

ING Tempo Savings Regulations

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I Purpose

Article 1

These regulations relating to the ING Tempo Savings (hereafter the "Regulations") govern the relationship between ING Belgium SA/nv (hereafter "ING Belgium") and the holder of an ING Tempo Account (hereafter the "Client"). 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 Regulations.

These Regulations and the General Regulations of ING Belgium are available from the ING Belgium website (www.ing.be), ING branches or ING Contact Centre by calling 024 64 60 04.

II Definition

Article 2

An ING Tempo Savings is a regulated electronic savings account¹, denominated in euros. Such electronic savings account could be opened:

- via the website of ING Belgium www.ing.be.
- at a branch of ING Belgium.

It is only possible to manage this account (in particular the execution of transfers) via the Home'Bank/Business'Bank services and ING Banking app of ING Belgium. Clients who are holders of a debit card linked to a current account held with ING Belgium can also manage an ING Tempo Savings of which he/she is a holder via the Online ING services available at branches of ING Belgium.

For private individuals who reside in Belgium, the law considers an initial amount of interest from regulated savings deposits as untaxable. The amount of such tranche is indexed annually.

¹ A regulated savings account is governed by the provisions of Article 21, 5° of the 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 by the Royal Decree of 27 September 2013 (subject to any subsequent amendments), as the remuneration linked to the savings account, is liable to withholding tax to the extent of the applicable legislation.

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 which exceeds the amount of the non-taxable tranche and on which no withholding tax has yet been levied.

ING Belgium examines whether the amount of the non-taxable tranche has been reached whenever the base interest and/or fidelity premium are booked to the account, taking into consideration all amounts allocated during the taxable period (without taking account of the other savings accounts held or jointly held by the Client). Withholding tax is levied once the total of such amounts exceeds the aforementioned limit and in proportion to such excess.

The capital saved is accessible at all times.

Cash deposits on or cash withdrawals from an ING Tempo Savings 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 the same account management powers as those of the ING Tempo 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 Belgium 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 ING Tempo Savings Account concerned (including the same 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 agreed otherwise, communications relating to this new ING Invest Account (including account statements) will be issued using the communication method chosen for the ING Tempo

Savings Account.

If a maximum amount is applied, the Client will be informed beforehand of this maximum amount change or any change to the maximum number of regulated savings accounts with reasonable notice of at least one month.

Therefore he or she is free before the date - as stipulated in the notice - the new terms and conditions comes into effect, to notify ING Belgium of his or her refusal to accept the announced change and to close the relevant regulated savings account immediately, in accordance with Article 18. If such account is not closed, the Client is deemed to have accepted such change.

III Opening

Article 3 – Clients

An ING Tempo Savings could only be opened by an adult private individual with a registered domicile in Belgium and a valid e-mail address. The holder of an ING Tempo Savings is always the person who opened the account in question, except for incapable persons who are represented by their legal representative. The latter had to apply to open an ING Tempo Savings with a branch of ING Belgium.

A person may only hold one ING Tempo Savings in their own name.

Without prejudice to the provisions of this Article, no account management mandates can be granted with a view to managing an ING Tempo Savings, except for incapable persons who are represented by their legal representative.

Article 4 – Application to open an account

An ING Tempo Savings could not be opened in the name of one single holder:

- through the website of ING Belgium (www.ing.be) by electronically completing the application to open an account form, or
- at a branch of ING Belgium.

The legally capable holder of an ING Tempo Savings has full powers over the management of such account.

IV Account and transaction management

Article 5 – Account management

The management of an ING Tempo Savings is only possible via the Home'Bank, Business'Bank services or ING Banking app of ING Belgium or, provided the Client is the holder of a debit card of ING Belgium, via the ING Online services available at a branch of ING Belgium.

Article 6 – Credit transactions

Notwithstanding Article 2 of these Regulations, an ING Tempo Savings can be credited by means of one standing order for a fixed maximum amount of 500 euros a month from a current account with ING Belgium in the name of the same holder as the ING Tempo Savings. No transfer order other than that resulting from the execution of the aforementioned standing order is authorised. Cash deposits on an ING Tempo Savings whether at the counters of a branch of ING Belgium or a SelfBank of ING Belgium are not authorised.

