

General Regulations

1 January 2024



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In these General Regulations, Belgian legal concepts are expressed in English terms and not in one of the national languages used in Belgium and the concepts concerned may not be identical to the concepts described by the same English term as they exist under the laws of other jurisdictions. All legal concepts used or referred to in these regulations should be exclusively interpreted according to their respective meaning under Belgian law.

A) General provisions

I. GENERAL PRINCIPLES

Art. 1 – Scope of application

ING Belgium SA/nv, avenue Marnix 24, B-1000 Brussels, Belgium, hereafter "ING Belgium", is a bank licensed as a credit institution by the National Bank of Belgium ("NBB"), Boulevard de Berlaimont 14, 1000 Brussels, (www.bnb.be) and supervised by the BNB as well as the Financial Services and Markets Authority ("FSMA"), rue du Congrès 12-14, 1000 Brussels (www.fsma.be).

ING works in particular with independent agents who act in the name of and on behalf ING Belgium and whose details are kept on file in Belgium in the FSMA's register of agents providing banking and investment services.

These General Regulations (hereafter "the Regulations") concern all transactions, including contracts (hereinafter referred to as the "Transactions"), or all services performed by or with the involvement of ING Belgium and form an entirety together with the Special Regulations for Trading on Financial Instruments which are an integral part, and its appendices (the General Terms and Conditions of ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE, the General Terms and Conditions of the "Zoomit ING" service of Home'Bank/Business'Bank services, the General Terms and Conditions for the use of the ING Document Centre, the General Terms and Conditions of the ING Access Card and ING's Personal data protection statement).

The business relationships between ING Belgium and its Clients are governed by the provisions indicated below in an order of priority with regard to their applicability:

- The special agreements and, where appropriate, their appendices;
- The charges and, where appropriate, their appendices;
- The special regulations and, where appropriate, their appendices;
- These Regulations including the Special Regulations for Trading in Financial Instruments which are an integral part, and their appendices (i.e. the General Terms and Conditions of the ING Client Services, Home'Bank/Business'Bank Services as well as the General Terms and Conditions of the "ING Zoomit" Service of the Home'Bank/Business'Bank Services);
- Generally accepted banking customs.

These provisions govern all such relationships, even occasional, including those business relationships transacted with ING Belgium's offices abroad, subject to the mandatory provisions of the applicable legislation.

The provisions of the Regulations may be amended under the terms and conditions defined in Article 58.

In case of conflict between these Regulations and the Wholesale Banking Conditions of ING Group, the latter shall prevail.

Art. 2 – Professional code of ethics and mutual confidence

The business relationship between the Client and ING Belgium is based on mutual trust.

ING Belgium undertakes to abide by all the legal, statutory or other provisions which define the professional code of ethics and conduct applicable to the exercise of banking activities.

The Client undertakes to comply with the laws and regulations in force - in particular those relating to the fight against money laundering and terrorist financing, economic embargoes and sanctions and the fight against tax fraud - and with the policies established by ING - including the customer acceptance policy - available on the ING Belgium website (www.ing.be) and at ING Belgium branches.

The Client may not use any product or service offered by ING Belgium for activities or purposes which constitute a violation of applicable law or regulation, or which may damage the reputation of ING Belgium or the integrity of the financial system.

ING Belgium has also defined an environmental and social risk policy. This policy may result in products and services not being offered to certain companies active in sectors covered by this policy. This policy can be consulted at the following address :

<https://www.ing.be/en/business/my-business/risk-management/esr-policy>

The Client undertakes to act in accordance with this policy. Where applicable, the Client must adhere to this policy by means of a declaration of social and environmental responsibility (ESR).

ING Belgium shall do its utmost to execute the agreements concluded with the Client, the Transactions carried out on his/her/its behalf and instructions he/she/it has given.

ING Belgium reserves the right not to execute or to postpone the execution of a transaction which is or may be contrary to the legal and regulatory provisions in force or which is incompatible with ING's policies and, more generally, to take all measures and decisions which it deems necessary (including the termination of the relationship), in compliance with mandatory legal provisions or public order.

Within the limits of its competence and activities, it may provide Clients with advice at their request.

For their part, Clients contribute fully to the smooth working of their relationship with ING Belgium, in particular by providing the latter with all useful information, in such a manner that it can assist them efficiently and fulfil its mission correctly.

ING Belgium may only be compelled to conclude a contract, to carry out a Transaction or to execute an instruction provided such action is in accordance with legal or statutory provisions, or with commitments it has entered into pursuant to agreements with the Client.

Art. 3 – Liability

ING Belgium may be held liable for any serious misconduct or deliberate transgression - with the exception of minor shortcomings - committed by itself or its employees when carrying out its professional activities. Without prejudice to the special legal provisions, no contractual provision can exempt ING Belgium from such liability.

Art. 4 – Prescription

Without prejudice to any statutory or contractual provisions which stipulate a shorter period, the right

to institute proceedings against ING Belgium is forfeited after three years, whatever the grounds - contractual or extra-contractual - of the Client's action. Such period runs from the date of the Transaction or act which gives rise to the dispute.

Art. 5 – Professional discretion

5.1. General principle

ING Belgium is bound to observe professional discretion.

5.2. Communications to legal or administrative authorities.

ING Belgium is required to disclose information on him/her/it, where it is required to make such a disclosure by a Belgian or foreign legal or statutory provision, in particular where such disclosure is required by

- a judicial authority (police, the Royal Prosecutor's Office, investigating judge, courts and tribunals, etc.); or
- an administrative authority (notably the tax authorities, the Data Protection Authority, the Basic Banking Service Chamber etc.), including a supervisory body for banking and financial activities (National Bank of Belgium or FSMA), in Belgium or abroad.

ING Belgium may also make such disclosures when necessary in order to record, exercise or defend its rights before:

- a judicial authority (including filing a complaint with the police or an injured person declaration with the Royal Prosecutor's Office); or
- an administrative authority; or
- an extrajudicial mediation service (in particular, Ombudsfm) or an association defending people's interests or a specific cause.

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

Certain data of the Client, proxy holder(s) and natural persons who carry out cash financial transactions on behalf of the Client are communicated by ING Belgium to the Central Contact Point (hereinafter referred to as the "CPC"). The CPC is managed by the National Bank of Belgium (located at 14, Boulevard de Berlaimont, 1000 Brussels), which is responsible for the processing of the CPC in accordance with the Law of 8 July 2018 on the organisation of a central

point of contact for 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 Law 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 with the National Register of natural persons or, in the absence thereof, the identification number with 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 exact 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, the legal form and the country of establishment;
- 3) the opening and closure of every bank or payment account of which the Client is the holder or co-holder, as well as the granting or withdrawal of a power of attorney to one or more proxies on this account and the identity of these proxies, together with the date thereof and the number of these accounts, as well as the periodic balance of each of these accounts;
- 4) the existence of one or more financial transactions involving cash executed by ING Belgium and deposited or withdrawn by or on behalf of the Client and, in the latter case, the identity of the natural person who actually deposited or received the cash on behalf of that Client, together with the date thereof;
- 5) the existence or termination of a contractual relationship with the Client, together with the date thereof, for each of the following types of financial contract:
 - a) rental of safe deposit boxes;
 - b) contracts relating to investment services and/or ancillary services, including the holding for the Client's needs of current or renewable term deposits pending allocation to the acquisition or restitution of financial instruments. For the whole of these contracts, ING Belgium also provides periodically the globalised amount, expressed in euros;
 - c) mortgage loan contracts;
 - d) instalment loan contracts;
 - e) credit facilities;
 - f) any other contract by which ING Belgium makes funds available to private individuals or legal entities, including unauthorised overdraft facilities on an account, or undertakes to make funds available to a company, provided such funds are repaid on the due date, or stands surety for a company.

The first communication of bank and payment account balances and globalised amounts for the whole of investment services and/or ancillary services contracts, registered on 31 December 2020, 30 June 2021 and 31 December 2021, shall be made no later than 31 January 2022. Thereafter, those balances and globalised amounts 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 or payment account: ten years from the end of the calendar year during which ING Belgium notified the CPC of the end of this status;
- in the case of balances and globalised amounts: ten years from the end of the civil year during which the date of their registration falls;
- with regard to data relating either to the existence in the Client's name of a financial transaction involving cash or to the status of a natural person who actually deposits or receives cash on behalf of the Client in the context of this transaction: ten years from the end of the calendar year during which ING Belgium notified the CPC of the existence of this financial transaction involving cash;
- with regard to data relating to the existence of a contractual relationship concerning a certain category of financial contract: ten years from the end of the calendar year during which ING Belgium notified the CPC of the end of the contractual relationship concerning the category of financial contract concerned;
- with regard to identification data: at the end of the last calendar year of an uninterrupted period of ten calendar years during which no data concerning the existence of a bank or

payment account, a financial transaction involving cash or a contractual relationship concerning any of the categories of financial contract mentioned above is recorded 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 receive the information is held by the National Bank of Belgium for five years.

Data 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 exceptional methods for the collection of data by the intelligence and security services, by bailiffs in the framework of the preventive seizure 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 the purposes of money laundering and terrorist financing 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 that ING Belgium or the National Bank of Belgium corrects and deletes 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.

5.4. Mandatory disclosures to the Belgian Register for Credits to Enterprises

With regard to credit facilities, certain data relating to the Client may be recorded in the National Bank of Belgium's credit facilities in accordance with the legal provisions in force.

It communicates in particular the data on the instruments created on the basis of an agreement within the meaning of Article 2, 5° of the Law on the organisation of a Register for Credits to Enterprises, on the protections obtained within the framework of these agreements, and on the counterparties linked to these instruments and protections, as well as the resulting incidents to the Register for Credits to Enterprises of the National Bank of Belgium, avenue de Berlaimont 14, 1000 Brussels. The Data Protection

Officer of the National Bank of Belgium may be contacted in writing at the aforementioned address or electronically at dataprotection@nbb.be.

Within the framework of the aforementioned law, ING Belgium SA/NV with registered office at 1000 Brussels, avenue Marnix 24, is the reporting agent which communicates the data to the Register. The Data Protection Officer of ING Belgium SA/NV can be contacted :

- by letter to the following address: ING Privacy Office, Cours Saint Michel 60/Sint-Michielswarande 60, B-1040 Brussels, or

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

An "agreement within the meaning of Article 2,5° of the Law" refers in particular to a legally binding agreement between two or more parties on the basis of which one or more instruments are created which, in this case, is a credit agreement, namely an agreement between ING Belgium acting as creditor and one or more parties acting as debtor whereby the creditor makes funds available to the debtor in the context of a business activity including unauthorised overdrafts, or undertakes to make funds available, and the debtor undertakes to repay these funds.

By "instruments" is meant a specific provision that is part of an agreement and has specific features, under which a debtor may receive funds from a creditor or enjoy a right of use over an asset;

"Obtained protections" are an insurance or coverage against an adverse credit event

A "counterparty to the instruments and protections" is an institutional entity

(a) that is party to an instrument as debtor, creditor, management organism (beheerder/organe de gestion), or initiator;

(b) which is party to a protection as a protection provider; or

(c) which is affiliated with a party to an instrument or a protection as a head office company, direct parent company, ultimate parent company.

The purpose of this registration with the Register for Credits to Enterprises is to provide the reporting institutions, to which ING Belgium belongs, with information enabling them to properly assess the risks associated with their debtors and to provide the

National Bank of Belgium, as the supervisory authority, with the data it needs to properly assess the risks of the financial sector, as well as for its scientific or statistical activities or for the other activities it carries out in accordance with the Law of 22 February 1998 establishing the organic status of the National Bank of Belgium, such as monetary and other policies. The aforementioned law constitutes the legal basis for this registration.

The data thus recorded will be kept for consultation:

- in the case of instruments and protections, for two years following the consultation period until the end date of this instrument or protection;
- in respect of counterparties, for two years after the consultation period leading up to the expiration date of the last instrument or protection to which it is linked.

However, the National Bank of Belgium has the right to keep the data longer for scientific or statistical purposes after encryption of the data or within the framework of its activities.

Any registered natural or legal person has the right to access to the data registered in his name in the Register for Credit to Enterprises (with the exception of certain data stipulated by law) and to request the rectification of incorrect data registered in his name. Any company natural person or individual concerned has the right to lodge a complaint with the Data Protection Authority (rue de la Presse 35, 1000 Brussels; www.gegevensbeschermingsautoriteit.be).

5.5. Mandatory disclosure to the file of non-regulated registrations

In accordance with an agreement concluded with the National Bank of Belgium, the data relating to a Client, private individual, as well as their credit contracts and other financial undertakings as well as payment defaults linked to the latter are booked in the file of non-regulated registrations (the "ENR file") held by the National Bank of Belgium (Boulevard de Berlaimont, 14, 1000 Brussels).

The term "credit contracts and other financial undertakings" mean, in particular, any credit agreement or any unauthorised overdraft facility on an account. The aforementioned data is only communicated to the ENR File of the National Bank of Belgium in the event of payment default by the Client. The relevant Clients are only private individuals who reside or not in Belgium.

