

ING FlexiBonus Account Regulations

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I. Purpose and framework of these Regulations3

II. Definition3

III. Credit interest paid by ING Belgium and negative interest and fees charged to the Customer3

IV. Opening3

V. Management4

VI. Calculation and payment of the credit interest paid by ING Belgium or debit of negative interest charged to the Customer4

VII. Modification of the credit interest paid by ING Belgium and the negative interest charged to the Customer5

VIII. Closure6

IX. Transaction value dates7

X. Complaints7

XI. Liability7

XII. Protection of personal data7

XIII. Amendments to these Regulations10

I. Purpose and framework of these Regulations

These Regulations for the ING FlexiBonus Account (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 of an ING FlexiBonus Account (hereinafter referred to as “the Customer”). This relationship is also governed by ING Belgium’s General Regulations (in particular the provisions in Article 75 relating to savings accounts) to the extent that the following provisions do not derogate therefrom. These Regulations and ING Belgium’s General Regulations are available on the ING website (www.ing.be), from ING Belgium branches or from ING Belgium Info on 02 464 60 04 (select “product and service information” and then the “ING savings and investment packages” option).

II. Definition

The ING FlexiBonus Account is an unregulated savings account¹ denominated in euros (EUR) or another currency depending on the options made available by ING Belgium. This savings account may be opened at ING Belgium branches.

The ING FlexiBonus Account is available in two forms: the ING FlexiBonus Account 3 and the ING FlexiBonus Account 6. Both are sub-accounts denominated in euros and have the same account number² as the ING current account (a standard current account, ING Green Account, ING Corporate Account or ING Corporate Plus Account, hereinafter referred to as the “Reference Account”) to which they are linked, with the number 087 (for the ING FlexiBonus Account 3) or 088 (for the ING FlexiBonus Account 6) added.

The capital deposited in an ING FlexiBonus Account is available for withdrawal at any time.

III. Credit interest paid by ING Belgium and negative interest and fees charged to the Customer

The credit interest paid by ING Belgium is calculated by applying a base interest rate and any Bonus interest rate. Negative interest is also charged to the Customer.

¹ The ING FlexiBonus Account is not 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 aforementioned Code, as amended by the Royal Decree of 1 July 2006 and the Royal Decree of 7 December 2008 (subject to any subsequent amendments). Consequently, withholding tax applies to interest paid on the ING FlexiBonus Account.

The **base interest rate** is applied to any credit balance that does not exceed a specified maximum limit and which remains in the ING FlexiBonus Account.

Negative interest is charged to any credit balance that exceeds this maximum limit.

The **Bonus interest rate** is applied to any credit balance that remains in the ING FlexiBonus Account 3 or 6 for a period of three or six consecutive calendar months respectively (hereinafter referred to as the “Bonus Period”). The Bonus Period commences, at the latest, on the first calendar day following the end of the previous Bonus Period. The Bonus rate granted at a given time applies to all funds for which the new Bonus Period starts at that time. The Bonus rate is renewable provided that the credit balance remains in the ING FlexiBonus Account. The Bonus rate is applicable at the time of the deposit and continues to apply for the full Bonus Period.

Unless otherwise agreed upon, interest is calculated based on annualised gross interest rates.

The terms and conditions for application, calculation and booking, as well as the interest rates for the base interest rate, negative interest and Bonus interest rate, are included in the applicable charges and/or the “Annual Interest on Accounts” publication available at www.ing.be and in ING branches, without prejudice to any specific contrary agreement entered into with the Customer. Any applicable terms and conditions and provisions, as well as the interest rates, may be changed at any time by ING Belgium in accordance with Article VII. of these Regulations.

ING Belgium charges no fees for the opening, management or closure of an ING FlexiBonus Account by the Customer, or for any debit or credit transaction on this account (without prejudice to any fees relating to the Reference Account).

IV. Opening

The ING FlexiBonus Account 3 or 6 is only available to legal persons and private individuals with a company

² The sub-account number is a three-figure extension of the Reference Account number and serves as the identification number for the sub-account (e.g. 350-0000000-25-087).

registration number and is strictly reserved for professional purposes. Any holder or authorised user of the Reference Account may apply to open an ING FlexiBonus Account 3 or 6 linked to that account. Any application to open an ING FlexiBonus Account 3 or 6 is only valid subject to acceptance by ING Belgium and to mutual agreement.

The holder(s) and authorised user(s) of the ING FlexiBonus Account, as well as the management powers linked to the ING FlexiBonus Account, are the same as those for the Reference Account. The authorised users of the Reference Account have the same management powers for the ING FlexiBonus Account as those granted to the Customer pursuant to these Regulations, within the limits specified in the "Management Authorisation" documents for the Reference Account, unless otherwise specified in these Regulations.

