annex to the ING Belgium's Personal Data Protection Statement, appended to ING Belgium's General Regulations.
- the ING Group companies established or not established in the European Union;
- affiliated insurance companies outside of ING Group;

- ING Belgium partner companies (list available on request), operating in a Member State of the European Union, on behalf of which ING offers products or services, if the entities in question subscribe to them or have indicated an interest in them;

- insurance companies approved in Belgium (for which ING Belgium does not act as an intermediary) and local authorities and public bodies for the purpose of preventing fraud. ING Belgium's role is limited to confirming whether or not a person has an account number. The person's contact information or their associated account numbers are provided by the insurance company, the local authority or the public body in question, notably:

- Federal Pensions Department
- National Social Security Office
- National Annual Leave Office (ONVA)
- Fonds Social et de Garantie Horeca
- Famiris
- Fons
- Famiwal
- Ministry for the German-speaking Community, Department of Families and Social Affairs
- Kind & Gezin;

- competent authorities, notably the Central Contact Point operated by the National Bank of Belgium pursuant to Article 27 of the Regulations;

- credit institutions, financial and equivalent institutions covered in Article 5.6. of ING Belgium's General Regulations, under the conditions set out in this article;

in accordance with the following provisions.

Such data may thus be communicated to other companies of the ING Group established or not established in the European Union and carrying out banking, insurance and/or financial activities and/or other related activities (list available upon request) for the purpose of centralising customer management, marketing for banking, financial (eg. leasing), insurance and/or other services (except e-advertising and unless the Client objects, upon request and without any charges, to direct marketing), obtaining a global overview of the Client, the provision of their services (where applicable) and monitoring the regularity of transactions (including the prevention of irregularities).

Furthermore, the data collected by ING Belgium in its capacity as an insurance intermediary are also communicated to the insurance companies concerned

outside of the ING Group and established in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA and AXA Belgium SA, CARDIF(F)) and their representatives in Belgium (in particular NN Insurance Services Belgium SA for NN Non-Life Insurance nv), insofar as this is necessary for the purposes of evaluating the insured risk and, where applicable, entering into and managing the insurance policy, marketing their insurance services (excluding e-mail advertising), centralised customer management and verifying the regularity of transactions (including preventing irregularities).

Similarly, they may also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium.

However, ING Belgium only transfers data to a country that is not a Member State of the European Union not providing an appropriate level of protection in the cases laid down by the legislation applicable to protection of personal data, for example by specifying adapted contractual provisions as laid down in Article 46.2 of the EU Regulation.

Article 25 – Rights of the people concerned

Any natural person may, without charge, access the data relating to them and, where applicable, have such data corrected.

They may also ask for such data to be deleted or for the processing to be limited as well as object to such data being processed. Finally, they also have the right to data portability.

Any natural person may, without cost and on simple request, object to the processing of the data about them by ING Belgium for the purposes of direct marketing (regardless if it is direct marketing for banking, financial (including leasing) and/or insurance services, and/or direct marketing for other products or services (if applicable, provided by other partner companies - list available on request) offered by ING), and/or to the communication of such data, for the same purpose, to other ING Group companies and/or to affiliated insurers within the European Union and to their representatives in Belgium. They may also object, for reasons relating to their own specific situation, to the processing of their personal data for statistical purposes.

Article 26 – Declaration of confidentiality of ING Belgium and other provisions applicable for the protection of personal data, Data Protection Officer of ING Belgium and supervisory authority

For any further information about the processing of personal data by ING Belgium as well as, in particular, the taking of automated individual decisions by ING Belgium, the data recipients, the lawfulness of the processing, the processing of sensitive data, the protection of premises by security cameras, the requirement to provide personal data, the terms and conditions for exercising the rights granted to any person concerned and the retention of data by ING Belgium, the person concerned may consult:

- Article 5 (Professional discretion) and Article 6 (Protection of personal data) of the General Regulations of ING Belgium, and
- “ING Belgium’s Personal data protection statement” appended to the aforementioned Regulations.