The purpose of such booking in the ENR File is to

prevent private individuals becoming over indebted by supplying credit providers with information on credit contracts and other financial undertakings for which a payment default has been recorded.

The ENR File keeps the data for the aforementioned purposes for:

- Twelve months from the date of settlement of the credit contract or financial undertaking,
- A maximum of ten years from the date of the payment default, whether the credit contract of financial undertaking has been settled or not.

Any private individual whose data is booked in the ENR File has a right of access and, where appropriate, rectification. Any private individual is entitled to access the data relating to them in the ENR File by sending a request together with a photocopy of the back and front of their identity document. Such request must be made in writing (National Bank of Belgium, The Central Individual Credit Register, boulevard de Berlaimont 14, 1000 Brussels) and never by phone. They are also entitled to have any wrong data which has been recorded rectified or deleted booked in their name provided they enclose a document substantiating the justification of their request. The right to access, rectification or deletion of wrong data must be exercised personally, either through a lawyer, a minister or officer of the peace in connection with the execution of the credit contract or the financial undertaking.

5.6. Communications to other companies

By the very existence of his/her/its business relationship with ING Belgium, the Client also accepts that all information and data necessary or useful for the due performance of financial or insurance Transactions is recorded in the databases of ING Belgium and of the other companies of the ING banking and insurance group established in the European Union (see Article 6.2), as well as the databases of third parties (Swift scrl/cvba, MasterCard Europe srl/bv, equensWorldline nv/sa, insurance companies, etc.) whose involvement is necessary or useful to achieve the aforementioned purpose.

Consequently, notwithstanding a prohibition on the disclosure of information or intelligence arising from the law, the Client data required for the companies in the ING Group, established or not established in another Member State of the European Union, to comply with the legal or statutory provisions (including those arising from an FSMA/NBB circular)

relating to money laundering or terrorist financing (including relating to the duty of vigilance towards clients, the prevention of the use of the financial system for the purposes of money laundering and terrorist financing, and the prevention of the funding of the proliferation of weapons of mass destruction), shall also be exchanged between such companies for these purposes. ING Bank NV (Bijlmerdreef 106, 1102 CT Amsterdam, The Netherlands) manages the exchange of data within the ING Group companies which participate in the exchange of Client data for the aforementioned purposes. However, the disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is only permitted within the ING Group:

1° between the credit institutions and financial institutions pursuant to Article 2, paragraph 1, 1) and 2), of Directive 2015/849 ("Directive of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing"), established in a Member State of the European Union and belonging to the ING Group;

2° between the institutions pursuant to 1°, their branches and their majority-owned subsidiaries situated in third countries, provided these branches and subsidiaries comply fully with ING's Group-wide policies and procedures in accordance with Article 45 of Directive 2015/849, including the procedures for sharing information within the ING Group;

3° between the institutions pursuant to 1° and equivalent institutions belonging to the ING Group, established in third countries imposing obligations equivalent to those laid down in Directive 2015/849, when said institutions are acting in relation to the same client and in connection with the same transaction, provided the information exchanged concerns this client or this transaction, is used exclusively for the purposes of preventing money laundering or terrorist financing, and the receiving institution is subject to obligations equivalent to those laid down in Directive 2015/849 on prohibition of disclosure and personal data protection.

Furthermore, the disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is also permitted between the aforementioned establishments of the ING Group and:

- the credit institutions and financial institutions

pursuant to Article 2, paragraph 1, 1) and 2), of Directive 2015/849 ("Directive of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing"), established in a Member State of the European Union and not belonging to the ING Group;

- equivalent establishments not belonging to the ING Group, established in third countries imposing obligations equivalent to those laid down in Directive 2015/849, when said institutions are acting in relation to the same client and in connection with the same transaction, provided the information exchanged concerns this client or this transaction, is used exclusively for the purposes of preventing money laundering or terrorist financing and the receiving institution is subject to obligations equivalent to those laid down in Directive 2015/849 on prohibition of disclosure and personal data protection.

An exchange of data is thus established between ING Belgium and the other members affiliated to the Kube platform of Isabel SA/NV (established in Belgium), a list of which is available on www.kube-kyc.be.

Via this Kube platform, ING Belgium communicates the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of ING Belgium as well as those of self-employed persons who are Clients of ING Belgium, with the other above-mentioned members with whom these companies and self-employed persons are also Clients or wish to become Clients and which must also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article 5.7 of this General Regulations. The data thus communicated are those obtained during the customer acquisition process with ING Belgium as well as those subsequently updated with the latter.

Conversely, ING Belgium may receive, via this Kube platform, personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are customers of these other members as well as those of self-employed persons who are customers of these other members, from these other members mentioned above insofar as these companies are also Customers of ING Belgium or wish to become Customers of ING Belgium, and this in order to be able to comply with the obligations of the anti-money laundering legislation or with the legal obligations relating to the automatic exchange in

relation to cross-border tax arrangements as set out in article 5.7 of this General Regulation. The data thus communicated are those obtained during the customer acquisition process from these other members and those subsequently updated with them.

5.7. Legal obligations relating to the automatic exchange of financial information with other countries

The law of 16 December 2015 "governing the disclosure of information on financial accounts, by Belgian financial institutions and the SPF Finances, under an automatic exchange of information at an international level and for tax purposes" (the so-called "AEOI" law) transposes into Belgian law, the European and international texts which organise an automatic exchange of information system with other countries for tax purposes, notably the system set up by the OECD "Common Reporting Standard" (the CRS) and the system set up by the intergovernmental agreement concluded between Belgium and the United States of America with regard to the American "FATCA" law (initials of Foreign Account Tax Compliance Act).

For each private individual and legal entity (joint) holder of one or several accounts as well as private individuals who control the legal entity, and must compile a statement (i.e. the "relevant person" under this Article 5.7) and whose fiscal residence is established in a State other than Belgium which participates in the automatic exchange of information system with Belgium, the Belgian financial institutions must, pursuant to such law, communicate to the Belgian tax authorities - who will in turn transmit it to the tax authorities of the State of fiscal residence of the relevant person - certain financial information linked to such account(s) managed directly or indirectly (as ultimate beneficiaries owners).

To determine whether such communication of financial information is required or not, ING Belgium must first determine whether the relevant person is declarable or not, in accordance with the identification principles stipulated by the law of 16 December 2015, notably on the basis of indices. In order to determine the declarable status or nor of the relevant person, ING Belgium must - if necessary - ask the relevant person in which State their fiscal residence is located and ask them to provide any documents which substantiate proof of such fiscal residence in such State and/or to complete and sign the specific documents required by law and/or the

applicable intergovernmental agreement.

If the relevant person refuses or neglects to provide the information and/or refuses or neglects to fill in and sign the required documents where appropriate, ING Belgium shall be obliged to consider the relevant person to be an "undocumented US Person" within the meaning of the FATCA and to communicate the information required by the applicable FATCA regulation and/or by the intergovernmental agreement to the authorities designated by such regulations and/or this agreement. ING Belgium furthermore reserves the right to terminate all or part of its contractual relationship with the relevant person, in accordance with Article 59 of these Regulations.

The law of 16 December 2015 covers a period which starts on 1 July 2014 with regard to the "FATCA" and as from 1 January 2016 with regard to the CRS.

The information ING Belgium receives from the Belgian tax authorities is communicated to the relevant foreign tax authorities for tax purposes (establishment and/or collection of tax) but the Belgian tax authorities can also authorise, in a general manner and under the condition of reciprocity, the jurisdiction to which the information is communicated, to use it as means of proof before the penal jurisdictions where such information contributes to the instigation of legal proceedings with regard to tax fraud.

By accepting these General Regulations, the Client expressly agrees with such exchanges of information.

The information communicated to the Belgian tax authorities relate to:

- The identity of each (joint) holder (private individual or legal entity) of the financial account(s), current account(s), term account(s) and savings account(s), securities account(s) and cash account(s) linked to the securities account(s) which are the subject of a statement, as well as that of the private individuals who control the legal entity, and must make a statement.
- The number of the financial account(s) which are the subject of a statement.
- The balance of such financial account(s) as at 31 December each year (or of another appropriate reference period). If the account was closed during the year or period in question, the closing of the account or, where the United States is the jurisdiction to which the statement is submitted, the final balance or final value before the

account was closed.

- Where appropriate, any income (interest, dividends, etc.) and sale proceeds (sale, repurchase and redemption) relating to assets (including securities accounts) booked on such account(s).

When the person concerned is a private individual, the aforementioned information must be provided to him or her - by means of an account statement or on any other medium the Bank considers appropriate, depending on the circumstances - by the latest on the day before the day when the information mentioned by the law is communicated for the first time as far as it is concerned.

Such information must also be provided to the relevant person/private individual by the latest on the day before the date on which the information referred to in the law is communicated in relation to the calendar year during which:

- One or the ultimate beneficiary of the data of a personal nature is changed with regard to them
- The list of declarable financial accounts for which data of a personal nature communicated is changed with regard to them
- The private individual again becomes a person who is the subject of a statement after having stopped being the subject of a statement for one or several calendar years.

Under the European 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, the declaring financial institutions and SPF Finances are considered as "responsible for processing data of a personal nature" with regard to the aforementioned information which relates to private individuals.

Furthermore any relevant person who is a private individual:

- Is entitled to obtain, on request, communication of specific data which shall be or has been communicated in relation to a declarable financial account
- Is entitled to rectification of data of a personal nature about them.

Such rights can be exercised by sending an e-mail (with a copy of the back and front of the identity card or a similar identity document) to the following address: cccr@ing.be.

The computerised databanks communicated by the declaring financial institutions to the Belgian tax

authorities are kept by the declaring financial institutions for seven years as from 1 January of the calendar year following the calendar year during which the databanks were communicated.

More detailed information on the CRS and FATCA standards are available at ING Belgium's website (www.ing.be/InternationalRegulations, the CRS or FATCA tab), as well as the websites of SPF Finances (<http://finances.belgium.be/fr/Actualites/nouvelle-%C3%A9tape-dans-la-lutte-contre-la-fraude-fiscale-internationale-la-belgique-aux>) and of the OECD (<https://www.oecd.org/tax/automatic-exchange/>).

5.8. Legal obligations as regards automatic exchange of information in relation to cross-border tax arrangements

By virtue of the Act of 20 December 2019 transposing the European Directive 2018/822 from the Council dated 25 May 2018 amending Directive 2011/16/EU as regards mandatory automatic exchange of information in the field of taxation in relation to reportable cross-border arrangements, ING in Belgium, as an intermediary, may be legally required to provide certain information that is within its knowledge, possession or control on reportable cross-border arrangements to the competent Belgian authority within 30 days beginning from the case mentioned below that occurs first:

- on the day after the reportable cross-border arrangement is made available to the relevant taxpayer for implementation; or
- on the day after the reportable cross-border arrangement is ready for implementation by the relevant taxpayer; or
- when the first step in the implementation has been made as regards the relevant taxpayer.

ING in Belgium may also be required to file information in relation to a reportable cross-border arrangement within 30 days beginning on the day after it provided, directly or by means of other persons, aid, assistance or advice.

This reporting obligation applies not only to future cross-border arrangements, but also to reportable cross-border arrangements the first step of which has been implemented between 25 June 2018 and 1 July 2020. The information on these reportable cross-border arrangements will be filed at the latest by 31 August 2020.

After reporting these arrangements, ING in Belgium is given a unique reference number by the competent authorities. ING in Belgium will immediately

communicate the said reference number, as well as a summary of the arrangements reported, to the other intermediaries involved and to the relevant taxpayer.

The competent Belgian authority communicates the information on the cross-border arrangements to the competent authorities in all the other Member states of the European Union. This information includes the following, as applicable:

- the identification of intermediaries and relevant taxpayers, including their name, date and place of birth (in the case of an individual), residence for tax purposes, tax identification number and, where appropriate, the persons that are associated enterprises to the relevant taxpayer;
- details of the hallmarks that make the cross-border arrangement reportable;
- a summary of the content of the reportable cross-border arrangement, including a reference to the name by which it is commonly known, if any, and a description in abstract terms of the relevant business activities or arrangements, without leading to the disclosure of a commercial, industrial or professional secret or of a commercial process, or of information the disclosure of which would be contrary to public policy;
- the date on which the first step in implementing the reportable cross-border arrangement has been made or will be made;
- details of the national provisions that form the basis of the reportable cross-border arrangement;
- the value of the reportable cross-border arrangement;
- the identification of the Member State of the relevant taxpayer(s) and any other Member States which are likely to be concerned by the reportable cross-border arrangement;
- the identification of any other person in a Member State likely to be affected by the reportable cross-border arrangement, indicating to which Member States such person is linked.

The automatic exchange of information shall take place within one month of the end of the quarter in which the information was filed. The first information shall be communicated by 31 October 2020.

The Client undertakes to comply with all relevant laws and regulations, including all authorisation requirements and practices in the fight against money laundering and terrorist financing, sanctions and taxation laws and regulations. The Client will not use ING in Belgium's services for activities or purposes that are contrary to any law or regulation

or that could damage ING in Belgium's reputation or the integrity of the financial system.

