

# ING Green Savings Account & ING Orange Savings Account

## Regulations

1 July 2017



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## I Purpose

### Article 1

These regulations relating to the ING Green Savings Account and the ING Orange Savings 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 (hereinafter referred to as the “Client”) of an ING Green Savings Account or an ING Orange 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. In these Regulations, the ING Green Savings Account and the ING Orange Savings Account are collectively referred to using the term “Savings Account”.

These Regulations and the General Regulations of ING Belgium are available on the ING Belgium website ([www.ing.be](http://www.ing.be)), at ING branches or through ING Info on 02 464 60 04.

## II Definition

### Article 2

The ING Green Savings Account and the ING Orange Savings Account are regulated savings accounts<sup>1</sup> denominated in euros (EUR).

For private individuals, 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 exemption limit and on which no withholding tax has yet been levied.

<sup>1</sup> 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 Decree of 27 September 2013

ING Belgium verifies whether the aforementioned withholding tax exemption limit has been reached each time the base interest and fidelity premium are deposited to the account. To do this, it takes into account all the amounts allocated during the tax period to the same Savings Account, without, however, taking account of the other Savings Accounts of 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.

ING Belgium reserves the right to:

- to decide, at any time, that the balance on a regulated Savings Account<sup>1</sup> may not exceed a certain ceiling and to make available, without prior notice, the amount above such ceiling in the way ING Belgium considers appropriate, on another account in the name of the same holder(s) opened with ING Belgium. The Client, whether or not already the holder of an account with ING Belgium, authorises ING to open an “Invest Account” to that end, free of charge (subject nonetheless to applicable taxes), in the name of the same holder(s) and with the same account management powers as those of the relevant Savings Account (including the same proxies and limits in terms of management powers). Unless agreed otherwise, communications relating to such “Invest Account” (including account statements) shall be provided via the free Home\*Bank services; and/or
- limit the number of regulated savings accounts which may be opened per private individual or legal entity, whether as holder and/or joint holder, with ING Belgium.

The Client shall be informed in advance of the maximum amount applicable, or of the maximum

(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.

number of regulated savings accounts, subject to reasonable advance notice of:

- at least two months; or
- if the Savings Account in question is intended for professional purposes, at least 15 calendar days.

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 18. Failing such closure of the account, the Client shall be deemed to have accepted this modification.

### III Opening

#### Article 3 - Clients

The ING Green Savings Account and the ING Orange Savings Account can be opened in the name of adult private individuals, private individuals who are minors (subject to authorisation by legal representatives in the case of a minor) or legal entities.

The ING Green Savings Account and the ING Orange Savings Account can be opened in the name of several joint holders. One or more account management mandates may be granted to private individuals in order for them to manage a Savings Account.

Nevertheless, the minor is the sole holder of the Savings Account open in his/her name, without prejudice to the powers of the legal representative(s) and any mandates granted. He/she may only manage the Savings Account if he/she is at least 10 years of age, has sufficient understanding and has received prior authorisation from his/her legal representatives.

#### Article 4 - Application to open an account

The Savings Account can be opened through an ING Belgium branch or via ING Belgium's Home'Bank/Business'Bank or Phone'Bank services.

Any holder of a Savings Account has full management authority over the Savings Account concerned. If a Savings Account is opened in the name of one or more joint holders, each joint holder has full general management authority over the Savings Account concerned.

Opening - subject to acceptance by ING Belgium and to mutual agreement - of an ING Green Savings Account or an ING Orange Savings Account - subject to authorisation by the minor's legal representative if the Client is a minor - is free of charge and confirmed to the Client by the account opening document.

### IV Management of the account and transactions

#### Article 5 - Management of the account

The Savings Account can be managed through an ING Belgium branch, via ING Belgium's Home'Bank, Business'Bank, Smart Banking or Phone'Bank services or, if the Client has an ING Belgium debit card, via ING Belgium's Self'Bank services or via the ING Online services available at ING Belgium branches.

#### Article 6 - Credit transactions

Without prejudice to article 2 of these regulations, the Savings Account can only be credited:

- either through cash deposits at the counter of an ING Belgium branch or via ING Belgium's Self'Bank services;
- or 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<sup>1</sup> held with ING Belgium in the name of the same Client, his/her spouse or a family member up to the second degree residing at the same address.