Article 7 – Debit transactions

Withdrawals from an ING Tempo Savings can only be made by means of transfers in favour of:

- a current account or ING Invest Account with ING Belgium held or jointly held by the Client,
- a savings account with ING Belgium held by the Client (as holder, co-holder or legal representative).

Withdrawals from an ING Tempo Savings can nonetheless be also made:

- 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 due for payment and unpaid - in principal, interest, fees and expenses - owed by the Client in capital, interest or incidentals as a result of any credit, loan or any 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 relevant ING Tempo Savings.

Transfers in favour of any account cannot be the subject of a standing order. Cash withdrawals from an ING Tempo Savings whether at the counters of a branch of ING Belgium or a SelfBank of ING Belgium are not authorised. Debits are booked according to the LIFO (last

in - first out) method. This means that a withdrawal is offset first against the amounts for which the premium acquisition period is the least advanced. If a same premium accrual period applies to several amounts, the amount allocated first is that with the lowest fidelity premium rate. In accordance with the legislation mentioned in Article 2 of these Regulations, ING Belgium reserves the right to restrict withdrawals to 2,500 euros a fortnight and to submit withdrawals of over 1,250 euros to a period of notice of five calendar days.

Article 8 – Account statements

Transactions relating to an ING Tempo Savings are recorded in the account statements which are provided free of charge via the Home'Bank/Business'Bank services.

V Interest, premiums and charges

Article 9 – Principles

The capital booked on an ING Tempo Savings earns base interest and a fidelity premium, calculated on the basis of rates expressed on an annual basis, provided the conditions defined in Articles 12 and 13 below are met.

Article 10 – Fixing of the rates

The fixing of the interest rates applicable to capital booked on an ING Tempo Savings is governed by the legislation mentioned in Article 2 of these Regulations.

Article 11 – Publication of the rates

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

Article 12 – Granting of the fidelity premium

The fidelity premium is granted on all the capital which stays on an ING Tempo Savings 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 an ING Tempo Savings or which follows the calendar day at the end of the previous fidelity period.

The fidelity premium which is granted at a given time is the same for new capital deposits on an ING Tempo

Savings and for deposits for which a new fidelity period starts to run.

In the event of a transfer from an ING Tempo Savings to another regulated savings account¹ opened in the name of the same holder with ING Belgium other than to execute a standing order, the fidelity premium accrual period on the ING Tempo Savings remains acquired, provided the transfer amount is at least 500 euros and the holder in question has not already made three transfers of such type, from the ING Tempo Savings during the same calendar year. In the case of such a transfer, the fidelity premium will be calculated proportionately according to the fidelity premium rate applicable to each regulated savings account¹.

Without prejudice to the principle of the proportional maintaining of the fidelity premium referred to in the previous paragraph, the fidelity premium which applies at the time the capital is booked on an ING Tempo Savings or at the start of a new fidelity period still applies for the whole of the fidelity period.

Article 13 – Interest calculation and payments

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

The base interest is calculated at the base interest rate, according to the following terms:

- amounts transferred to an ING Tempo Savings earn interest as from the calendar day following the calendar day on which it is booked on the ING Tempo Savings
- amounts transferred to an ING Tempo Savings stop earning interest from the day of the debit.

The fidelity premium is calculated for the entire fidelity period. Debits from an ING Tempo Savings are charged up to the amounts for which the premium acquisition period is the least advanced.

Credits and debits which are carried out on the same calendar day are set off by calculating base interest and the fidelity premium.

Base interest is booked on 31 December of each year at midnight and covers the total base interest accrued during the past calendar year at the time of the booking in question. Each year the base interest is deposited on the ING Tempo Savings by the latest on the second bank working day of the month of January of the year following that to which the booking of the base interest

relates, with as value date for the interest credited to the account 1 January of the same year.