The Client undertakes to cooperate with ING in Belgium and, in particular, to provide all information and documents and to carry out all acts required by ING in Belgium (i) by virtue of the law, regulations or ING's internal policy on service provision, (ii) in order to comply with the requirements of local and foreign (tax) authorities and/or to meet these (reporting) obligations in accordance with tax laws and regulations (iii) in order to check the Client's identity, its activities and objectives and (iv) in order to explain the reasons for the (planned) use of a service, the origin of the resources used for a service and the economic nature of (the use of) a service. The Client confirms and warrants that all the information required by ING in Belgium in this area is correct and complete.

5.9. Legal obligations as regards financial and trade embargoes and sanctions

International organisations and governments such as the United Nations, the European Union and local or other national authorities may impose restrictive measures on countries, organisations, legal entities and/or individuals for committing or being suspected of committing a breach of human rights and of international law, for crimes, terrorism, money laundering offences, etc. These measures are usually described as "sanctions or embargoes".

ING Belgium is required to act within the legal framework and is to comply with the sanctions, financial and trade embargoes imposed by EU, UN and/or US sanction regimes. Compliance with these legal obligations may involve providing information to the relevant authorities.

More detailed information the ING Financial Economic Crime Statements are available at ING Group's website <https://www.ing.com/About-us/Compliance/Financial-Economic-Crime-Statement.htm>)

Art. 6 – Protection of personal data

6.1. Processing, by ING Belgium, of data of a personal nature relating to its Clients

6.1.1. The personal data communicated or made available to ING Belgium is processed by the latter as data controller 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.

6.1.2. The personal data referred to by this Article 6 is the Client's data, if they are a natural person, or, if the Client is a legal entity, that relating to its representatives, agents, actual beneficiaries or employees, or even the data of their spouse consenting to the credit being granted to the Client who is their spouse/legal cohabitant (hereinafter referred to as the "data of the Client and other people concerned"). The data thus referred to is, notably, that which concerns the identity, domicile, personal status of the people concerned, or the assets, financial commitments and banking, financial, insurance and other Transactions (including contracts) which relate to the people concerned or, if they are a natural person, of the Client.

6.1.3. The personal data thus processed by ING Belgium is that which is communicated to ING Belgium:

- when the Client or possibly his/her/its proxies or a third party submits or sends ING Belgium a completed form or document, or an instruction or an application, on whatever medium (e.g. mail, fax, e-mail, etc.),
- when information is disseminated to the public (via the Internet, etc.),
- or in any other manner (e.g. when the Client goes to an ING Belgium branch, by telephone, by the use of electronic services of ING Belgium, etc.).

Notably to meet its regulatory obligations and ensure the security of the Transactions, ING Belgium also collects data by consulting external sources that communicate or make available these data in principle in their capacity as (joint) data controllers (and/or as the case may be, as subcontractors for ING Belgium). These may be public or private bodies.

A list of the main external sources is available appended to ING's Personal data protection statement, appended to these Regulations.

6.1.4. This data is processed by ING Belgium in connection with any request to carry out a Transaction – and, where appropriate, its execution – made by the Client or by a third party in favour of the Client for one or several of the following banking, financial or insurance purposes:

- The management of accounts and Payment Transactions

- The granting and management of loans
- Asset management (investments) and/or renting of safe-deposit boxes
- Intermediation services (in particular insurance and leasing),

or, in connection with the offer of other products or services (where applicable, provided by other partner companies, e.g. Bancontact Payconiq Company NV/SA; list available on demand) offered by ING Belgium (acting, where applicable, as an intermediary for the partner companies).

Furthermore, such data is processed by ING Belgium for the purpose of centralising customer management, the marketing (inter alia surveys and statistics) of banking, financial (including leasing), insurance and/or other products or services (where applicable, provided by other partner companies; list available on demand) offered by ING Belgium as well as a global overview of the Client.

Finally, it is processed for the purposes of checking the regularity of the Transactions and preventing irregularities, notably in connection with preventing and combating fraud, safeguarding the security of the Transactions or the legislation on combating terrorism and money laundering. In this respect, ING Belgium processes behavioural data (linked to the use of a mouse, a keyboard, etc.).

However, ING Belgium does not carry out direct marketing actions aimed at young people under the age of 12, nor offer information society services directly to children under the age of 13 except, in the latter case, with the prior authorisation of the legal representative of the minor.

Data relating to Clients managed by ING Belgium intermediaries (independent agents or brokers), including that relating to their Financial Transactions, is also processed by ING Belgium to ensure compliance by such intermediaries with their legal and statutory (including stemming from an FSMA/NBB circular) or contractual obligations, including any duty of exclusivity towards ING Belgium.

6.1.5. Finally, ING Belgium subsequently processes personal data for the following compatible secondary purposes:

- (i) the transfer of the data to an archive;
- (ii) internal and external audits or surveys;
- (iii) the implementation of operational checks;
- (iv) statistical, historical or scientific research;
- (v) the settlement of disagreements or disputes;

- (vi) legal or commercial consultation; or
- (vii) the uptake of insurance by ING Belgium itself.

6.2. Confidentiality of data of a personal nature and communication to third parties

6.2.1. The data of the Client and of the other people concerned is processed by ING Belgium for the purposes described above in a confidential manner.

It is not intended to be disclosed to third parties other than:

- The parties designated by the Client and the other people concerned (e.g. the beneficiaries of the Payment Transactions, family members, the bodies acting as Ombudsfm at their request, an insurer, etc.);
- Independent agents of ING Belgium;
- Companies whose involvement is necessary or useful to achieve one of the principal objectives referred to in Article 6.1.4.
A list of the main organisations, who act in principle in the capacity of subcontractors for ING Belgium (and/or, as the case may be, as (joint) data controllers) is available appended to ING's Personal data protection statement, appended to these Regulations.
- the companies or people whose involvement is necessary or useful to perform one of the secondary purposes mentioned in Article 6.1.5, notably:
 - company auditors,
 - lawyers,
 - legal, tax or sales advisors,
 - auditors,
 - notaries,
 - insurers,
- ING Group companies whether or not in a Member State of the European Union or affiliated insurance companies;
- other partner companies of ING (e.g. Bancontact Payconiq Company SA/NV in Belgium; list available on demand), which are established in a Member State of the European Union, for and on behalf of which ING offers products or services, in the event of the people concerned subscribing to these or showing an interest in them;
- companies involved in the mobilisation of bank claims;
- insurance companies authorised in Belgium (for which ING Belgium is not acting as an intermediary) and public authorities and bodies in connection with combating fraud, with ING Belgium limiting itself to confirming whether or not a person is the holder of an

account number, with the person's details or associated account numbers being disclosed by the insurance company or the public authority or body concerned, notably:

- Federal Pensions Service
- National Social Security Office
- FPS Finance
- Federal Agency for Occupational Risks (FEDRIS)
- National Office for Annual Vacations (ONVA)
- Horeca Social and Guarantee Fund
- Famiris, Fons and Famiwal
- Ministry of the German-speaking Community, Ministry of Family and Social Affairs
- Kind & Gezin
- Walloon Agency for Health, Social Protection, Disability and Families (Aviq)
- Iriscare (THAB) ;
- the competent judicial or administrative authorities (notably the tax authorities, the Data Protection Authority, the Basic Banking Service Chamber etc) in connection with the application of the law or an extrajudicial mediation service (in particular, Ombudsfm) or an association defending people's interests or a specific cause;
- the credit institutions, financial institutions and equivalent institutions pursuant to Article 5.6 in accordance with the conditions laid down in this article (e.g. Bancontact Payconiq Company SA/NV; list available on demand),
- the other members affiliated to the Kube platform of Isabel SA/NV (established in Belgium), a list of which is available on www.kube-kyc.be.
Via this Kube platform, ING Belgium communicates the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of ING Belgium as well as those of self-employed persons who are Clients of ING Belgium, with the other above-mentioned members with whom these companies and self-employed persons are also Clients or wish to become Clients and which must also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article 5.7 of the General

Banking Regulations. The data thus communicated are those obtained during the customer acquisition process with ING Belgium as well as those subsequently updated with the latter;

in accordance with the following provisions.

6.2.2. The data of the Client and of the other people concerned may consequently be transferred to a country that is not a Member State of the European Union, for example:

- payment data communicated to SWIFT scr/cvba, archived in the United States and subject there to American law,
- payment data communicated to equensWorldline nv/sa, which in turn communicates said data to other companies of the equensWorldline Group in Morocco and India, which act as sub-contractors,
- data which is communicated to ING Group companies which are not established in another Member State of the European Union, for instance payment, credit or financial data which is sub-contracted to ING Business Shared Services Manila, in Manila, the Philippines, etc.).

6.2.3. The data of the Client and of the other people concerned is exchanged between - existing or future - companies of the ING banking, financial and insurance Group established or not in a Member State of the European Union.

The ING Group is a group of companies active in the fields of banking, insurance, leasing, asset management and/or activities following on from these. The Client and the other people concerned can request a list of the companies of the ING Group established in Belgium, in another Member State of the European Union or in another country participating in the exchange of data relating to the Client and the other people concerned.

These companies guarantee a high level of protection of any data of a personal nature exchanged and are bound, as far as such data is concerned, by an undertaking of discretion.

The exchange of Client data between the companies of the ING Group established in another Member State of the European Union is intended to allow such companies to centralise their customer management, to have a global overview of the Client, to undertake surveys, statistics or marketing campaigns (except for sending advertisements by e-mail, except with the consent of the person

concerned), to offer and/or provide the services mentioned above, and to control the regularity of transactions (including the prevention of irregularities).

These companies may also carry out the same compatible secondary purposes as those mentioned for ING Belgium in Article 6.1.4.

Consequently, without prejudice to the prohibition on the disclosure of information or intelligence arising from the law, the data of the Client and of the other people concerned required for the companies of the ING Group, established or not in another Member State of the European Union, to respect legal or statutory provisions (including those stemming from a circular from the competent supervisory authority) relating to money laundering or terrorist financing (including relating to the duty of vigilance towards clients, to the prevention of the use of the financial system for the purposes of money laundering and the funding of terrorism, and the prevention of the funding of the proliferation of weapons of mass destruction), is also exchanged between such companies for these purposes. ING Bank NV (Bijlmerdreef 106, 1102 CT Amsterdam, The Netherlands), acting as jointly in charge of the processing, manages the exchange of data within the companies of the ING Group which participate in the exchange of data relating to the Client and the other people concerned for the aforementioned purposes. However, the disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is only permitted within the ING Group in accordance with the conditions laid down in Article 5.6.

6.2.4. In addition, the data collected by ING Belgium in its capacity as insurance broker is also communicated to the insurance companies involved which are external to the ING Group and are established in a Member State of the European Union (particularly NN Non-Life Insurance nv, NN Insurance Belgium SA, Aon Belgium SRL, Inter Partner Assurance SA, AXA Belgium SA, Cardif Assurance Vie SA and Cardif Assurances Risques Divers SA) and their representatives in Belgium (particularly NN Insurance Services Belgium SA for NN Non-Life Insurance nv established in the Netherlands) (list available on request), provided it is necessary for the purpose of assessing the risk insured and, where appropriate, concluding and managing the insurance contract, marketing their insurance services (except for the sending of advertisements by e-mail), centralising customer management and controlling the

regularity of transactions (including the prevention of irregularities).

Similarly, it may also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium, for the same purposes (excluding marketing).

6.2.5. The judicial (police, prosecution service, examining magistrate, courts and tribunals) or administrative (tax authorities, deposit and consignment office, Federal Pensions Service, etc.) authorities, including the regulatory bodies for banking and financial activities (National Bank of Belgium/FSMA), whether Belgian or international (e.g. American) may, in certain cases stipulated by law or local regulations (in particular with a view to preventing terrorism) demand from ING Belgium or a company to which data may have been transferred in accordance with the above provisions, communication of all or part of the personal data of private individuals (e.g. the data relating to Payment Transactions). Certain Client data is, for instance, communicated to the central point of contact held by the National Bank of Belgium and to the (individual or corporate) Central Credit Registers of the National Bank of Belgium and to other Belgian or foreign authorities, in accordance with Article 5 of these Regulations.

6.2.6. A bank claim resulting from the granting of credit can be transferred to a third party in connection with a securitisation transaction or any other mobilisation transaction pertaining to bank claims. Furthermore, bank claims may be allocated to a specific sub-fund for which rights are created or to a separate ING Belgium fund (e.g. for issuing Belgian mortgage bonds or covered bonds). In the event of such transfer or allocation, ING Belgium is entitled to communicate certain information, including the commitments of the Client credited and how they comply therewith to the borrowers of the transfer or allocation. ING Belgium may also communicate this same information to any third party stakeholders with a legitimate interest (such as the National Bank of Belgium, rating agencies, company auditors, a notary, etc.).

In some cases, these transfers or allocations may be carried out with the support of other ING Group companies as well as that of a third-party custodian or a data manager. Their intervention is dependent on guaranteeing the confidentiality of the data of the Client credited and their use for no other purpose than the execution of the transferred credit contract as well as the mission entrusted to this third party. Furthermore, to improve the functioning of the

market in the event of mobilisations of bank claims, the European Central Bank imposes reporting obligations on the entities to which these claims have been transferred or allocated. The information to be communicated in this connection is not personalised but concerns the contract itself (credit term, number of borrowers of the credit, etc.) and certain statistical data (such as the borrower's year of birth, etc.).