#### Article 7 - Debit transactions

Withdrawals from the Savings Account can only be carried out:

- through cash withdrawals at the counter of an ING Belgium branch;
- through cash withdrawals via ING Belgium's Self'Bank services by means of an ING Belgium debit card (including a Minute Card);
- through transfers to any current account held with ING Belgium in the name of the same Client. However, transfers in favour of any current account cannot, under any circumstances, be the subject of a standing order;
- through transfers to any other regulated savings account<sup>1</sup> held with ING Belgium in the

name of the same Client, his/her spouse or a family member up to the second degree residing at the same address;

- for the payment to ING Belgium of:
  - safe custody fees relating to the deposit of securities with ING Belgium;
  - fees for the rental by the Client of safe deposit boxes from ING Belgium;
  - insurance premiums and fees relating to the Savings Account concerned;
- for the 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, commission and fees - 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 or regulatory provisions;

Debit transactions are booked according to the LIFO method (last in - first out). This 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 require advance notice of 5 calendar days for withdrawals exceeding EUR 1,250.

### Article 8 - Account statements

Transactions relating to the Savings Account are recorded in the account statements, which are provided free of charge via ING Belgium's Home'Bank/Business'Bank services, ING Belgium's Self'Bank services, or sent by post to the address indicated by the Client, subject to payment of postage charges. The annual statement indicating the charges and interest applied for the previous calendar year is also provided in the same manner.

## V Interest, premiums and charges

### Article 9 - Principles

Capital booked on a 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 of these Regulations are met.

### Article 10 - Fixing of rates

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

### Article 11 - Publication of rates

The rate of base interest and the rate of the fidelity premium - expressed on an annual basis - are published on the ING Belgium website ([www.ing.be](http://www.ing.be)) and via ING Belgium's Home'Bank/Business'Bank services and ING Online and are listed in the publication "Annual Interest Rates on Accounts", a copy of which can be consulted at any ING Belgium branch.

### Article 12 - Granting of the fidelity premium

The fidelity premium is granted on all capital that stays on the Savings Account for a period of 12 consecutive calendar months (hereafter referred to as "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 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 deposits and for saving deposits for which a new fidelity period has begun. As from 1 January 2014, save in the context of a standing order, in the case of a transfer from one regulated savings account<sup>1</sup> to another regulated savings account<sup>1</sup> held in the name of the same holder with ING Belgium, the fidelity premium acquisition period for the first regulated savings account<sup>1</sup> 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 made three transfers of this type from the same regulated savings account<sup>1</sup> during the same calendar year. In the case of such a transfer, the fidelity premium shall be calculated *pro-rata temporis*

according to the rate of the fidelity premium applicable to each regulated savings account<sup>1</sup>.

Without prejudice to the principle of maintaining the proportional nature of the fidelity premium as described in the paragraph above, the fidelity premium that applies at the time the capital is booked to the 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 paid on capital booked to the Savings Account is calculated on an annual basis once per year.

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

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

The fidelity premium is calculated for the entire fidelity period. Debits to the 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 base rates and fidelity premium.

For any Savings Account, the base interest is booked on 31 December of each year at midnight and covers all base interest acquired during the calendar year ending on the booking date in question. Base interest is deposited each year to the Savings Account at the latest by the second business 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 the Savings Account on a quarterly basis, at the latest on the third business day of April, July, October and January that follow, respectively, the first, second, third

and fourth quarters concerned 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, with these dates corresponding to the value dates for the crediting of the fidelity premiums to the account.

### Article 14 - Opening, management, transaction and closing fees

ING Belgium does not charge Clients any opening, management or closing fees for Savings Accounts or for debit or credit transactions associated with such accounts.

### Article 15 - Rate fluctuations

The base interest rate and the rate of the fidelity premium are subject, at any time and in the future, to:

- fluctuation pursuant to changes in the legally authorised interest rate in accordance with Article 2, 4, c of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>; or
- either upwards or downwards fluctuations on the initiative of ING Belgium depending on market conditions. ING Belgium may amend interest rates without prior notice provided it has a valid reason. ING Belgium shall nonetheless inform the Client as soon as possible after the amendment, if it has not already done so, and the Client shall be free to immediately close his/her Savings Account without any charges or compensation, in accordance with Article 18 of these Regulations. However, ING Belgium may increase the interest rate it pays to the Client without a valid reason and without notifying, even retrospectively, the Client of any such amendment.
- 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 Code<sup>1</sup>.