Any change to the holder(s) or management powers of the Reference Account linked to the ING FlexiBonus Account 3 or ING FlexiBonus Account 6 also applies to the linked ING FlexiBonus Account 3 or ING FlexiBonus Account 6.

Persons authorised to debit amounts from the Reference Account jointly or severally, with or without limits, have individual and unrestricted authorisation to debit the ING FlexiBonus Account in favour of the Reference Account.

An ING FlexiBonus Account can be opened through an ING branch.

Opening an ING FlexiBonus Account is free of charge (without prejudice to any fees relating to the Reference Account).

V. Management

Funds may only be withdrawn from an ING FlexiBonus Account by means of transfers to the relevant Reference Account. The Customer may transfer all or some of the funds in an ING FlexiBonus Account to the relevant Reference Account at any time. Funds may also be withdrawn from an ING FlexiBonus Account to pay any amount, whether it has been called or not, due by the Customer to ING Belgium, at the initiative of ING Belgium, in accordance with Articles 48 and 49 of ING Belgium's General Regulations.

Withdrawals are booked according to the LIFO (last in, first out) method. This means that a debit is first booked

against the capital for which the period has progressed the least.

Payments to other accounts or cash withdrawals are not permitted from the ING FlexiBonus Account.

The ING FlexiBonus Account may only be credited by means of transfers - pursuant to an individual or standing order - from any current account held with ING Belgium. Cash deposits are not permitted.

Transactions on the ING FlexiBonus Account are confirmed by means of account statements. The terms and conditions (including the frequency) for making available the account statements relating to transactions on the ING FlexiBonus Account are the same as those for the Reference Account.

Any change to the account holders or management powers of the Reference Account linked to the ING FlexiBonus Account also applies to the linked ING FlexiBonus Account.

Management of an ING FlexiBonus Account is free of charge (without prejudice to any fees relating to the Reference Account).

VI. Calculation and payment of the credit interest paid by ING Belgium or debit of negative interest charged to the Customer

The base interest paid by ING Belgium is applied to the credit balance of the ING FlexiBonus limited to the maximum amount by value as stated in the applicable charges and/or the "Annual Interest on Accounts" publication. The negative interest to be charged by ING is applied to any credit balance in the ING FlexiBonus that exceeds the maximum amount. This is calculated as stated below according to the applicable interest rates.

The Bonus interest is granted for funds that remain permanently in the ING FlexiBonus Account until the end of the Bonus Period and are acquired. It is calculated as set out below according to the applicable charges.

The base interest, negative interest and/or acquired Bonus interest are calculated at the end of every quarter or half-year as set out below with the end of the quarter or half-year as the value date.

The base interest, charged negative interest and

acquired Bonus interest are calculated based on the following terms and conditions:

- With regard to the base interest and negative interest, a base interest is applied or negative interest charged to the savings as specified above from the moment of crediting of the ING FlexiBonus Account by value. The application of base interest or charging of negative interest to the savings end at the moment of debiting of the ING FlexiBonus Account by value.
- The Bonus interest is granted for funds that remain permanently in the ING FlexiBonus Account until the end of the Bonus Period and are acquired. If savings are included, the Bonus interest is calculated to the extent acquired.

The calculated base interest, negative interest and Bonus interest are credited or, in the case of negative interest, debited, at the latest, within three banking days after the date of the calculation, as specified above. In the event that the ING FlexiBonus Account is closed, this is done within three banking days of the date of closure.

“Value” is defined as the date as of which the amounts credited to or debited from the account start or cease to bear credit interest or to generate negative interest.

The base interest and Bonus interest are subject to withholding tax.

The Customer may opt to have the calculation of the base interest, negative interest and Bonus interest carried out:

- For the ING FlexiBonus Account 3:
 - on the last day of January, April, July and October, or
 - on the last day of February, May, August and November, or
 - on the last day of March, June, September and December.
- For the ING FlexiBonus Account 6:
 - on the last day of January and July, or
 - on the last day of February and August, or
 - on the last day of March and September, or
 - on the last day of April and October, or
 - on the last day of May and November, or
 - on the last day of June and December.

The base interest paid by ING Belgium or the negative interest charged to the Customer is calculated on the

basis of the actual number of days elapsed per month on the basis of a 365-day year (ACT/365).

The Bonus interest is granted for funds that remain permanently in the ING FlexiBonus Account until the end of the Bonus Period and is calculated on the basis of 30-day months and a 360-day year (30/360).

The base interest awarded by ING and/or the negative interest charged by ING to the credit balance in the ING FlexiBonus Account and any acquired Bonus interest is/are credited to or debited from the ING FlexiBonus Account or, if the ING FlexiBonus Account has been closed, the Reference Account concerned.

