

ING Thematic Citizens' Lending

Term account

Regulations

1st July 2019



I. Purpose and framework of these Regulations

These Regulations relating to ING Thematic Citizens' Lending (hereafter the "Regulations") govern the relationship between ING Belgium SA/nv (hereafter "ING Belgium") and the holder and/or joint holder of an ING Thematic Citizens' Lending account (hereafter the "Client").

Furthermore, this relationship is governed by the General Regulations of ING Belgium (and in particular by the provisions of Article 74 relating to Term Accounts) insofar as the following provisions do not derogate therefrom.

These Regulations and the General Regulations of ING Belgium are available at www.ing.be, from any branch or from ING Info by calling 02 464 60 04.

II. Definition

ING Thematic Citizens' Lending is a term account denominated in euros, opened in accordance with the law of the 26/12/2013 on Thematic Citizens' lending, as the provisions of this law apply to it. The funds raised through ING Thematic Citizens' Lending are used to finance projects with social or socio-economic objectives in accordance with the criteria set out in the Royal Decree implementing Article 8 of the law of 26/12/2013 on Thematic Citizens' Lending, where the income is taxed in Belgium.

Such Term Account is opened for annual terms and capital set by mutual agreement between ING and the Client. The capital remains unavailable until the end of the term agreed between ING Belgium and the Client (subject to the provisions of point V "Management" of these Regulations). The interest rate is set according to the agreed term.

The Client and ING Belgium agree a term, expressed as a full number of years which must be between five and ten years and an amount of capital to be booked on the ING Thematic Citizens' Lending account which must be at least 200 euros. Term accounts opened in connection with Thematic Citizens' Lending benefit from a deposit guarantee scheme in accordance with Directive 94/19/CE relating to deposit guarantee schemes.

III. Interest

The capital booked on an ING Thematic Citizens' Lending account earns a fixed interest rate for the whole of the agreed saving period. Such interest rate is expressed by a gross rate which is established on an annual basis and depends on the agreed term.

The interest rates applicable to ING Thematic Citizens' Lending can be viewed at any branch of ING Belgium and at www.ing.be.

Provided the conditions defined in these Regulations are met, such interest is calculated and granted on the capital booked on the account as from the first calendar day of the saving period until the penultimate calendar day of such period. The interest is credited on an annual basis to the Client's Reference Account. Provided the capital booked is available on the Reference Account, the saving period starts as from the calendar day on which the ING Thematic Citizens' Lending account is opened, as defined in point IV of these Regulations, with as value date for the crediting of the account the same date as that defined for the start of the saving period.

Interest is calculated based on the actual number of days of savings during the year (according to the 30/360 basis based on the "ISDA" method). The interest on the capital booked on an ING Thematic Citizens' Lending account is liable to withholding tax.

IV. Opening

IV.1. Opening of an ING Thematic Citizens' Lending account by a private individual or legal entity

An ING Thematic Citizens' Lending account consists of a sub-account¹ of an ING current account and, in this way, is linked to an ordinary ING Current Account, an ING Green Account, an ING Lion Account, an ING go to 18 Account, an ING Invest Account or an ING Managed Current Account, an ING Corporate Plus Account (hereafter the "Reference Account")

Any holder or proxy of a reference account can apply to open an ING Thematic Citizens' Lending account which is linked to it in the name and on behalf of the holder(s) of the Reference Account.

The holder(s) and proxy(ies) as well as the management powers linked to an ING Thematic Citizens' Lending account are the same as those of the Reference Account. The proxy(ies) for the Reference Account have the same management powers for the ING Thematic Citizens' Lending account as those granted to the Client in these Regulations, although within the limits in the "Management Powers" documents of the Reference Account.

¹ The sub-account number is an extension of the reference account number, it consists of three digits and serves as an

identification number of the sub-account (e.g. BExx- xxxx- xxxx- xxxx - xxx).

The opening of an ING Thematic Citizens' Lending is free of charge (without prejudice to any costs linked to the Reference Account).