Where applicable, this information must be provided to the investors who have invested in the securities issued as a result of this transfer or allocation. It is not impossible that compiling these data will enable the Client credited to be identified. Further information on this subject is available on the website of the European Central Bank: www.ecb.europa.eu (key word: loan-level initiative).

6.2.7. The disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is also permitted between the ING Group establishments pursuant to Article 5.6 above and:

- the credit institutions and financial institutions pursuant to Article 2, paragraph 1, 1) and 2), of Directive 2015/849 ("Directive of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing"), established in a Member State of the European Union and not belonging to the ING Group;

- equivalent institutions not belonging to the ING Group, established in third countries imposing obligations equivalent to those laid down in Directive 2015/849, when said institutions are acting in relation to the same client and in connection with the same transaction, provided the information exchanged concerns this client or this transaction, is used exclusively for the purposes of preventing money laundering or terrorist financing and the receiving institution is subject to obligations equivalent to those laid down in Directive 2015/849 on prohibition of disclosure and personal data protection.

6.2.8. However, in the event of the transfer of personal data to a country that is not a Member State of the European Union not providing an appropriate level of protection (i.e. in the absence of an adequacy decision by the European Commission taken pursuant to Article 45, paragraph 3, of the EU Regulation), ING Belgium shall only make this transfer in the cases laid down by the legislation applicable to protection of personal data, for example:

- by concluding adapted contractual provisions as

laid down in Article 46.2. of the EU Regulation or, for data transfers to the United States, the respect of the EU-US Data Privacy Framework;

- or even if one of the following conditions laid down in Article 49 of the EU Regulation is met:

- via the explicit consent of the Client or of the person concerned, after having been informed of the possible risks of such transfers for them due to the absence of an adequacy decision and appropriate safeguards;
- based on the fact that the transfer is necessary for the execution of a contract between the Client or the person concerned and ING Belgium or the implementation of pre-contractual measures taken at the request of the Client or of the person concerned (e.g. in the case of international payment);
- based on the fact that the transfer is necessary for the conclusion or execution of a contract concluded in the interest of the Client or of the person concerned between ING Belgium and another natural person or legal entity;
- based on the fact that the transfer is necessary for important reasons of public interest;
- based on the fact that the transfer is necessary for the establishment, exercise or defence of legal claims.

Consequently, in the absence of an adequacy decision regarding the level of data protection issued by the European Commission concerning the third countries in which the aforementioned companies are established, transfers of data to the companies mentioned under points 6.2.2 and 6.2.3. have resulted in the signing of conventions which comply with the "Standard Contractual Clauses for data protection" adopted by the European Commission regarding transfers of personal data to sub-contractors established in third countries. A copy of the conventions may be obtained by contacting ING's data protection officer mentioned in Article 6.9.

6.3. Lawfulness of the processing

The processing, including the communications, in the aforementioned Articles 6.1 and 6.2. is only lawfully carried out insofar as at least one of the following conditions is met:

a) the person concerned has consented to the processing by ING Belgium or an ING Group company within the European Union of their personal data for one or more specific purposes. The processing referred to is:

- that relating to the communication of personalised information and offers

("personalised direct marketing) from ING Belgium or from the ING Group within the European Union

- o based on the browsing history of the person concerned (i.e. the use of cookies in connection with direct marketing), or
- o based on payment data or other similar sensitive personal data (i.e. the use of such data for profiling purposes in connection with direct marketing), unless if :
 - such data is necessary to exclude individuals from marketing activities which are not considered appropriate for those individuals, based on semi-aggregated payment data (e.g. excluding customers from car insurance campaigns based on the absence of vehicle-related expenses, ...), or
 - these data are necessary to prioritise marketing activities towards data subjects when the same person is the recipient of several marketing campaigns at the same time (except for the promotion of insurance services), based on a high level of categorisation of payment data (such as total amounts of incomes and expenses, total amounts of expenses on transport, at supermarkets, ...) ;
- that relating to the communication of information or offers from ING Belgium or from other ING Belgium Group companies by e-mail, and
- that relating to the communication of data regarding the person concerned, in scenarios other than those pursuant to point 6.3.b), to ING's partner companies established or not established in a Member State of the European Union or affiliated insurance companies), which are established in a Member State of the European Union, for and on behalf of which ING Belgium offers products or services.

b) the processing is necessary to conclude or perform a banking, financial, insurance or other transaction to

which the Client is a party, whether ordered by themselves or by a third party in their favour and for which ING Belgium or another ING Group company within the European Union is the other contracting party or is acting, as an intermediary (e.g. regarding insurance or leasing), for and on behalf of the other contracting party, or is necessary to perform pre-contractual measures taken at the request of the person concerned or of a third party in their favour. The processing referred to is:

- that relating to the Transactions carried out in connection with one or more banking, financial, insurance or other purposes mentioned under Article 6.1.4., paragraph 1, or, for ING Group companies, under Article 6.2.3.;
- the processing which is carried out in connection with the context of the purpose of checking the regularity of the Transactions and preventing irregularities and which is not covered by a legal obligation.

c) the processing is necessary to comply with a legal obligation (including NBB/FSMA circulars) to which ING Belgium or another ING Group company within the European Union is subject, in particular, with regard to ING Belgium:

- in connection with the application of the regulations on legal incapacity (including minors) and representation of legally incapacitated people, matrimonial regimes and inheritance, the provisions of the Civil Code;
- in connection with the application of the regulations on representation of companies, the provisions of the Corporate Code;
- in connection with the legislation on preventing and combating terrorism and money laundering, particularly the Law of 18 September 2017 on the prevention of money laundering and the financing of terrorism and the limitation on the use of cash (with a view to identifying and accepting clients, supervising transactions, etc.), the EU Regulation 2015/847 of 20 May 2015 on information accompanying transfers of funds, as well as the EU regulations and decisions or Belgian legislation on restrictive measures and embargos (in particular the EU regulations adopted on the basis of Article 215 of the Treaty on the Functioning of the European Union and the EU decisions adopted in connection with the Common Foreign and Security Policy (CFSP));
- in connection with managing risks (credit, counterparty, operational, etc.), particularly

the Law of 25 April 2014 on the status and supervision of credit establishments and stockbroking firms;

- in connection with the legislation on preventing and combating market abuse, particularly the EU Regulation of 16 April 2014 on market abuse;
- in connection with the legislation on consumer protection (including combating excessive consumer debt), particularly Books III ("Freedom of establishment, to provide services and general obligations of companies"), VI ("Market practices and consumer protection"), VII ("Payment and credit services") and XII ("E-business law") of the Code of Economic Law, the Law of 21 November 2017 on infrastructures for markets in financial instruments transposing Directive 2014/65/EU of 15 May 2014 ("MiFID II"), the EU Regulation of 15 May 2014 on markets in financial instruments ("MiFIR") and the Law of 4 April 2014 on insurance;
- in connection with compliance by ING's intermediaries with their legal, regulatory or contractual obligations, as mentioned under Article 6.1.4., paragraph 4;
- in connection with the search for holders, lessees or beneficiaries of dormant accounts, safe-deposit boxes and insurance policies, in particular, the Law of 24 July 2008 containing various provisions;
- in connection with legal communications to Belgian or international judicial or administrative authorities (National Bank of Belgium, FSMA, European Central Bank, tax authorities, Data Protection Authority, etc.), as laid down in Articles 5.2, 5.3, 5.4., 5.7. and 6.2.5., notably the Judicial Code, the Code of Criminal Procedure, 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, Book VII ("Payment and credit services") of the Code of Economic Law, the Law of 4 March 2012 on the Central Enterprise Credit Register, the EU Regulation of 16 April 2014 on market abuse and the "AEOL" law of 16 December 2015, the Law of 24 July 2008 containing various provisions concerning dormant accounts, safe-deposit boxes and insurance policies.
- in connection with accounting and tax legislation, notably Book III of the Code of

Economic Law, the 1992 Income Tax Code; the VAT Code, the Inheritance Tax Code;

- in connection with the protection of whistleblowers, particularly the Law of 28 November 2022 on the protection of reporters of breaches of Union or national law established within a legal entity in the private sector.

d) the processing is necessary for the purposes of the legitimate interests pursued by ING Belgium or another ING Group company within the European Union, unless the interests or the fundamental freedoms and rights of the person concerned which require personal data protection take precedence, particularly when the person concerned is a child.

The processing referred to is:

- the processing carried out in connection with the purposes mentioned under Article 6.1.4., paragraph 2 (namely the purpose of centralising customer management, the marketing (inter alia surveys and statistics) and a global overview of the Client);
- the processing which is carried out in connection with the purpose of checking the regularity of the Transactions and preventing irregularities and which is not covered by a legal obligation or necessary to conclude or perform a banking, financial, insurance or other transaction;
- the communication of the data to the File of non-regulated registrations pursuant to Article 5.5. and the exchange of data within the ING Group within the European Union pursuant to Article 6.2.3;
- the confirmation of the data to the insurance companies (for which ING Belgium is not acting as intermediary) and the public authorities and bodies pursuant to Article 6.2.1 in connection with combating fraud.
- the processing relating to the communication of personalised information and offers ("personalised direct marketing") of ING Belgium or ING Group in the European Union on the basis of payment data or other similar sensitive personal data (i.e. the use of such data for profiling purposes in the context of marketing), only to the extent that :
 - such data is necessary to exclude individuals from marketing activities which are not considered appropriate for those individuals, based on semi-aggregated payment data (e.g. excluding customers from car insurance campaigns based on the absence of vehicle-related

expenses, ...), or

- these data are necessary to prioritise marketing activities towards data subjects when the same person is the recipient of several marketing campaigns at the same time (except for the promotion of insurance services), based on a high level of categorisation of payment data (such as total amounts of incomes and expenses, total amounts of expenses on transport, at supermarkets, ...) ;
- the processing, carried out on the basis of payment data, which are necessary to check in advance that the data subject is eligible for the offer of a service and, where appropriate, to give him/her the possibility to subscribe to it;
- the processing, carried out on the basis of payment data or any other banking, financial or credit data, in order to predefine a maximum limit for the granting of credit in order to be able to respond rapidly to any request for credit from the data subject;
- the processing, carried out on the basis of payment data or any other banking, financial or credit data, to provide the Customer with information on his past financial situation (incomes and/or expenses) (e.g. by providing an overview of the amounts spent per category: transport expenses, supermarkets,...).

This processing is justified by the need to maintain an appropriate business relationship with the Client and the other people concerned, to prevent and combat fraud or safeguard the security of the transactions for ING Belgium and/or for the Client. Similarly, the communication pursuant to Article 5.5. is intended to avoid the people applying for credit taking on excessive debt.

If the data processing is based on the consent of the person concerned as laid down in Article 6.3.a), the person concerned has the right to withdraw their consent at any time without, however, compromising the lawfulness of the processing carried out based on the consent before it was withdrawn.

Subsequent processing of personal data for the compatible secondary purposes pursuant to Article 6.1. is lawfully carried out by ING Belgium or another ING Group company within the European Union on the basis of one of the legal bases mentioned in the aforementioned points b, c, and/or d.

6.4. Processing of sensitive data

Data of a racial or ethnic nature is never processed, under the sole reservation that it does not originate from the information identifying the private individual in question (mainly the surname, first name, address and nationality).

In that case, the Client in question and the other people concerned authorise, by freely communicating such data, the processing thereof. The categories of people with access to such data are staff members and intermediaries (independent agents or brokers) of ING Belgium and, where appropriate, of companies whose involvement is necessary or other companies of the ING Group established in a Member State of the European Union or relevant insurance companies (external to the ING Group) established in a Member State of the European Union which are responsible for one or more of the above-mentioned purposes.

Similarly, data of a political, or philosophical or religious nature, or that relating to membership of a trade union, sexuality or health shall not be processed, except where it is disclosed on the occasion of granting or managing credit (e.g. credit given to reimburse healthcare treatment) or Payment Transactions (e.g. an instruction to pay a subscription to a political party).

In that case, the Client in question and the other people concerned authorise, by freely communicating such data, the processing thereof in connection with the conclusion or management of the credit or with the execution of Payment Transactions.

The categories of people with access to such data are the members of staff and intermediaries (independent agents or brokers) of ING Belgium and, where appropriate, of the other companies of the ING Group established in a Member State of the European Union or other companies (e.g. Swift scrl/cvba, MasterCard Europe SRL/bv, equensWorldline nv/SA, etc.) whose involvement is necessary or useful for granting or managing credit or the processing of Payment Transactions.

Personal data relating to criminal convictions and offences or related security measures are not processed by ING Belgium or another ING Group company established in a member state of the European Union except when :

- the processing of these data is necessary for the management of its own litigation;
- the processing of these data by lawyers or other

legal advisers is necessary for his or her defence;

- processing is necessary for reasons of substantial public interest for the performance of tasks carried out in the public interest entrusted by or pursuant to a law, decree, order or European Union law;
- the data subject has given explicit written consent to the processing of those personal data for one or more specific purposes and if the processing is limited to those purposes; or
- the processing relates to personal data manifestly made public by the data subject, on his or her own initiative, for one or more specific purposes and if the processing is limited to those purposes.