The Customer of an ING FlexiBonus Account is notified of the calculation and payment of the base interest and/or Bonus interest, or of the calculation and charging of negative interest, by means of a dated notice included with the Customer’s account statements.

The statement will refer to the base interest awarded or the negative interest charged and, if applicable, the Bonus interest rate definitively acquired in the previous period.

The terms and conditions and the method used for calculating and booking the interest may be changed at any time by ING Belgium, for the future, in accordance with Article VII. of these Regulations.

VII. Modification of the credit interest paid by ING Belgium and the negative interest charged to the Customer

At any time, ING Belgium may modify, for the future, the terms and conditions of applying, calculating and booking interest. In this case the Customer shall be informed of this situation beforehand, with a notice period of at least 15 days. The latter shall then be free, prior to the date as stipulated in the notice on which the new terms and conditions come into effect, to notify ING Belgium of the refusal to accept the modification announced and immediately close the ING FlexiBonus Account without charge or penalty, in accordance with Article VIII. of these Regulations. In the absence of such closure, the Customer shall be deemed to have accepted this modification.

At any time, ING Belgium may also modify, for the future, the interest rates (including charging negative interest on the credit balance of the account in application of Article III. “Credit interest paid by ING Belgium and negative interest and fees charged to the

Customer”, paragraph 2, instead of granting positive interest) without prior notice. In such case, ING Belgium shall nonetheless inform the Customer of this as swiftly as possible after the adjustment, if the latter has not been previously informed, and the Customer shall then be free to immediately close the account, free of charge, in accordance with Article VIII. of these Regulations.

The modifications provided for under paragraphs 1 and 2 of this Article VII are, unless otherwise agreed to above, brought to the attention of the Customer by means of a dated notice included with the Customer’s account statements or sent by simple letter or electronic message. However, ING Belgium may increase the rate of the credit interest it pays or diminish the rate of negative interest it charges to the Customer without notifying the latter of this modification, even after the event.

Furthermore, the new rates, terms or conditions are always available in the publication “Annual Interest on Accounts”. In the case of prior notification of the modifications in question, the aforementioned publication shall be at the Customer’s disposal at the very latest as of the day of the notification or, in the case of a notification after the event or in the absence of notification, no later than the day the modifications are due to take effect.

Modifications as set out in paragraphs 1 and 2 of this Article are calculated pro-rata temporis based on the various rates or amounts, or the various terms and conditions of application, calculation or booking, that were in effect during the period of the year to which the interest relates.

The new provisions shall apply to all transactions ordered prior to their taking effect but executed after they have taken effect, except where the Customer shall, within the notice period specified by ING in accordance with this article VII and at no cost to the Customer, have closed the current account and completed all current transactions; however, any transactions which by their very nature cannot be terminated will continue to be governed by the provisions previously in effect until their settlement.

The credit interest paid by ING and the negative interest charged to the Customer shall not be subject to compensation from ING for the calculation of withholding tax, the latter being charged by ING on all credit interest paid during the period in question.

VIII. Closure

The Customer may apply to close the ING FlexiBonus Account at any time. As mentioned in Article IV., the ING FlexiBonus Account 3 or 6 is only for legal persons and private individuals with a company registration number and is strictly reserved for professional purposes. If these criteria are no longer satisfied, the ING FlexiBonus Account 3 or 6 must be closed.

It will only be possible to close the Reference Account if the ING FlexiBonus Account linked to it has been closed first. An order to close the Reference Account shall therefore imply the prior closure of the ING FlexiBonus Account.

When the ING FlexiBonus Account is closed, the credit balance shall be transferred to the Reference Account. Closing an ING FlexiBonus Account is free of charge.

ING Belgium has the right, at any time and without justification, to close, free of charge and without providing any compensation, the Customer’s ING FlexiBonus Account subject to notice of at least 15 days submitted in writing or on any other durable data storage medium.

Once ING Belgium receives the application from the Customer to close the ING FlexiBonus Account, or after the expiration of the notice period for the closure of the ING FlexiBonus Account communicated by ING Belgium to the Customer, and to the extent that the Customer’s ING FlexiBonus Account shows a credit balance after all current transactions and obligations have been settled, this balance shall be transferred, as swiftly as possible and at no additional charge, to the Reference Account of the Customer as stipulated in Article II. “Definition” of these Regulations.

The ING FlexiBonus Account is debited no later than five bank business days as from the date on which the application of the Customer for the closure of the ING FlexiBonus Account is received or as from the expiry date of the notice period for the closure of this account communicated by ING Belgium. As soon as the aforementioned amounts have been transferred to the Reference Account and to the extent that the Customer requests it, ING Belgium shall pay these amounts to the Customer or deposit them to the current account of a payment services provider designated by the Customer. For certain types of Reference Accounts, the balance cannot be withdrawn at the counter and instead can only be transferred to another account.