IV.2. Opening by a private individual

Private individuals can only open an ING Thematic Citizens' Lending account through the Home'Bank services. Furthermore any application to open an ING Thematic Citizens' Lending account is only valid subject to acceptance by ING Belgium and to mutual agreement. Subject to such reservation, an ING Thematic Citizens' Lending account shall be actually opened by ING Belgium on the calendar day the contract is signed through the Home'Bank services.

The holder or agent of a Reference Account shall determine, when opening an ING Thematic Citizens' Lending Account which shall be linked to it, the term and amount of capital he/she shall ask to be transferred from the relevant Reference Account, subject nonetheless to the possibilities offered by ING Belgium and depending on the terms and conditions mentioned in these Regulations.

The amount thus determined shall be transferred from the Reference Account to the ING Thematic Citizens' Lending account on the date of its actual opening.

A message confirming the opening of an ING Thematic Citizens' Lending account shall be sent through the Home'Bank messaging service, and by e-mail sent to the address the Client communicated to ING Belgium.

The opening of an ING Thematic Citizens' Lending account shall also be confirmed in an account statement. Such account statements are provided in the same way as for the Reference Account. Nonetheless, in cases where the account statements for the Reference Account are communicated via Self'Bank, the account statement linked to the opening of the ING Thematic Citizens' Lending account shall be communicated via the Home'Bank services.

Debit transactions on the Reference Account are confirmed by an account statement sent according to the conditions which apply to such account.

IV.3. Opening by a legal entity

Legal entities can only open an ING Thematic Citizens' Lending account through a branch of ING Belgium. Furthermore any application to open an ING Thematic Citizens' Lending account is only valid subject to acceptance by ING Belgium and to mutual agreement.

Subject to this reservation, the ING Thematic Citizens' Lending account shall actually be opened by ING Belgium, insofar as is possible, within two bank working days of the Client signing the contract to open an ING Thematic Citizens' Lending account and, in any event, no more than ten bank working days after said signing.

The holder(s) of a Reference Account shall determine, when opening an ING Thematic Citizens' Lending Account which shall be linked to it, the term and amount of capital they shall ask to be transferred from the relevant Reference Account, subject nonetheless to the possibilities offered by ING Belgium and depending on the terms and conditions mentioned in these Regulations.

The amount thus determined shall be transferred from the Reference Account to the ING Thematic Citizens' Lending account on the date the ING Thematic Citizens' Lending account is opened. In due course the holder(s) shall duly fund the relevant Reference Account with the balance required to transfer the capital to the relevant ING Thematic Citizens' Lending account, and ING Belgium is entitled to refuse to execute a transfer where the balance is insufficient. In this case, the contract shall be considered null and void.

The opening of an ING Thematic Citizens' Lending account is confirmed by means of an account statement sent by post.

Debit transactions on the Reference Account are confirmed by an account statement sent according to the conditions which apply to such account.

V. Management

No instruction to transfer to or withdraw capital from an ING Thematic Citizens' Lending account can be given after the account has been opened. Cash withdrawals or deposits are not authorised. The Client can amend his/her instructions relating to the choice of the Reference Account for the ING Thematic Citizens' Lending account until the day before the term of the ING Thematic Citizens' Lending account, provided the Reference Account is still open in the name or names of the same holder(s) as that/those of the ING Thematic Citizens' Lending account.

The management of an ING Thematic Citizens' Lending account is free of charge (without prejudice to any charges linked to the Reference Account). Transactions relating to ING Thematic Citizens' Lending shall be recorded on account statements sent, free of charge, by post.

VI. Closing and revocation

VI.1. Closing and revocation by a private individual or legal entity

At the end of the scheduled saving period, the ING Thematic Citizens' Lending account shall be immediately and automatically closed and the capital as well as the interest yet to be paid shall be transferred to the relevant Reference Account (as the value date for such payments is the end date of the saving period).

The closing of an ING Thematic Citizens' Lending account at the end of the agreed saving period is free of charge.