The categories of persons having access to such data are members of staff and intermediaries (independent agents or brokers) of ING Belgium and, where appropriate, of companies whose intervention is necessary or other companies of the ING Group established in a Member State of the European Union, responsible for carrying out the aforementioned purposes.

However, personal data revealing racial or ethnic origin, political opinions, religious or philosophic beliefs or trade union membership as well as personal data relating to criminal convictions and offences or related security measures may be processed, including with a view to automated decision-making as laid down in Article 6.6, in connection with combating money laundering and the financing of terrorism, in accordance with the relevant applicable legislation (particularly the Law of 18 September 2017), notably in connection with identifying politically exposed persons. The categories of people with access to such data are the members of staff and intermediaries (independent agents or brokers) of ING Belgium and, where applicable, of companies whose involvement is necessary or other ING Group companies established in a Member State of the European Union or insurance companies concerned (outside of the ING Group) established in a Member State of the European Union, tasked with carrying out the aforementioned purpose.

Furthermore, health-related data may be processed, however, including with a view to automated decision-making as laid down in Article 6.6, via the explicit consent of the person concerned, when ING Belgium operates as an insurance intermediary, in accordance with Article 6.2.4.

In this event, the Client concerned gives their prior explicit consent to the processing of such data, in connection with the sub-contracting of such processing by the insurance companies concerned. The categories of people with access to such data are

the members of staff and intermediaries (independent agents or brokers) of ING Belgium or insurance companies concerned (outside of the ING Group) established in a Member State of the European Union, whose involvement is necessary or useful for the conclusion of a life assurance policy. These people have a strict duty of confidentiality with regard to the processing of such data. Other appropriate measures are in place to safeguard the rights and freedoms and legitimate interests of the person concerned, particularly the time limit on the retention of such data.

6.5. Protection of ING's premises by surveillance cameras

The premises accessible to ING's Clients and the other people concerned are protected by surveillance cameras, with these people being informed of their presence via a pictogram as laid down by law. The data thus collected is processed for security purposes (surveillance of people and supervision of Transactions) by ING Belgium and is not intended to be transmitted to third parties, except for the competent authorities. The Client and the other people concerned consent to be filmed when visiting such premises.

6.6. Automated individual decision-making by ING Belgium

Notwithstanding Article 6.7.1., the Client or any other person concerned may be the subject of a decision based exclusively on automated processing, including profiling, producing legal effects concerning them or significantly affecting them in a similar manner, in the following cases:

- 1) *Establishment of an "individual assessment of Compliance risks" in connection with combating money laundering and the financing of terrorism*

With a view to accepting Clients, representatives, agents and beneficial owners, an individual assessment of the risks, based on the characteristics of these people (in particular, the identification of politically exposed persons) and on the purpose and intended nature of the business relationship, is prepared by ING Belgium in connection with combating money laundering and the financing of terrorism (ML/FT) in accordance with the Law of 18 September 2017, mainly by pursuing the objective of reducing the risk of the financial system being used for the purposes of ML/FT. This individual assessment takes into account the global risk assessment required by the aforementioned law which takes into

consideration the purpose of the account or of the business relationship, the level of assets deposited or the volume of transactions carried out, the regularity or the duration of the business relationship. Also taken into account are factors indicative of potentially lower/higher risks: risk factors inherent in the clients, risk factors related to the products, services, transactions or distribution channels, the geographic risk factors. This individual assessment is intended to enable ING Belgium to assess the characteristics of the Clients, representatives, agents and beneficial owners and the related ML/FT risk measurement, and to put in place proportionate and appropriate vigilance measures in connection with the continuous assessment of the business relationship.

It is prepared on the basis of the data communicated by the Client, the representative, the agent and the beneficial owner, documentary evidence or reliable and independent sources of information, whether they are public (such as the National Register of Natural Persons, the Moniteur Belge, the Crossroads Bank for Enterprises) or private (such as the World-Check risk detection service).

The individual assessment of the Clients, representatives, agents and beneficial owners, as well as the global risk assessment are updated, notably when elements relevant to the individual assessment are amended.

Furthermore, in accordance with the Law of 18 September 2017, ING Belgium exercises constant and proportionate vigilance as regards the risk identified, consisting of a careful automated examination of the transactions carried out during the business relationship as well as, where appropriate, of the source of the funds, to verify that these transactions are consistent with the characteristics of the Clients, representatives, agents and beneficial owners, the purpose and nature of the business relationship or the planned transaction, and with the risk profile of the Clients, representatives, agents and beneficial owners. ING Belgium can consequently detect atypical transactions which should be subject to an in-depth analysis.

If ING Belgium knows, suspects or has reasonable grounds for suspecting that funds or transactions or attempted transactions are connected or may be connected to money laundering or the financing of terrorism, or if something about which it is aware is connected or may be connected to money laundering or the financing of terrorism, ING Belgium is legally required to report this to the Financial Information Processing Unit (FIPU).

If a Client or a Client's representative, agent and/or actual beneficiary fails to obtain a satisfactory evaluation result at ING Belgium or is given a specific

risk classification, this may also have the effect of refusal by ING Belgium, another company in the ING Group whether or not established in a European Union member State, or an insurance company involved (outside the ING Group) established in the European Union, to enter into a (pre)contractual relationship, continue such relationship or execute a Transaction requested by the Client or by a third party on the Client's behalf.

In accordance with the Law of 18 September 2017, Clients, representatives, agents and beneficial owners do not have the right of access to the personal data processed under money laundering prevention legislation, nor the right to rectify their data nor the right to be forgotten, to the portability of said data or to object, nor the right not to be profiled nor to be notified about security vulnerabilities. However, data subjects have the possibility of lodging a complaint with the Data Protection Authority referred to in Article 6.9. if they consider that the processing of personal data concerning them constitutes a breach of the EU Regulation. The Data Protection Authority only communicates to the concerned data subject that the necessary checks have been carried out.

2) *Establishment of an "individual assessment of commercial risks", in particular in connection with preventing and combating fraud and safeguarding the security of Transactions*

In order to enter into a pre-(contractual) relationship, continue such a relationship or perform a banking, financial, insurance or other Transaction requested by the Client or by a third party in favour of the Client, whether with or through ING Belgium, an "individual assessment of commercial risks", namely an individual assessment carried out by ING Belgium with a view to including the Client who is requesting the performance of a Transaction in one of the risk classes specified by ING Belgium, is prepared by ING Belgium, in particular, in connection with combating fraud and safeguarding the security of the Transactions, by pursuing the main objective of reducing the financial or reputational risk for ING Belgium. This "individual assessment of commercial risks" is intended to enable ING Belgium to assess whether the Client in question is a trusted person with whom ING Belgium can transact on account of the fact that the aforementioned risks are non-existent or, at the very least, limited. This "individual assessment of commercial risks" is prepared on the basis of the data communicated by the Client in question or the third party acting in their favour, data (incidents, defaults or disputes) already known and

recorded internally by the bank and data from external sources mentioned in Article 6.1.3. The "scoring" methods are regularly tested and updated so that they remain accurate, effective and impartial. The consequence of a Client not achieving a satisfactory assessment result with ING Belgium or being included in a particular risk class may be the refusal of ING Belgium, another ING Group company established or not established in a Member State of the European Union or an insurance company concerned (outside of the ING Group) established in the European Union to enter into a (pre-)contractual relationship, continue such a relationship or perform a Transaction requested by the Client or by a third party in favour of the Client. Any person concerned may ask to express their viewpoint regarding the outcome of the assessment carried out by ING Belgium and challenge the decision made on this basis by contacting a branch of ING Belgium.

3) *Establishment of an "investor profile" in connection with protecting investors*

In order to provide "investment advice" services and sell/buy financial instruments for a Client, a MiFID investor profile for this Client, i.e. the assessment of the Client's situation in order to be able to provide these services and financial instruments, is prepared before any service is carried out by ING Belgium to this end in the framework of the European Directive on Markets in Financial Instruments (MiFID), with the main objective of becoming better acquainted with the Client and their investment objectives and consequently protecting the investors.

When it provides investment advice, ING Belgium has to assess the adequacy and appropriateness of the service and the financial instruments to be provided. This assessment enables ING Belgium to act in the Client's best interests. In order to establish the Client's investor profile, ING Belgium has to collect information about the Client's investment objectives, including their risk tolerance, their financial situation, and their experience and knowledge of financial instruments.

The information about the Client's experience and knowledge should at least include the types of services and financial instruments with which the Client is well acquainted, the nature, volume and frequency of the financial instruments transactions carried out by the Client and the Client's level of education and profession.

The MiFID investor profile is established on the basis of (i) the data communicated by the Client (in particular, the information provided about their identity, financial situation, knowledge and experience of financial instruments, their risk

tolerance as well as their investment objectives) and (ii) where applicable, the data already known and recorded internally by ING Belgium. The methods for establishing this profile are regularly updated so that they continue to be accurate and effective.

The investor profile prepared in this way determines the services and/or financial instruments that can be offered or sold to the Client. The Client's investor profile may therefore mean that ING Belgium is prohibited from offering them certain services and/or financial instruments. Any person concerned may ask to express their viewpoint about the outcome of the assessment carried out by ING Belgium and challenge the investment decision made on this basis by contacting a branch of ING Belgium.

4) *Establishment of an "individual credit risk assessment" (or "credit score") notably in connection with credit risk management by ING Belgium and in connection with combating excessive debt*

a) For business loans:

With a view to granting and managing a business loan, a "credit score", i.e. namely an individual assessment carried out by ING Belgium with a view to including the Client credited and, where applicable, the person who is giving a personal security, in one of the credit risk classes specified by ING Belgium, is automatically prepared by ING Belgium. The main objective of preparing such a credit score is to reduce the risk of clients being unable to pay back their loans. Indeed, preparing this "credit score" enables ING Belgium to assess the financial position of the Client credited and, where applicable, that of the person giving a personal security, to assess whether the Client credited (applicant) and, where applicable, the person (applicant) giving a personal security have sufficient creditworthiness and capacity to repay the loan and in order to be able to make a responsible credit decision. This "credit score" is prepared on the basis of the data communicated by the Client credited and, where applicable, the person giving a personal security (these data notably relating to the purpose of the loan, income and expenditure), data already known and recorded internally by the bank (including payment data and data relating to the repayment of loans with ING Belgium) as well as those data consulted in the File of non-regulated registrations ("ENR") held by the National Bank of Belgium. The "scoring" methods are regularly tested and updated so that they remain accurate, effective and impartial. The consequence of a Client not achieving a satisfactory assessment result from ING Belgium or being included in a particular risk class

may be ING Belgium's refusal to offer or grant them credit or offering or granting the credit based on different price or other conditions (where applicable, through additional guarantees or securities). The consequence of the person giving a personal security not achieving a satisfactory assessment result from ING Belgium may be ING's refusal to enter into a security contract with this person and, where applicable, to grant credit to the Client credited. Any person concerned may ask to express their viewpoint regarding the outcome of the assessment carried out by ING Belgium and challenge the decision made on this basis by contacting a branch of ING Belgium, their usual contact person at ING Belgium or ING's telephone call centre.

b) For consumer or mortgage credits

Any person concerned may consult the relevant General Terms by contacting ING Belgium.

5) *Establishing an "individual appraisal of the interest rate on a loan"*

With a view to the granting and management of a loan, an assessment is carried out to define the specific interest rate on the loan. This interest rate takes into account the characteristics of the loan (e.g. the sum borrowed, the duration and the repayment formula), the purpose of the loan (for example the purchase of a primary residence or buying a new car), the risk information linked with the loan (e.g. "credit scoring" referred to above, the level of borrowing in relation to the value of a property, or the amount of income available for repayment purposes), the securities (e.g. mortgage registration), the characteristics of the borrowing Clients in general and the personal characteristics of the borrowing Client who has applied for the loan (e.g. occupation). In the latter case, ING Belgium develops a complete overview of the needs of its clients and can set up specific approaches for certain commercial sectors (e.g. Private Banking). ING Belgium can also grant reductions in rates for certain loans linked with the use of other products (e.g. insurance, in relation to a mortgage loan).

The establishing of an appraisal of this type makes it possible to take into account the risks associated with the loan, and the importance of the loan in terms of the Client's life and business, and to optimise the allocation of the bank's capital between the various credit portfolios. When carrying out this interest rate evaluation, ING Belgium uses data supplied by the Client during the process of applying for the loan (e.g. any competing offers), data already

known and recorded by the bank internally (including payment data and data regarding the various ING Belgium products). The methods of producing this "scoring" are regularly tested and up-dated to ensure that they remain correct, efficient, and impartial. This appraisal may have the effect of the loan being offered or granted at more advantageous or higher rates. Anyone who is concerned may ask to give their point of view on the result of the appraisal carried out by ING Belgium and may dispute the decision taken on this basis by contacting an ING Belgium branch.