Fidelity premiums are booked on 31 March, 30 June, 30 September and 31 December each year at midnight and relate to the total fidelity premiums accrued over the past quarter at the time of the booking in question. Fidelity premiums are paid quarterly to the ING Tempo Savings by 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 in question of a calendar year during which the fidelity premiums were accrued and to which the booking of the fidelity premiums relate. They earn base interest respectively as from 1 April, 1 July, 1 October and 1 January following the relevant quarter during which they were accrued and to which the booking of the fidelity premium relates. Such dates correspond to the value dates of 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 opening, 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 changes and conditions for granting or calculating interest

The base interest rate and the fidelity premium rate can, at any time and subsequently, be:

- cut following a drop in 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
- revised – upward or downward – on the initiative of ING Belgium according to market conditions. ING Belgium may amend remuneration rates without prior notice in the case of a valid reason. ING Belgium will nevertheless inform the Client as soon as possible following the change, if it has not already done so, and the Client is then free to close his/her Savings Account immediately, free of charge or penalty, in accordance with Article 18 of these Regulations. Nonetheless ING Belgium can raise the

rate of remuneration it grants to Clients without valid justification or notification, even subsequently, such change to the latter.

Any increase in the base rate is maintained for a minimum period of at least three months except in the event the rate for the main refinancing operations of the European Central Bank drops in accordance with Article 2, 4° c of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹.

If the information communicated to 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 maximum base rate legally authorised in accordance with Article 2, 4°, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹.

The terms and conditions for granting, calculating and booking remuneration can be changed at any time and subsequently:

- following changes to the provisions of Article 2 of the Royal Decree of 27 August 1993 implementing the Income Tax Code¹, or
- revised – upward or downward – on the initiative of ING Belgium according to market conditions. In such cases Clients will be informed beforehand within a reasonable timeframe. Therefore, prior to the date the new terms and conditions come into force, they are free - as stipulated in the notice - to notify ING Belgium of their refusal to accept the announced change and to immediately close their ING Tempo Savings, free of charge or penalty, in accordance with Article 18 of these Regulations. Where such account is not closed, Clients are deemed to have accepted such change.

Unless provided otherwise above, Clients will be informed of the changes stipulated in the above paragraphs 1 and 3 of this Article 15 proposed by ING Belgium via a dated message included with the Client's account statements or in a letter sent by ordinary or electronic mail. In addition the new rates, terms and conditions are always available in the "Annual account interest rates" publication and, where appropriate, in the current Lists of Charges applicable. The publication and, where appropriate, the aforementioned Lists of Charges are available to Clients, in the case of prior

notification of the changes in question, by the latest from such notification or, in the case of subsequent or no notification, by the latest when the changes comes into effect.

The interest rates, or terms and conditions for granting, calculating or booking the remuneration thus changed, come into force on the day indicated in the remuneration publication and, where appropriate, indicated on any notice referred to above (without prejudice to Article 9 of these Regulations). In the event of such an amendment, Clients have the right, within the aforementioned reasonable deadline before the new rates or conditions come into force, to immediately close their ING Tempo Savings free of charge or compensation, in accordance with Article 19 of these Regulations.

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

- in the case of a change to the base interest rate: the basic interest is calculated in proportion to the various rates which were in force during the period of the year to which they relate
- in the case of a change to the fidelity premium rate: the amount of the fidelity premium – for the total capital on which it is granted – at the interest rate which was in force when the capital was booked to the ING Tempo Savings or, where appropriate, 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 their phone number via the Home'Bank/Business'Bank services. To change the address of their domicile, Clients must go to their ING Belgium branch where the

ING Tempo Savings is held, in accordance with Article 11 of ING's General Regulations.

Article 17 – Adding a joint holder to an ING Tempo Savings

Holders cannot be added to an ING Tempo Savings.

Article 18 – Closing of an ING Tempo Savings

Clients are entitled, at any time and without justification, to close their ING Tempo Savings with

immediate effect (without prejudice to the following provisions of this Article) and free of charge or compensation. Any application to close an ING Tempo Savings must be signed by the Client and sent to the branch of ING Belgium where the account in question is held. Except where the account is the last the Client opened with ING Belgium, Clients can also communicate their application to close the account via the Home'Bank, Business'Bank, or Phone'Bank message services of ING Belgium.

ING Belgium has the right to close, at any time and without justification, the Client's ING Tempo Savings, free of charge or compensation, subject to a minimum of two months notice. Such notice can be given in writing or on any other durable medium.