VI.2. Closing and revocation by a private individual acting for non-professional purposes

Within a period of fourteen (14) calendar days starting from the day the contract is signed, the Client, if he or she is a private individual acting for non-professional purposes, has the right to cancel, without having to pay a penalty or justify his or her decision, the Thematic Citizens' Lending account opened through the Home'Bank services. The aforementioned cancellation period is respected if notification of the cancellation is sent before the expiry of such deadline.

ING Belgium shall return, as quickly as possible and at the latest within a period of 30 calendar days starting on the day of the sending of the waiver or cancellation notice, any amount received in connection with the remote contract relating to the ING Thematic Citizens' Lending account.

An ING Thematic Citizens' Lending account can only be closed early in the following cases:

- 1) After the end of a 5-year period, or
- 2) In the event of the death of one of the holders.

In either of these two cases, the Client is entitled to ask ING Belgium to make an early termination indemnity proposal which will be calculated according to the following formula:

Termination amount =
remaining capital
+ gross interest
- withholding tax

Gross interest = remaining capital * number of days between the last interest calculation and the early closing date / **360** * deposit rate / 100

The Client is free to accept the proposal or not.

VI.3. Closing and revocation by a private individual acting for professional purposes or by a legal entity

An ING Thematic Citizens' Lending account opened through a branch cannot be revoked and can only be closed early in the following cases:

- 1) After the end of a 5-year period, or
- 2) In the event of death of one of the holders, where they are private individuals.

In either of these two cases, the Client is entitled to ask ING Belgium to make an early termination indemnity proposal which shall be calculated according to the formula stipulated in point VI.1 of these Regulations. The Client is free to accept the proposal or not.

VII. Interest Calculation and Payment

The amount of interest paid depends on the saving period during which the capital remains on the ING Thematic Citizens' Lending account and capital amount booked on the ING Thematic Citizens' Lending account.

Interest on the capital booked on an ING Thematic Citizens' Lending account is calculated from the first calendar day of the saving period until the penultimate calendar day of said period.

Interest on the capital booked on the ING Thematic Citizens' Lending account is applied and paid annually, after deduction of withholding tax, to the relevant Reference Account. It is paid on each maturity date agreed between the Client and ING Belgium. The value date of such payments to the Reference Account is the calendar day of the annual interest payment dates thus determined.

The calculation and payment of the interest on an ING Thematic Citizens' Lending account are notified to the Client through an account statement which shall be sent, free of charge, by post.

VIII. Complaints

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 Thematic Citizens' Lending account is held.

Any claims may also be sent by post to the following address: ING – Customer Service – Cours Saint Michel, 60 – 1040 Brussels.

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 aforementioned period exceed 60 calendar days from the date of the transaction concerned.

If the Client is a consumer and does not obtain satisfaction from ING Belgium, he/she/it may file a complaint, free of charge, with the Ombudsfm (rue Belliard, 15-17, boîte 8, 1040 Brussels – e-mail address: Ombudsman@Ombudsfm.be – see www.ombudsfm.be or more information), without prejudice to the right of the Client to institute legal proceedings.

IX. Liability

ING Belgium is liable for any serious error or deliberate error committed by itself or its staff, notwithstanding the provisions of these Regulations, but not for minor errors.

X. Protection of privacy

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 privacy 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 privacy) of ING Belgium’s General Regulations, the personal data communicated to ING Belgium by the Client 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 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 privacy) 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 Client;
- the independent agents of ING Belgium, acting for and on its behalf;
- the companies whose intervention is required to carry out the purposes of ING Belgium mentioned in Article 23 of these Regulations, in particular:
 - for the management of payment transactions, in particular: the company equensWorldline SA (Belgium), Swift SCRL (in Belgium), as well as the payment clearing and settlement institutions (Centre d’Echange et de Compensation ASBL (“CEC”), Systèmes technologiques d’échange et de traitement SA (“STET”));
 - for IT/electronic management (including security): ICT suppliers such as Unisys Belgium SA (established in Belgium), IBM Belgium SPRL (established in Belgium), Adobe (established in Ireland), Contraste Europe VBR (established in Belgium), Salesforce Inc. (established in the US), Ricoh Nederland BV (established in the Netherlands), Fujitsu BV (established in the Netherlands), Tata Consultancy Services Belgium SA (established in Belgium and India), HCL Belgium SA (established in Belgium), Cognizant Technology Solutions Belgium SA (established in Belgium), Getronics BV (established in the Netherlands),