6.7. Client's rights

6.7.1. Rights to object and automated individual decision-making

The Client or any other person concerned has the right, at any time, on request and free of charge to:

- object to the processing of data relating to them for the purpose of commercial canvassing ("direct marketing") by ING Belgium, whether this is direct marketing of banking, financial (including leasing) and/or insurance services or direct marketing of other products or services (where applicable, provided by other partner companies; list available on demand) offered by ING Belgium;
- object to their data being exchanged between companies of the ING Group established in a Member State of the European Union for the purposes of direct marketing
- object to the communication of data relating to them by ING Belgium as an insurance broker for the relevant insurance companies (outside of the ING Group) and established in a Member State of the European Union and their representatives in Belgium for the purpose of commercial canvassing ("direct marketing") by such companies
- object, for reasons relating to their specific situation, to the processing of personal data concerning them for statistical purposes,

without ING Belgium or the other ING Group company concerned being able to challenge the exercise of such a right.

Moreover, the Client or any other person concerned has the right, at any time, by simple request and free of charge, to object, for reasons relating to their specific situation, to the processing of their personal data based on the legitimate interest of ING Belgium or of another ING Group company as laid down in

6.3.d), including profiling based on such a legitimate interest. In this case, ING Belgium or the other ING Group company concerned may, however, demonstrate that there are legitimate and compelling reasons for the processing which take precedence over the interests and the rights and freedoms of the person concerned, or for the establishment, exercise or defence of legal claims.

Furthermore, the Client or any other person concerned has the right not to be subject to a decision based exclusively on automated processing, including profiling, producing legal effects concerning them or affecting them significantly in a similar way. However, such a right does not apply when the decision:

- a) is necessary to conclude or perform a contract between the person concerned and ING Belgium or the other ING Group company concerned or even the other company on behalf of which ING Belgium is acting as intermediary (e.g. for granting and managing credit or advice or offering financial investments or even combating fraud and safeguarding the security of Transactions);
- b) is authorised by EU law or the law of the Member State to which ING Belgium or the other ING Group company concerned or even the other company on behalf of which ING Belgium is acting as intermediary is subject and which also lays down appropriate measures for safeguarding the rights and freedoms and legitimate interests of the person concerned (e.g. relating to combating terrorism and money laundering); or
- c) is based on the explicit consent of the person concerned.

In cases a) and c) above, any person concerned may ask to express their viewpoint regarding the assessment made by ING Belgium and challenge the decision made on this basis by contacting a branch of ING Belgium.

6.7.2. Right of access and rectification

The Client or any other person concerned may access the data relating to them, processed by ING Belgium or another company of the ING Group established or not in a Member State of the European Union or a relevant insurance company (outside of the ING Group) established in a Member State of the European Union, and, where appropriate, request the rectification of erroneous data.

6.7.3. Right to be forgotten

Furthermore, the Client or any other person concerned has the right to obtain from ING Belgium and/or from the other ING Group companies within

the European Union, the deletion, as soon as possible, of their personal data ("right to be forgotten") if one of the following conditions is met:

- a) the personal data is no longer necessary for the purposes for which it was collected or otherwise processed;
- b) the person concerned withdraws the consent on which the processing is based, pursuant to Article 6.3.a) or Article 6.4., and there is no other legal basis for the processing;
- c) the person concerned objects to the processing pursuant to Article 6.7.1., paragraph 2, and there are no compelling legitimate grounds for the processing, or the person concerned objects to the processing pursuant to Article 6.7.1., paragraph 1;
- d) the personal data has been processed unlawfully;
- e) the personal data must be deleted in order to comply with a legal obligation laid down by EU law or by the law of the Member State to which ING Belgium or another ING Group company is subject, particularly one of the legal obligations pursuant to point 6.3.c.; or
- f) the personal data was collected in connection with offering information society services to children under the age of 13.

However, the aforementioned right to be forgotten cannot be exercised insofar as the processing in question is necessary:

- a) to exercise the right of freedom of expression and information;
- b) in order to comply with a legal obligation that requires the processing laid down by EU law or by the law of the Member State to which ING Belgium or the other ING Group company concerned is subject, particularly one of the legal obligations pursuant to point 6.3.c.;
- c) for scientific or historical research purposes or for statistical purposes, insofar as the right to be forgotten is liable to render impossible or seriously compromise the achievement of the objectives of said processing; or
- e) for the establishment, exercise or defence of legal claims.

6.7.4. Right to limitation on processing

The Client or any other person concerned has the right to require ING Belgium or the other ING Group company concerned to limit the processing in one of the following cases:

- a) the accuracy of the personal data is contested by the person concerned, for a period enabling ING Belgium or the other ING Group company concerned to verify the accuracy of the personal data;
- b) the processing is unlawful, and the person concerned objects to its deletion and instead requires

a limitation on its use;

- c) ING Belgium or the other ING Group company concerned no longer needs the personal data for processing purposes, but it is still needed by the person concerned for the establishment, exercise or defence of legal claims;
- d) the person concerned objected to the processing, during the verification into whether the legitimate aims pursued by ING Belgium or the other ING Group company concerned take precedence over those of the person concerned.

6.7.5. Right to data portability

The Client or any other person concerned has the right to the portability of their data and, in this connection, the right to receive their personal data that they have provided to ING Belgium, in a structured, commonly used and machine-readable format, and has the right to transmit this data to another controller without the controller to which the personal data has been communicated obstructing this, when:

- a) the processing is based on consent in accordance with point 6.3.a) or on a contract in accordance with point 6.3.b); and
- b) the processing is performed using automated processes.

However, the exercise of this right is limited solely to the data that the person concerned has provided to ING Belgium, namely the data actively and knowingly declared by the person concerned (via a form, contract, etc.), and the data generated through the activity of the person concerned (through the use of the banking services, etc.), excluding data that is derived, calculated or inferred by ING Belgium or another ING Group company from the data provided by the person concerned, such as a profile.

The person concerned who exercises their right to data portability has the right to have the personal data transmitted directly from one controller to another, where this is technically possible.

6.7.6. Arrangements for exercising rights

The Client or any other person concerned shall communicate to ING Belgium their intention to exercise any of the rights mentioned under Articles 6.7.1. to 6.7.4. by contacting the data protection officer of ING Belgium or ING Customer Care Center pursuant to Article 6.9 according to the terms laid down by ING's Declaration of Confidentiality for the Protection of Personal data appended to these Regulations.

ING Belgium shall transmit the requests to rectify or delete data or to limit the processing to the other ING Group companies concerned, unless such a

communication proves impossible or requires disproportionate efforts.

The Client or the other person concerned may also access a good number of the data concerning them through ING's electronic services (in particular, Home'Bank/Business'Bank and ING Banking) and, where appropriate, rectify or delete such data. They may also contact their ING Belgium branch for this purpose. The Client or the other person concerned shall communicate to ING Belgium their intention to exercise their right to the portability of their data pursuant to Article 6.7.5., notably by completing the "Interbank mobility service request" form provided in branches in the banking sector and also available online, notably on the site www.bankswitching.be.

ING Belgium shall provide the Client or the person concerned with information about the measures taken following a request made in accordance with exercising the rights pursuant to Articles 6.7.1 to 6.7.5., as soon as possible and in any event within one month from the receipt of the request. If necessary, this period may be extended by two months, depending on the complexity and the number of requests. ING Belgium shall inform the person concerned about this extension and the reasons for the postponement within one month from receipt of the request.

Regardless of the request made of ING Belgium, the latter may, however, in the event of reasonable doubts about the identity of the individual making the request in question, ask to be provided with the additional information necessary to confirm the identity of the person concerned.

No payment is required to make any communication or take any measure under Articles 6.7.1 to 6.7.5. However, if the requests made by a person concerned are clearly unfounded or excessive, notably on account of their repetitiveness, ING Belgium may:

- a) require the payment of reasonable fees to cover the administrative costs involved in providing the information, making the communications or taking the measures requested; or
- b) refuse to act on these requests.

6.7.8. Consequences of a refusal/failure to respond

The Client may be required, due to regulatory or contractual requirements, to provide personal data, in order to enter into a (pre-)contractual relationship, continue such a relationship or carry out a Transaction requested by the Client or by a third party in favour of the Client.

However, no legal provision makes it compulsory to

answer questions asked by ING Belgium or another ING Group company established or not established in a Member State of the European Union or a relevant insurance company (outside of the ING Group) established in a Member State of the European Union, but the fact of not answering the questions can result, depending on the circumstances, that ING Belgium or another ING Group company established or not in a Member State of the European Union or a relevant insurance company (external to the ING Group) established in the European Union shall be unable (in the event of a legal requirement) or refuse (in the event of a contractual requirement) to enter into a (pre-)contractual relationship, to continue such a relationship or to carry out a Transaction requested by the Client or a third party in favour of the Client.

6.8. Retention of data by ING Belgium

ING Belgium shall not retain personal data for longer than necessary to carry out the purposes mentioned under 6.1., also taking into account the legal archiving time limits imposed on ING Belgium (e.g. by the legislation on combating terrorism and money laundering or the tax and accounting legislation) and the time limits for civil and criminal actions against ING Belgium or the Client and the other people concerned and the causes of interruption or suspension of these time limits.

Given these various factors, the following data is retained by ING Belgium for the following periods:

- the data identifying the Client (and the other people concerned): for 10 years after the termination of the business relationship;
- the documentary evidence data and the recordings of the transactions, necessary to reconstruct precisely the Transactions carried out by the Client or in their favour: for 10 years, starting from the execution of the Transaction in question.

subject to longer limitation periods (e.g. 30 years after the mortgage has ended for mortgage credit) and subject to the occurrence of a civil or criminal dispute.

Furthermore, insofar as the images recorded by the surveillance cameras in accordance with Article 6.5. cannot help to provide proof of an offence, damage or incivility, or cannot identify a perpetrator, a disturber of public order, a witness or a victim, they are not kept for longer than one month.

6.9. ING's Declaration of Confidentiality 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 and the rights afforded to any person concerned, the person concerned may consult "ING's Personal data protection statement" appended to the Regulations.

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

- by logging into ING's 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 Belgium branch or their contact person at ING Belgium,
- 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 ING's Customer Care Center 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,
Customer Care Center, Cours Saint Michel 60, B-1040 Brussels
- by e-mail to the following address: plaintes@ing.be or klachten@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/Sint-Michielswarande 60, B-1040 Brussels ;
- via 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

personal data protection, namely, for Belgium, the Data Protection Authority (Rue de la Presse 35, 1000 Brussels; www.dataprotectionauthority.be).

Art. 7 – Protection of deposits and financial instruments

ING Belgium participates, firstly, in the Belgian system for the protection of deposits and, secondly, for the protection of financial instruments, as organised by the law of 17 December 1998, as amended most recently by the law of 22 April 2016 and by the law of 17 December 1998.

In the event of a default by ING Belgium (bankruptcy, application for composition or suspension of repayment of deposits), such protection guarantees compensation from the "Fonds de garantie pour les services financiers" (Financial Service Guarantee Fund) and the "Fonds de Protection des Dépôts et des Instruments Financiers" (Deposits and financial instruments protection fund) in favour of certain depositors and investors.

For deposits, the beneficiaries are any private individual, association, non-profit organisation, company holders of bank deposits in any currency. For such deposits, the maximum compensation from the Financial Service Guarantee Fund is a total of 100,000 euros per holder. A temporary increase of such amount, in particular, for amounts resulting from real estate transactions relating to private housing property and amounts paid out under a pension, redundancy compensation and insurance services, is allowed.

For the protection of financial instruments, the beneficiaries are certain holders of financial instruments (shares, bonds, bank debt securities issued by another credit institution, etc.), regardless of the currency in which they are denominated. For financial instruments, the maximum compensation from the Protection of deposits and financial instruments fund is 20,000 euros per holder.

The terms and conditions of the protection of the Protection of deposits and financial instruments fund were defined by a notice from the Ministry of Finance published in the *Belgian Official Gazette* of 25 January 1999 (p. 5728).

Detailed information is available on the website of ING Belgium (www.ing.be) and in the ING Belgium branches.

Information relating to the Financial Services Guarantee Fund for the protection of deposits is available from the Fund (address: Administration

générale de la Trésorerie, Administration Paiements, Fonds de garantie, Avenue des Arts 30, B-1040 Brussels, e-mail:

guaranteefund.treasury@minfin.fed.be or via the website: <http://fondsdegarantie.belgium.be>).

Information on the Financial Instruments and Deposits Protection Fund is available from such Fund (address: Administration générale de la Trésorerie, Rue du Commerce 96, B-1040 Brussels, e-mail address: protectionfund.treasury@minfin.fed.be) or via the website: <http://www.protectionfund.be>).

Art. 8 – Languages of communication

ING Belgium undertakes to communicate with Clients in the language they chose (French, Dutch, German or English) at the start of their relationship with ING Belgium or subsequently.

However, when Clients contact an ING Belgium branch, ING Belgium only agrees to communicate with them in the language(s) of the region in which the branch is situated (French, Dutch or German).