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 Code<sup>1</sup>.

The terms and conditions for granting, calculating and recording interest are subject, at any time and in the future, to:

- fluctuation following an amendment to the provisions of Article 2 of the Royal Decree of 27 August 1993 implementing the Income Tax Code<sup>1</sup>; or
- fluctuations at the initiative of ING Belgium depending on market conditions.

In this case, the Client shall be given reasonable advance notice. He/she shall then be free, prior to the date - as specified in the message - on which the new terms and conditions come into force, to notify ING Belgium of his/her refusal to accept the announced amendment and to immediately close his/her Savings Account without any charge or compensation, in accordance with Article 18 of these Regulations. Where the Savings Account is not closed in this way, the Client shall be deemed to have accepted the amendment.

The amendments provided for in paragraphs 1 and 2 of this Article 15 shall, unless otherwise stipulated above, be communicated to the Client by means of a dated message included with the account statements of the Client or sent to the Client in an ordinary letter or an e-mail message. Furthermore, the new rates, terms or conditions shall continue to be available in the publication "Annual Interest Rates on Accounts" and, where appropriate, in the applicable rates in force. The publication and, where applicable, the aforementioned rates, shall be available to the Client, where prior notification has been given of the amendments concerned, at the latest from the moment of such notification or, in case of retrospective notification or no notification, at the latest once any such amendments come into force.

The interest rates or terms and conditions for granting, calculating or recording interest thus amended shall come into force on the date indicated in the publication on interest and, where appropriate, indicated on any notification referred to above, without prejudice to Article 10 of these Regulations.

Save in the case of mandatory legal or regulatory 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 Savings Account or at the beginning of a new fidelity period.

## VI Amendments and closing

### Article 16 - Changes to personal details of Clients

To change the address of his/her/its domicile, a Client must contact the ING Belgium branch with which the Savings Account is held, in accordance with article 11 of the General Regulations of ING Belgium.

A Client may change his/her/its e-mail address and telephone number at the ING Belgium branch with which the Savings Account is held or via ING Belgium's Home'Bank/Business'Bank services.

### Article 17 - Change, removal or addition of a joint holder for a Savings Account

To change, remove or add a holder or joint holder of a Savings Account, Clients must contact the ING Belgium branch with which the Savings Account is held.

### Article 18 - Closing a Savings Account

Clients are entitled (subject to authorisation by legal representatives in the case of a minor), at any time and without justification, to close their Savings Account with immediate effect, without prejudice to the subsequent provisions of this article and without any charges or compensation. Any request by the Client to close a Savings Account must be submitted to the ING Belgium branch with which the Savings Account is held. Save in cases where the account is the last account held by the Client with ING Belgium, Clients may also submit their request to close an account via ING Belgium's Home'Bank/Business'Bank or Phone'Bank service.

ING Belgium has the right to close at any time and without justification, without any charge or

compensation, a Client's Savings Account subject to a notice period of at least two months, or where the Savings Account concerned held by the Client is intended for professional use, subject to a minimum notice period of one month. Any such notice is to be sent in writing or on any other physical medium.

If a Savings Account is closed and, at the time of the closure, there is a remaining credit balance, the Client may specify how he/she 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.

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

## VII Complaints

### Article 19

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.

Complaints may in the first instance be submitted to the ING Belgium branch with which the Savings Account is held. Any complaints may also be sent to ING Belgium's Complaint Management department (Tel.: 02 547 61 02, Fax: 02 547 83 20):

- by post to the following address:  
ING Complaint Management  
Cours Saint-Michel  
Sint Michielswarande 60  
1040 Brussels
- by e-mail to the following address:  
[plaintes@ing.be](mailto:plaintes@ing.be)
- or via the web form at [www.ing.be](http://www.ing.be)  
(<https://www.ing.be/fr/retail/Pages/complaint-handling.aspx>)

If the Client is a consumer (i.e. a private individual acting for non-professional purposes) and feels that he/she has not obtained a satisfactory answer from ING Belgium, he/she may submit a complaint free of charge to the Ombudsman for financial disputes (Ombudsfin, Rue

Belliard/Belliardstraat 15-17, boîte 8, 1040 Brussels - e-mail: [Ombudsman@Ombudsfin.be](mailto:Ombudsman@Ombudsfin.be) - visit [www.ombudsfin.be](http://www.ombudsfin.be) for additional information), without prejudice to the Client's right to initiate 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 20

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 privacy

### Article 21

Data of a personal nature communicated to ING Belgium by the Client in connection with the Savings Account are processed by ING Belgium for the purpose of centralised customer management, managing accounts and payments as well as assets (investments), loans (where applicable), brokerage services (in particular for insurance), where applicable, marketing of banking and insurance services (unless the Client, upon request and free of charge, objects to direct marketing), obtaining a global overview of the Client and monitoring transactions and preventing irregularities.