For any question regarding the processing of personal data by ING Belgium, any person concerned may contact ING Belgium via its usual communication channels:

- by logging into the ING Banking or ING Home*Bank/Business*Bank services and, where applicable, by sending a message via these services with the reference “Privacy”,
- by contacting their ING branch or their contact person at ING,
- by telephoning the following number: +32 2 464 60 04,
- by completing the online form on www.ing.be/contact with the reference “Privacy”.

In the event of a complaint concerning the processing of their personal data by ING Belgium, the person concerned may contact the Complaint Management department of ING Belgium by sending their request with the reference “Privacy”, together with a copy of their identify card or passport:

- by e-mail to the following address: plaintes@ing.be.
- by post to the following address:

ING Belgium, Complaint Management, Cours Saint Michel 60, B-1040 Brussels,

If they do not obtain satisfaction or require further information about protection of personal data, the person concerned may contact the data protection

officer (also referred to as “Data Protection Officer” or “DPO”) of ING Belgium:

- by post at the following address: ING Privacy Office, Cours Saint Michel 60, 1040 Brussels,
- by e-mail at the following address: ing-be-PrivacyOffice@ing.com.

Any person concerned also has the right to complain to the competent supervisory authority regarding protection of personal data, namely, for Belgium, the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels; www.dataprotectionauthority.be).

Article 27 – Mandatory disclosure to the Central Point of Contact of the National Bank of Belgium

Certain data of the Client, proxy holder(s) and natural persons who carry out cash financial transactions on behalf of the Client are communicated by ING Belgium to the Central Contact Point (hereinafter referred to as the "CPC"). The CPC is managed by the National Bank of Belgium (located at Boulevard de Berlaimont, 14, 1000 Brussels), which is responsible for processing the CPC in accordance with the Law of 8 July 2018 on the organization of a central point of contact of accounts and financial contracts and on the extension of access to the central database of reports of seizure, delegation, transfer, collective debt settlement and protest and Article 322 § 3 of the 1992 Income Tax Code.

Within the limits set by the aforementioned Act of 8 July 2018, ING Belgium is obliged to disclose the following information to the CPC:

- 1) if the person concerned is a natural person: the identification number at the National Register of natural persons or, in the absence thereof, the identification number at the Crossroads Bank of Social Security or, in the absence thereof, the surname, the first official first name, the date of birth or, if the correct date is unknown or uncertain, the year of birth, the place of birth if known and the country of birth;
- 2) if the person concerned is a legal entity: the registration number with the Crossroads Bank for Enterprises or, in the absence thereof, the full name, any legal form and country of establishment;
- 3) the opening and closure of every bank account of which the Client is holder or co-holder, the granting or withdrawal of a power of attorney to one or more proxies on this account and the identity of these proxies,

as well as the periodic balance of each of these accounts, together with the date thereof and the number of this account;

4) the existence of one or more financial transactions involving cash executed by ING Belgium and deposited or collected by or on behalf of a Client and, in the latter case, the identity of the natural person who actually deposited or received the cash on behalf of that Client, together with the date thereof.

The first communication of bank account balances, registered on 31 December 2020, 30 June 2021 and 31 December 2021, shall be made no later than 31 January 2022. Thereafter, those balances shall be registered on 30 June and on 31 December of each year and communicated to the CPC no later than one month thereafter.

The retention period of the data recorded in the CPC expires:

- with regard to data relating to the status of holder, co-holder or proxy holder of a bank account: ten years from the end of the civil year during which ING Belgium notified the CPC of the end of this status;
- in the case of balances: ten years from the end of the civil year during which the date of their registration falls;- with regard to data relating either to the existence in the Client’s name of a financial transaction involving cash or to the status of a natural person who actually deposits or receives the cash on behalf of the Client in the context of the aforementioned transaction: ten years from the end of the civil year during which ING Belgium has notified the CPC of the existence of this financial transaction involving cash;
- with regard to identification data: at the end of the last civil year of an uninterrupted period of ten civil years during which no data concerning the existence of a bank account or of a financial transaction involving cash is registered in the CPC in relation to the person concerned.