These Regulations, the other regulations applicable (including the Special Regulations for Payment Transactions (S.R.P.T.), the Special Regulations for Trading on Financial Instruments (S.R.T.F.I.), the General Conditions Investments and the ING Banking Terms and Conditions), current rates and other terms and conditions, schemes (including those for implementing Clients' orders) and contracts provided by ING Belgium are available in French, Dutch, German (for certain documents) and English from any branch of ING Belgium or ING Client Services. They are available in French, Dutch and English via Home'Bank/Business'Bank and ING Banking.

Some schemes and contracts are available in these same languages from Self'Bank.

Art. 9 – Information and advice

The "General information on ING Belgium and its services" is available on the website and from any ING Belgium branch.

9.1. Unless otherwise expressly stipulated, this Article applies to all general and specific information and all advice, whether personal or not, communicated or provided by ING Belgium, regardless of whether this concerns financial, commercial, technical, legal or any other type of information or advice.

The following provisions do not, however, apply to information and advice concerning Financial Instruments or Financial Instrument services. The rules applicable to such information and advice are

mainly contained in the Special Regulations for Trading in Financial Instruments (S.R.T.F.I.).

9.2. Information and advice communicated or made available by ING Belgium, including via branches or electronic systems, is provided by ING Belgium, other ING Group companies (list available upon request sent to ING Belgium) or third parties.

Such information and advice is only intended for Clients, unless specifically stipulated otherwise. The information and advice are given from the perspective of carrying out Transactions or providing banking, financial and insurance products and services by ING Belgium, other ING Group companies or third parties on behalf of which ING Belgium acts as an intermediary.

It is destined for the exclusive use of the Client who undertakes to respect the confidentiality thereof.

The communication or provision of such information and advice does not, however, entail any commitment by Clients to carry out Transactions or to take up the banking, financial or insurance products and services referred to in the information and advice which has been communicated or provided.

ING Belgium exercises the utmost care in the quality of the information and advice it provides, with regard to both the content and the way it is communicated or made available. It uses reliable methods to communicate or to provide correct, up-to-date information and advice. However it does not guarantee that the information and advice are up to date. It also gives no undertaking to ensure updates if it decides to no longer disseminate the information or advice concerned.

Unless otherwise provided for by law, regulation or contract, ING Belgium may, therefore, at any time and without giving Clients prior warning, modify the information available.

Information and advice which ING Belgium provides in its own name, as well as information provided by other ING Group companies, are based on an objective analysis of the data available to ING Belgium or such other companies.

9.3. When taken from sources external to ING Belgium, ING Belgium endeavours to obtain information and advice from first-rate sources.

Information and advice from such sources which ING Belgium communicates or makes available, stating the source, is transmitted loyally by ING Belgium,

without any assessment or guarantee on the part of ING Belgium. In particular, the accuracy, absence of errors, exhaustiveness and updating of information from third parties cannot be guaranteed.

ING Belgium is only able to detect the incomplete, imprecise or incorrect nature of the information in its possession if it is obvious. Furthermore, ING Belgium cannot be held liable for the consequences of any errors which may be included in such information.

9.4. Regardless of whether a date and/or time are stated, the information and advice are only valid at the moment they are communicated or made available, subject to any revision and without prejudice to any subsequent modifications to the applicable legislation or regulations.

Clients are aware that the information and advice may be modified between the time it is communicated or made available and the time of carrying out the Transaction or taking up the banking, financial or insurance product referred to in such information and advice.

9.5. With regard to any Transaction carried out or agreement entered into, Clients shall ensure they provide ING Belgium and, where appropriate, the other ING Group companies concerned with any relevant information, including concerning their personal situation, objectives, requirements and constraints.

9.6. Without prejudice to the foregoing, ING Belgium and, where appropriate, the other ING Group companies shall communicate to Clients appropriate and comprehensible information on the products or services offered and/or supplied by ING Belgium or through its intermediary, to enable Clients to understand the nature and the risks of such products and services and to make an informed decision with full knowledge of the facts.

Before carrying out any Transaction or taking up a banking, financial or insurance product or service, Clients must ensure they obtain or receive information and any advice from ING Belgium or, where appropriate, other ING Group companies or third parties, enabling them to make an informed decision with full knowledge of the facts.

The information and advice communicated or made available by ING Belgium are intended for all or some Clients and are not based on an assessment of Clients' specific situations, with the exception of personalised advice.

Save for this reservation, such information and advice can never be considered to be personal advice or a personal invitation to carry out Transactions and/or to take up banking, financial or insurance products and services.

Clients should always assess the information communicated or provided by ING Belgium in the light of their individual circumstances, especially as regards their financial position.

9.7. Information communicated or made available by ING Belgium is merely intended to assist the Client in his/her assessment. ING Belgium neither guarantees nor accepts liability for such information, except in the event of gross negligence or deliberate error on its part.

Clients remain solely and fully liable for the use they choose to make of such information or advice and the consequences of their decisions.

Art. 10 – Processing of complaints

Without prejudice to the provisions of Articles 3 and 19 of these Regulations, and without prejudice to the special provisions stipulated by the Special Regulations for Payment Transactions, applicable to the Transactions and services covered by the said Special Regulations, any complaint concerning a Transaction processed by ING Belgium must be notified to it in writing as soon as possible. Clients should send complaints to their ING Belgium branch.

Any complaint can also be sent to the Customer Care Center of ING Belgium (Phone: 02 547 61 04).

- Either in writing to the following address:
ING Customer Care Center
Cours Saint-Michel 60
1040 Brussels
- Or by e-mailing to the following address:
plaintes@ing.be or klachten@ing.be
- Or via the web form on www.ing.be
(<https://www.ing.be/fr/retail/Pages/complaint-handling.aspx>).

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. Such period of time may not, under any circumstances, exceed 60 calendar days from the date of the Transaction in question.

Clients shall similarly notify, within the same period,

any errors or discrepancies noted in documents, including account statements, or in any other messages, delivered in any form whatever, communicated or provided by ING Belgium, as well as any observations concerning such documents or messages, with the aforementioned 60-day period taking effect on the date the document or message in question was issued.

If the Client is a consumer (i.e. a private individual acting for non-professional purposes) and does not obtain satisfaction from ING Belgium, he/she/it may file a complaint, free of charge, with the Financial Disputes Ombudsfin (North Gate II, Boulevard du Roi Albert II, n°8, box 2, 1000 Brussels – e-mail address: Ombudsman@Ombudsfin.be – Phone: 02545.7770 – see www.ombudsfin.be for more information), without prejudice to the right of the Client to institute legal proceedings.

II. LEGAL STATUS, CAPACITY AND REPRESENTATION

Art. 11 – Legal and tax status of the Client – Powers

Any relationship with ING Belgium, as well as the conclusion or execution of any Transaction, is subject to communication by the Client of all information and supporting documents requested by ING Belgium and relating to the identity of the Client, his/her/its legal or tax status, legal domicile, residence or registered office, e-mail address (where applicable), telephone number (fixed and/or mobile) (where applicable) as well as family and professional situation, including, where appropriate, any marriage settlement, registration in the trade register and the V.A.T. system.

Pursuant to the above paragraph, companies shall provide ING Belgium with a copy of their articles of association, as well as all corporate documents indicating or revoking the officers empowered to represent them, including deeds indicating the appointment and revocation of proxies. Furthermore, they may be required to provide ING Belgium with an updated list of such officers, indicating the scope of each of their powers.

Clients are required to inform ING Belgium immediately and in writing together with, where appropriate, the supporting documents, of all changes to any of the information referred to in the two preceding paragraphs.

ING Belgium shall take account of such changes as from the third bank working day following the receipt of such communication. However, it shall endeavour,

in as far as possible, to take such action before the end of this period.

The rules relating to the identification of the Client, described in the above paragraphs also apply to the representatives, agents and effective beneficiaries of the Client, in accordance with the legal and statutory provisions on preventing the use of the financial system for the purposes of money laundering and the funding of terrorism.

Art. 12 – Specimen signatures

When the Client enters into his/her/its business relationship with ING Belgium (unless done exclusively by electronic means), he/she/it shall lodge a specimen signature with ING Belgium. The proxy(ies) he/she/it appoints shall also lodge their specimen signature(s) with ING Belgium.

In the case of a company, the specimen signatures to be lodged are those of the officers who are empowered to deal with ING Belgium, in accordance with the articles of association or with the powers which have been validly conferred upon them.

Art. 13 – Powers of attorney

The powers of attorney which a Client wishes to confer to represent him/her/it with regard to ING Belgium shall be given by means of the documents, electronic or otherwise, made available by ING Belgium (e.g. the “Management Powers” or “Management Mandates” documents relating to the Client’s account), unless the latter agrees to take into account a power of attorney conferred in another form and are opposable to ING Belgium only to the extent that they have been duly accepted by ING Belgium and by the Client or for and on behalf of the Client. Without prejudice to paragraph 6 of this Article, any such acceptance and, if applicable, any such agreement to duly take into consideration a power of attorney given in another form, shall result from the execution by ING Belgium of an order given by the proxy.

The proxy or proxies designated by the Client are authorized to consult any data as well as any correspondence and documents relating to the transactions carried out by the other proxies, even future ones, (in addition to those of the account holder(s)), but only during the lifetime of the power of attorney of these first proxies. Such information, limited to the lifetime of the power of attorney, may, however, be obtained by such proxies even after the termination of their power of attorney.

The proxy or proxies designated by the Client accept that any data as well as any correspondence and documents relating to the transactions they carry

out in the framework of their power of attorney may be consulted by the other proxies (including the account holder(s)) present or future, but only during the lifetime of the power of attorney of these other proxies. Such information, limited to the lifetime of their power of attorney, may, however, be obtained by such other proxies even after the termination of their power of attorney.

The principal has the option to confer the power of attorney with the objective of providing him/her/it with out of court protection that:

- Takes effect from the time the principal finds him/her/itself in a state of legal incapacity as referred to in Art. 488/1 and 488/2 of the Civil Code or
- Takes immediate effect and remains in force if the principal finds him/her/itself the situation as referred to in Art. 488/1 and 488/2 of the Civil Code (hereafter the 'protective power of attorney').

It is the principal and/or the proxy's responsibility to register the protective power of attorney in the central register kept by the Royal Federation of Belgian Notaries.

Although ING Belgium exercises no control over the registration, it reserves the right not to consider the power of attorney as a protective power of attorney as long as it has not been presented with proof that the latter has been registered.

It is the proxy's responsibility to ascertain when the protective power of attorney enters into force. This decision binds ING Belgium, which has no control over the matter.

If the principal wishes to conduct operations or if the former revokes the power of attorney, after the proxy has ruled that the principal is in a state of legal incapacity as referred to in Art. 488/1 and 488/2 of the Civil Code, the Bank reserves the right to block the accounts and other banking services in the name of the principal for the purpose of security pending a legal judgement.

In case of a protective power of attorney, any specific restrictions to the powers of the proxy expressed in this power of attorney, in terms of the maximum duration of these powers, the maximum authorized amount of Transactions, the number of signatures required for the execution of Transactions and/or the types of Transactions authorized, by means of documents, notarized or not, other than the documents (electronic or not) made available by ING Belgium (e.g. the "Management Powers" or "Management Mandates" of the Client's account), are not opposable to ING Belgium. These restrictions only produce internal effect between the principal

and the proxy. ING Belgium may rely that a proxy will act in accordance with the powers granted to him under the power of attorney. ING Belgium is exempt from any liability in this respect, except in the event of gross or intentional negligence on his behalf or his agents.

ING Belgium is unable to take into consideration any powers of attorney of an imprecise or incomplete nature.

Furthermore ING Belgium reserves the right to refuse to allow the power of attorney for justifiable reasons, without prior notice or demand. Such is the case in particular where the proxy does not or no longer satisfies the legal or statutory provisions with regard to preventing the use of the financial system for the purposes of money laundering and the funding of terrorism, notably in identification or client acceptance matters.

A power of attorney is terminated:

- On revocation of the principal's power of attorney
- On termination of the power of attorney by the proxy
- In the event of the death, interdiction, dissolution, bankruptcy or insolvency, of the principal or the proxy
- For powers of attorney conferred as of 1 September 2014: if the principal finds him/her/itself in a state of legal incapacity as referred to in Art. 488/1 and 488/2 CC and the power of attorney does not comply with the requirements for use as a protective power of attorney as referred to in Art. 490 and 490 /1 of the Civil Code.

ING Belgium reserves the right not to take account of a revocation/termination that is not communicated by a registered letter sent to the branch or Call Centre of ING Belgium which notably provides ING Client Services, or in a statement made on a document that was signed and dated in the presence of a representative of the bank, or on an electronic document made available by ING Belgium and received by it via a secure electronic system accepted by it or by a declaration made via the secure telephone services offered by ING Belgium. If the revocation/termination is communicated by ordinary letter, it is at the Client's risk. Such notice must be precise and complete. ING Belgium shall take account of such revocation/termination as from the third bank business day following its receipt. However it shall endeavour, insofar as possible, to respond to it before the end of such period. ING Belgium cannot be held liable if, after the

implementation of the revocation, it carries out a Transaction initiated or an instruction given by the proxy prior to such implementation date.

ING Belgium is entitled to the same period of notice as that determined above to take account of the effects of other causes that result in the power of attorney's termination.

In such cases the said period starts on the date on which ING Belgium is informed of the event in question.