This clause applies without prejudice to any legal provisions relating to public order that oblige ING Belgium to close the ING FlexiBonus Account and/or to take special measures in extraordinary circumstances.

IX. Transaction value dates

Transfers of funds from the ING FlexiBonus Account to the Reference Account are made with same-day value for the debit from the ING FlexiBonus Account. Credit to the ING FlexiBonus Account from an account held with ING Belgium is also made with same-day value.

X. Complaints

Without prejudice to the provisions of Articles 3, 10 and 19 of ING Belgium's General Regulations, any complaints concerning a transaction processed by ING Belgium shall be sent to it in writing as soon as possible. Complaints may, in the first instance, be submitted to the ING Belgium branch where the ING FlexiBonus Account is held.

All complaints may also be passed on to the ING Customer Service Department (Tel.: 02 547 61 02, Fax: 02 547 83 20):

- either by e-mail to: klachten@ing.be
- or via the web form at www.ing.be (<https://www.ing.be/en/retail/daily-banking/cards-and-payments/complaint-handling>)
- or by post to the following address:
ING Complaint Management
Cours Saint-Michel/Sint-Michiels-
Warande 60
1040 Brussels
- or by telephone on: +32 2 464 60 04

If such notification is not given within a reasonable timeframe, allowing for the nature of the transaction involved, the transaction shall be deemed to be in order and approved by the Customer. The aforementioned timeframe may not, under any circumstances, be longer than 60 calendar days as from the date of the transaction involved.

XI. Liability

ING Belgium is liable for any serious, deliberate error on its part or on the part of its employees, notwithstanding the provisions of these Regulations, but not for minor errors.

XII. Protection of personal data

ING Belgium respects the privacy of any individual, including that of the Customer 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.

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 Customer in connection with the 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 Customer, upon request and without any charges, objects to direct marketing), obtaining a global overview of the Customer, 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.

Communication of data by ING Belgium

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

- the people named by the Customer;
- the independent agents of ING Belgium;

- the companies whose intervention is required to carry out the purposes of ING Belgium mentioned in Article XII. 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:

- Service Fédéral des Pensions
- Office national de sécurité sociale
- Office national des Vacances annuelles (ONVA)
- Fonds Social et de Garantie Horeca
- Agence fédérale pour les Allocations familiales – (FAMIFED)
- Famiwal
- Kind & Gezin
- Kindergeld

- competent authorities, notably the Central Contact Point operated by the National Bank of Belgium as mentioned below in 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;

and 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, financial 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 Customer objects, upon request and without any charges, to direct marketing), obtaining a global overview of the Customer, 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.

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.

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 Home’Bank/Business’Bank or ING Banking 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).

Mandatory disclosure to the Central Point of Contact of the National Bank of Belgium

Certain data of the Customer, proxy holder(s) and natural persons who carry out cash financial transactions on behalf of the Customer 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 Customer 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 Customer and, in the latter case, the identity of the natural person who actually deposited or received the cash on behalf of that Customer, 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 Customer'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 Customer 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.

XIII. Amendments to these Regulations

Without prejudice to the provisions set out in these Regulations (especially Article VII.), any amendments to these Regulations, to the contract concluded between ING Belgium and the Customer relating to the ING FlexiBonus Account, to the rate applied by ING Belgium, or to the features of the ING FlexiBonus Account, made at the initiative of ING Belgium, shall be agreed by ING Belgium and the Customer in accordance with the following procedure:

- ING Belgium shall notify the Customer beforehand of the proposed amendments by means of a dated notice included with the Customer's account statements, sent to the Customer by (regular or registered) post or by email sent to the last known (postal or electronic) address of the customer known to ING Belgium or sent on another durable data storage medium, with a notice period of a minimum of 15 calendar days.
- The amendments shall take effect after 15 calendar days as from the date of the notification or the date specified in the notice, provided that such notice is sent at least 15 days before the amendment is due to take effect.

On valid grounds (e.g. if the prevailing regulations are amended), ING Belgium may also amend the provisions of these Regulations following a notification period of less than 15 days. In such cases, the amendments shall

take effect on the date specified in the notice sent to the Customer as described above.

If the Customer does not wish to accept the proposed amendments in accordance with the above paragraphs of this Article XIV., he/she/it may, prior to the date (as stipulated in the aforementioned notice) on which the announced amendments take effect, notify ING of his/her/its refusal to accept these amendments and close his/her/its ING FlexiBonus Account immediately and free of charge before the date on which the amendments are to take effect. In such case, the Customer shall qualify for any interest accrued prior to this date. If the application to close the account is not made before the date on which the amendments take effect, the Customer shall be deemed to have accepted these amendments.

The preceding notwithstanding, amendments more favourable to the Customer may be applied immediately and without notification, even after the event.