Clients agree that such data may be communicated to other companies of ING group established in the European Union and carrying out banking, insurance or financial activities (list available upon request) for the purpose of centralising customer management, marketing banking, insurance or financial services (except e-advertising and unless the Client objects, upon request and free of charge, 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). It is also communicated to insurance companies outside ING Group established in the European Union for which the bank acts as an



insurance intermediary (list available upon request), provided that such data is required for the purposes of (where applicable) concluding and managing insurance contracts (insured party's risk score), marketing insurance services (excluding e-mail marketing and, unless the person concerned objects, upon request and free of charge, to direct marketing), centralised management of customers and monitoring the regularity of transactions (including the prevention of any irregularities). Any private individual may consult data relating to him/her and have it corrected.

For more information, Clients can consult Article 6 (Protection of Privacy) of the General Regulations of ING Belgium.

### **Article 22 - Mandatory reporting to the Central Contact Point of the National Bank of Belgium**

Certain types of Client data are reported to the Central Contact Point operated by the National Bank of Belgium, Boulevard de Berlaimont/Berlaimontlaan 14, 1000 Brussels (hereinafter referred to as the "PCC"). The National Bank of Belgium is responsible for the processing carried out by the PCC, in accordance with the regulations governing the operation of the Central Contact Point referred to in Article 322, 3 of the 1992 Income Tax Code.

ING Belgium is obliged to report to the PCC the following information relating to each Client:

- a. national registration number or, if this is unavailable, the surname, official first name and date and place of birth of the Client;
- b. registration number of ING Belgium with the Crossroads Bank for Enterprises;
- c. the closing date of the calendar year to which the reported data relate;
- d. IBAN (International Bank Account Number) of each account (including the Savings Account) held by the Client with ING Belgium as holder or joint holder.

The data referred to above are reported to the PCC each year, at the latest by 31 March of the calendar year following the year to which the reporting relates. The data referred to in points a), b), c) and d) above are also reported for calendar years 2010, 2011, 2012 and 2013, at the latest on the date set out in the applicable regulations.

These data are recorded by the PCC and stored for a period of 8 years as from the closing date of:

- as regards the data referred to in point a) above: the last calendar year with regard to which these identification data were reported to the PCC;
- as regards the data referred to in points b), c), and d) above: the calendar year with regard to which the account - the IBAN of which was reported to the PCC - was closed.

Each Client has the right to consult at the National Bank of Belgium the data recorded in his/her name by the PCC. He/she also has the right to request the correction and deletion of data containing errors and recorded in his/her name by the PCC, with this right being exercised through ING Belgium if the latter reported the data in question to the PCC.

Information reported to the PCC can only be used to determine the Client's income tax base or within the framework of establishing an inventory of the Client's assets so as to ensure the collection of taxes and withholding taxes due in principal and additional amounts, of tax increases and administrative penalties, and of fees and interest.

### **X Amendments to the regulations**

#### **Article 23**

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 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 post or on any other physical medium or by electronic mail with a minimum of two months' notice or, where the Savings Account concerned held by the Client

is intended for professional purposes, with one month's 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 such amendments, he/she may, before the date - as specified in the aforementioned message - on which the announced amendments come into force, notify ING of his/her refusal to accept such amendments and immediately close his/her Savings Account without any charge or compensation while still receiving the interest applicable before the date on which the amendments come into force. Where the Savings Account is not closed in this way, the Client shall be deemed to have accepted the 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 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 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 SA/nv – Bank/Lender - Avenue Marnix 24, B-1000 Brussels - Brussels RPM/RPR –  
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FSMA under the n° 12381A - [www.ing.be](http://www.ing.be) - Publisher: Marie-Noëlle De Greef, Cours Saint-Michel 60, B-1040  
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