On expiry of the aforementioned retention period, the expired data will be irrevocably deleted. The list of information requests, submitted to the CPC by the persons entitled to information, is held by the National Bank of Belgium for two calendar years.

Information disclosed to the CPC can be used for the verification and collection of (non-)tax revenues, the detection and prosecution of criminal offences, the solvency investigation prior to the collection of sums seized by the judicial authorities, in the framework of the exceptional methods for the collection of data by the intelligence and security services, bailiffs in the framework of the preservation of bank accounts, for notarial searches in the framework of the preparation of inheritance declarations and to prevent the use of the financial system for money laundering and the financing of terrorism and serious crime, subject to compliance with the conditions imposed by the abovementioned Law of 8 July 2018.

Every person concerned is entitled to inspect data held in his/her name by the CPC at the National Bank of Belgium. He/she may submit a written request to the National Bank of Belgium to that end. He/She can also request ING Belgium or the National Bank of Belgium the correction and deletion of incorrect data held in his/her name by the CPC. This right must preferably be exercised through ING Belgium if the latter has disclosed the data concerned to the CPC.

X Amendments to the regulations

Article 28

Without prejudice to the provisions of these Regulations (in particular article 15), any amendment on the initiative of ING Belgium, at any time, to the provisions of these Regulations or to the rates or characteristics of regulated Savings Accounts - which are not of an essential nature to the Client or to his/her intended use of the services in question, provided such intended use has been notified to and accepted by ING Belgium, or that failing such notification the intended use is reasonably predictable - shall be agreed upon by ING Belgium and the Client according to the following procedure:

- The Client shall be informed in advance of amendments via a dated message included with the Client's account statements or in a letter sent by (ordinary or registered) post, by electronic message to the last known (postal or electronic) address of the customer known to ING Belgium or on any other physical medium with a minimum of one month notice.
- The amendments shall come into force upon

expiration of the notice period indicated in the aforementioned message.

- If the Client does not wish to accept the proposed amendments, he/she may close his/her Online Savings Account immediately and without any charges before they come into effect while still receiving the interest applicable before such date. In the absence of a closure request submitted within the aforementioned deadline, the Client shall be deemed to have accepted the planned amendments.

Furthermore, in the case of an amendment of these Regulations to the benefit of the Client, ING Belgium reserves the right to make such amendment without prior notice and without a valid reason. In that case, ING Belgium shall nonetheless inform the Client as soon as possible following the amendment and the Client shall be free to immediately close his/her/its regulated Savings Account, without any charges or compensation, in accordance with Article 18 of these Regulations.

By way of derogation to the foregoing, amendments that are most favourable to the Client may be applied immediately and without, even retrospective, notice, provided that the regulated Savings Account concerned held by the Client is intended for professional purposes.

The new provisions shall apply to all transactions ordered before but executed after they take effect, unless the Client has, within the notice period specified in the aforementioned message and without any charge, terminated his/her business relationship with ING Belgium, discharged all commitments towards ING Belgium and settled all transactions in progress. However, any transactions or commitments which - by virtue of their nature - cannot be terminated shall continue, until they have been cleared, to be governed by the provisions previously in force.

ING Belgium NV/SA – Bank/Lender – Marnixlaan/Avenue Marnix 24, B-1000 Brussels – RLP Brussels – VAT: BE 0403.200.393 - BIC: BBRUBEBB – IBAN: BE45 3109 1560 2789 – www.ing.be – Contact us via ing.be/contact – Insurance broker, registered with the FSMA under the number 0403.200.393. Publisher responsible: Sali Salieski - Cours Saint-Michel 60, 1040 Brussels – 09/2022.