Once ING Belgium has received the Client's request to close his/her ING Tempo Savings or once the period of notice to close the ING Tempo Savings notified to the Client by ING Belgium has expired, and provided the ING Tempo Savings of the Client is showing a credit balance in favour of the Client when all the outstanding transactions and commitments are settled, such balance including the remuneration applicable pursuant to the legal or statutory provisions as well as the general terms and conditions, will be transferred as soon as possible, without additional charges, to any current account with ING Belgium held or jointly held by the Client, or even in favour of any savings account with ING Belgium held or jointly held by the Client or the Client's spouse or a relative to the second degree of the Client.

The relevant amounts will be debited to the ING Tempo Savings by the latest within a period of five working days following receipt of the request from the Client to close the ING Tempo Savings or expiry of the period of notice to close such account notified by ING Belgium.

Once the aforementioned amounts have been transferred to the account requested with ING Belgium and provided the Client makes the request, ING Belgium will 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 accounts with ING Belgium, the balance cannot be withdrawn over the counter, but can only be transferred to another account.

The above provision applies without prejudice to public order legal provisions requiring ING Belgium to

terminate an ING Tempo Savings and/or take specific steps in exceptional circumstances.

Article 19 – Death

If the Client dies, the heir(s), assigns 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 ING Tempo Savings. Once such account has been closed, the capital as well as the interest applicable to the latter will be transferred to the account designated by the relevant heir(s), assigns and/or universal legatee(s).

VII Complaints

Article 20

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

Complaints can be submitted initially via the branch of ING Belgium where the ING Tempo Savings is held. Any complaint can also be sent to the Complaint Management service of ING Belgium (Phone: 02 547 61 02, Fax: 02 547 83 20):

- 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-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 Ombudsman (Ombudsfm asbl, North Gate II, Boulevard du Roi Albert II 8/bte 2, 1000 Brussels – e-mail:

ombudsman@ombudsfm.be – phone number: 02 545 77 70 - cf. www.ombudsfm.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 will 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 21

ING Belgium is liable for any serious error 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 22 – 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 23 – 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 26 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 24 – 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 25 – 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 02,

- 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 post to the following address:

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

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

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 26 – 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 27

Without prejudice to specific provisions in these Regulations (notably Article 15), any change on the initiative of ING Belgium to the provisions of these Regulations, to the characteristics or to the ING Tempo Savings rates (which are not essential for the Client or for the purpose for which he/she intends to use the services concerned, provided at least that such purpose has been communicated to ING Belgium and accepted by it or failing such specification, such purpose was reasonably foreseeable), will be agreed between ING Belgium and the Client according to the following procedure:

- Clients will be informed beforehand of changes by means of a dated notice included with the account statements of the Client or sent by (ordinary or registered) post, by e-mail sent to the last known (postal or electronic) address of the Customer known to ING Belgium or any other durable medium or even e-mail, with a minimum period of notice of one month.
- The changes will come into force at the end of the period of notice indicated in the aforementioned notice.
- If the Client does not wish to accept such changes, he or she is free before the date - as stipulated in

the aforementioned notice - the announced changes come into effect, to notify ING Belgium of his or her refusal to accept the announced changes and to close his or her ING Tempo Savings immediately, while continuing to benefit from the applicable remuneration in force prior to such date. Where the account is not closed within the aforementioned deadline, the Client is deemed to have accepted the planned changes.

Furthermore, in the case of an amendment 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 will nevertheless inform the Client as soon as possible following the amendment and the Client is free to close his or her ING Tempo Savings immediately, free of charge or compensation, in accordance with Article 18 of these Regulations.

Notwithstanding the above, changes which are more favourable to the Client may be applied immediately and without notice, even subsequently, provided the ING Tempo Savings in question held by the Client is used for professional purposes.

The new provisions will apply to all transactions initiated prior to their implementation but carried out later, except where the Client, within the deadline stipulated in the aforementioned notice and free of charge, terminates his/her/its business relationship with ING Belgium, fulfils all his/her/its commitments towards it and settles all outstanding transactions; however, transactions or commitments which, by their very nature, cannot be terminated until their settlement will continue 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 – 01/2023.