ING Tech Poland (established in Poland);

- for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (both established in Belgium) as well as, where applicable, external call centres (in particular, in the context of surveys);

- for payment and account-related transactions: ING Business Shared Services Bratislava, in Slovakia, and ING Business Shared Services Manila, in Manila, the Philippines;

- management of payment and credit incidents: entities, such as Fiducré SA, that engage in amicable consumer debt collection and which for this purpose, in accordance with Article 4, §1 of the Law of 20 December 2002 on the amicable recovery of consumer debts, are registered with the Belgian Federal Economics, Small and Medium-sized Businesses and Energy Agency (list available on request);

- for archiving your data in “paper” or electronic form: OASIS Group (in Belgium);

- the ING Group companies established or not established in the European Union;

- affiliated insurance companies; or

- 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 the 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 or financial activities and/or related activities (list available upon request) for the purpose of centralising customer management, marketing banking, insurance and/or financial 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). Any private individual may consult the data relating to him/her and have it corrected.

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 privacy, 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 privacy, 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 6 (Protection of privacy) of the General Regulations of ING Belgium, and

- "ING Belgium's Declaration of Confidentiality for the Protection of Privacy" 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 Smart 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 sending an e-mail to info@ing.be 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 privacy, 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 privacy, namely, for Belgium, the Data Protection Authority (Rue de la Presse, 35, 1000 Brussels; www.privacycommission.be).

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

Certain types of Client data (and as of January 2020 data of proxies) are reported to the Central Contact

Point operated by the National Bank of Belgium, Boulevard de Berlaimont 14, 1000 Brussels (hereinafter referred to as the "CPC"). The National Bank of Belgium is responsible for the processing carried out by 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.

ING Belgium is obliged to report to the CPC the following information relating to each Client at the latest on March 31st of each year:

- 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 for legal entities registered with it or the complete name, legal form and country they are established in.
- 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.

These data are recorded by the CPC and stored for a period of eight years, as of the close date:

- with respect to the data in point a) above: of the last calendar year for which the identification data were provided to the CPC;
- with respect to the data in points b), c), and d) above: of the calendar year related to the account for which the IBAN number was sent to the CPC.

As of 1st January 2020, the above-mentioned data and the opening and closure of every bankaccount of which the Client is holder or co-holder, as well as the granting or withdrawal of a power of attorney to one or more proxies on this bankaccount and the identity of these proxies, together with the date thereof and the number of this bankaccount following data will also be communicated to the CPC without delay within the limits stipulated by the aforementioned Law of 8 July 2018.

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These data are recorded by the PCC and stored for a period of 10 years, according to the conditions laid down by royal decree. The list of CPC information

requests, submitted by the persons entitled to information, is held by the National Bank of Belgium for 2 calendar years.

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

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

XI. Amendment to these Regulations

Any amendments on the initiative of ING Belgium to the provisions of these Regulations or the characteristics of the ING Thematic Citizens' Lending account (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), shall be agreed between ING Belgium and the Client according to the following procedure:

- The Client shall be informed of amendments proposed by ING Belgium via a dated message included with the Client's account statements or in a (normal or registered) letter sent by ordinary post or e-mail to the last known (postal or electronic) address of the Customer known to ING Belgium or sent on other physical media.
- Amendments take effect at the end of 60 calendar days as from the date of the notification or the date on the message, provided such message is communicated at least 60 calendar days before the amendments are to take effect.

However, the above procedure only applies if the amendments to the conditions in question:

- only concern Clients acting totally or partially for business purposes,
- or are not made to the detriment of Clients acting for non-business purposes.

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