Termination of the relationship for which a power of attorney was conferred extinguishes the effects of such power of attorney.

Once a power of attorney is no longer valid, for whatever reason, the Client must restore to ING Belgium all documents - such as cheques, debit and credit cards, etc. - which are in the possession of the proxy. If such documents are not restored, he/she/it accepts full liability for all consequences which may result from any use which may be made of such documents by the proxy or by a third party, in particular in the cases referred to in Article 25.

ING Belgium cannot be held liable:

- For any consequences which may arise from the use of imprecise, incomplete or conflicting powers of attorney or power of attorney documents
- For termination of or amendments to the power of attorney, if the Bank is not informed of any cause which terminates or amends the power of attorney.

Consequently the Bank is not liable if the proxy has acted without the protective power of attorney while the principal is found to be in a state of legal incapacity as stipulated in Art. 488/1 or 488/2 of the Civil Code.

As a third party acting in good faith, the Bank may simply continue to act on the proxy's instructions.

Art. 14 – Plurality of holders

Accounts and assets in the names of several people (in particular married couples, regardless of the form of marriage, or legally or de facto cohabiting) are managed and, where appropriate, may be balanced, including closures, by each holder acting alone, where necessary under his or her own signature alone, but, nevertheless, subject to any agreements to the contrary. Each accountholder who can act alone, can conclude alone any agreements related to the management of or services linked to that account (for example a current accountholder, who can act alone, can conclude alone the agreement to switch to another type of package for private use

that, where applicable, has different costs), subject to any agreements to the contrary.

As an exception to the above and subject to any powers of attorney, accounts and assets in the names either of several persons (heirs or legatees) following an inheritance, or of partners of a company with no legal status (e.g. a civil law partnership), or the representatives of a de facto association or one or more bare owners and one or more usufructuaries, or again, parties to a lock-up agreement are managed and, if necessary, can only be settled, including closed, by all the holders acting together or if necessary under their joint signatures.

III. CORRESPONDENCE AND DISPATCHES

Mail addressed to the Client

Art. 15

Correspondence intended for the Client shall be sent to them by post (ordinary or, where applicable, registered) or by e-mail. ING Belgium may also communicate with the Client via another durable medium, for example via a notice included in account statements.

The Client shall check that they actually receive the letters (e-mails) that ING Belgium sends them, and undertakes to protect and secure, at their expense, the letters (e-mails) that they receive, particularly against any risk related to the confidentiality and integrity of the messages.

The mail destined for the Client is sent to the (postal or e-mail) address he/she/it indicated or, in the absence of such an address, to his/her/its last address known to ING Belgium, to his/her/its legal domicile or to his/her/its main establishment if he/she/it exercises a liberal profession or a trade, at the current rates.

Article 11, sub-paragraphs 3 and 4, applies in the case of a change to the postal or e-mail address to which the mail is to be sent.

Art. 16

Mail relating to Transactions carried out on behalf of several people is sent to the (postal or e-mail) address indicated with the joint approval of all the parties involved.

If no such an address has been indicated, any communication is made validly as far as all the

parties are concerned, where it has been sent to any of them, either to the (postal or e-mail) address indicated by him/her/it or, in the event no address has been indicated, to the last (postal or e-mail) address known to ING Belgium, or to his/her/its legal domicile.

Art. 17

Proof of the sending and of the contents of the mail addressed to the Client is validly evidenced by the production by ING Belgium of a copy or a summary statement obtained and visualised according to any technical process.

Art. 18

Subject to the possibilities of ING Belgium, ING Belgium and the Client shall keep the mail for him/her/it for a period to be agreed but which shall not, unless agreed otherwise, exceed six months, at the current rates.

A Client wishing to benefit from this holding service offered by the Bank must contact ING Belgium in advance to verify whether the latter accepts to provide this service, and, where appropriate, under what conditions. The Bank may, in particular, subject the provision of such service to the prior conclusion of a special agreement

Mail which is thus held in accordance with the instructions of the Client:

- Shall be either sent to him/her/it on a fixed date, at the Client's expense
- Or kept for him/her/it to collect at the branch of his/her/its choice.

In the latter case, the Client shall ensure that he/she/it collects his/her/its mail by the latest on the last day of the period agreed. If he/she/it fails to collect his/her/its mail by the deadline, ING Belgium may take the initiative of sending it - at the costs of the Client - to the last address known to it or to the Client's legal domicile.

Where ING Belgium keeps the mail, on the instructions of the Client, the effects on the said Client shall be the same as if it were dispatched.

The Client is deemed to be aware of the contents of his/her/its mail which is kept for collection as from the third bank working day following the date indicated on it.

The Client acknowledges that he/she/it is liable for all the consequences, of whatever nature, of his/her/its instructions to keep his/her/its mail for collection as well as his/her/its possible failure to collect it.

Notwithstanding the existence of any instructions as indicated in this Article, ING Belgium may send any urgent or important mail or any mail which demands a quick response to the Client or required by the applicable legislation, to the last address known to ING Belgium or to the Client's legal domicile.

Mail addressed to ING Belgium

Art. 19

Mail addressed to ING Belgium shall be clearly indicated for "ING Belgium" or "ING" and it shall bear the full address of the branch or the local head office for which it is intended. Clients shall ensure that they indicate their account number and, where appropriate, the references allocated by ING Belgium to the subject of the communication.

Dispatches and transport of valuables

Art. 20

Valuables and documents - whatever their nature - which ING Belgium sends to the Client or to third parties on behalf of the Client, as well as those which the Client sends to ING Belgium or which third parties send on behalf of the Client are, at the discretion of the sender, entrusted to the postal office or to private courier services. In all cases, they are transported at the expense and risk of the Client, except where he/she/it is discharged.

Upon request, to be filed at least eight calendar days beforehand, ING Belgium shall organise such dispatches and transportation on behalf of and at the expense of the Client.

IV. TRANSACTIONS - INSTRUCTIONS GIVEN TO ING BELGIUM

In principle the provisions of this section apply to any Transaction and to any order given by the Client to ING Belgium, except insofar as special regulations and agreements derogate therefrom.

In particular, they apply without prejudice to the provisions stipulated by the Special Regulations for Payment Transactions (S.R.P.T.) for the Transactions and services covered by these Special Regulations.

Rules relating to the instructions given by the Client

Art. 21

The Client shall give his/her instructions:

- Either by means of the paper forms made available by ING Belgium, duly completed and bearing the hand-written signature of the Client

- or possibly his/her proxy
- By means of forms made available by ING Belgium or a third party and - in the latter case, expressly accepted by ING Belgium - through an electronic system, with the electronic signature of the Client or, where appropriate, his/her proxy, as stipulated by the special conditions applicable to the service used to initiate the Transaction.

A Client who wants to submit orders in another form in particular in writing using a form other than that issued by the Bank, by fax or by any other technical procedure, must contact the Bank first to check that it shall accept to execute an order in such form and, where appropriate, the condition(s) which would apply. The Bank may in particular subject their execution to prior confirmation in a form meeting its approval and/or to the prior conclusion of a special agreement.

Subject to the limitations on its liability recognised in statutory mandatory or public order provisions, and without prejudice to Article 3, if the Client does not use the forms made available by the Bank on paper or via electronic systems, he/she/it accepts the risks inherent in the method of transmission of his/her/its choice, in particular any delays in execution or errors in the interpretation of the order given.

Art. 22

Any instruction, whatever its form, shall precisely state the purpose and terms of the Transaction to be carried out. ING Belgium can only detect any missing information, inaccuracies, errors or irregularities if they are obvious from a normally attentive quick examination.

Instructions which are obviously incomplete, inaccurate, incorrect or irregular may be returned to the Client. If, however, ING Belgium is able to rectify the data it may execute the instruction, although it cannot be held liable for any delay in execution or possible error of assessment, with the exception of a serious or deliberate error on its part or on the part of its employees.

Art. 23

Clients shall ensure that all documents, evidence, data, information and instructions communicated or given to ING Belgium are absolutely clear, reliable and complete, and that they comply with the - contractual, legal and statutory - provisions and customs applicable.

In the event ING Belgium must rely on documents, evidence, data or information which, in accordance with banking customs and business practices, it is

unable to verify, it shall be unable to guarantee their authenticity, validity, accuracy or scope. In particular, this is true for documents established by third parties, notably those which ING Belgium has been instructed to receive or to deliver, to pay or to collect, by order of and on behalf of the Client.

Art. 24

The Client shall sufficiently fund - in due time - the account to be debited and, if applicable, the related credit line or overdraft facility - or, if applicable, ensure the availability of the disposable sums, necessary for the execution of his/her/its debit instructions including the debiting of fees, commissions and remunerations in favour of ING Belgium and/or its correspondents due in particular pursuant to Articles 45 and 46. If the account consists of several sub-accounts, in particular in several currencies, the funding or the disposable sums are to be built up on the sub-account and in the currency indicated in the instruction.

The Client acknowledges that the assets which may be recorded or, if applicable, the disposable sums to be debited under an account number, sub-account or currency other than those indicated in the instruction do not represent the relevant funding. However he/she/it accepts that ING Belgium, in such circumstances, is entitled to make an automatic transfer as stipulated in Article 48. ING Belgium is entitled to refuse or to suspend the execution of any order which has not been partly or wholly funded or, if applicable, without sufficient disposable sums.

Art. 25

The Client shall take the utmost care of the documents of whatever nature - such as forms, means of payments and miscellaneous cards - which ING Belgium makes available to him/her/it. If he/she/it has received an electronic signature or a secret code, he/she/it undertakes not to disclose them under any circumstances and to take all the necessary precautions in order to safe-guard their secrecy.

Subject to the limits of his/her/its liability recognised by the law, the Client accepts liability for all the consequences resulting from the theft or loss of such documents and/or the disclosure - whether or not voluntary - of his/her/its electronic signature or secret code, as well as any misuse thereof.

Art. 26

Any revocation or amendment to an instruction must be notified in writing to ING Belgium, bearing the signature of the principal or possibly of his/her/its proxy and clearly indicate the instruction which is being revoked or amended.

The provisions of Article 21 apply to these instructions. ING Belgium undertakes to take the revocation or amendment of an instruction into consideration as from the third bank working day following its receipt provided the instruction has not been carried out in the meantime. However it shall endeavour, insofar as is possible, to implement such revocation or amendment before the end of such period.

Rules relating to the execution of Transactions by ING Belgium

Art. 27

In its capacity as a diligent professional ING Belgium assesses the terms of execution of instructions from the Client.

Art. 28

The Client acknowledges that - in view of the technical constraints to which ING Belgium is subject - instructions shall be carried out on the basis of account numbers, as far as both the principal account and the beneficiary accounts of such instructions are concerned.

He/she/it accepts that a possible discrepancy between the account numbers indicated and the identity of either the principal or the beneficiary shall not prevent the execution of the instruction in question.

This provision in no way prejudices the application of Article 31.

Art. 29

All instructions with an execution deadline shall be carried out by ING Belgium on the date stipulated, provided:

- ING Belgium receives the instruction by the latest on the third bank working day prior to the deadline indicated
- Where appropriate, the instruction is given by means of the form required by the contractual, statutory and regulatory provisions
- And practices which apply to it.

ING Belgium does not accept liability for the consequences of any delay in the execution of instructions which do not comply with these conditions or with one of them.

Art. 30

If deemed appropriate ING Belgium may - at the expense of the Client - call on one or several Belgian or foreign third parties, of its choice, to execute the

Client's instructions unless the Client has expressly appointed (a) specific third party(ies). In the latter case, the Client accepts full liability for his/her/its choice.

Art. 31

The Client authorises ING Belgium to credit the account or one of the accounts in his/her/its name with all amounts and/or assets which ING Belgium may, on the instructions of a third party, be asked to make available to him/her/it in whatever fashion, in particular by means of a transfer to another account of the Client with ING Belgium or to another account opened in the name of the Client with another financial institution.

Art. 32

Any amounts or assets made available to the Client - whether in cash, by means of a book entry over an account or by any other method - pursuant to a Transaction where settlement is not yet known or final, constitute an advance made by ING Belgium to the Client subject to the due performance of the Transaction in question, even if the clause "under the usual reserves" is not expressly indicated on the documents which relate to the said Transaction.

The due performance condition shall be fulfilled by the settlement of the Transaction within a reasonable period taking its nature into account.

In the absence of such settlement, the Client undertakes to immediately repay ING Belgium an amount equal to that he/she/it received or to the equivalent of the assets he/she/it received, plus the interest.

In that case, the Client accepts that such amount and the relevant interest may be debited, without prior notice, to his/her/its account. Similarly he/she/it also accepts that in the same case ING Belgium shall automatically withdraw any assets which may have remained in safe-custody at ING Belgium.

Art. 33

The amounts or assets which are due to the Client pursuant to Transactions carried out, via a Belgian or foreign correspondent, by ING Belgium shall only become the property of the Client from such time as ING Belgium has effectively and definitely received them, notwithstanding any communication - made or received by one of the parties involved - announcing or confirming the execution of the Transaction.

Art. 34

The assets in foreign currencies recorded on the account of the Client are included as an aggregate registration on the accounts in the name of ING Belgium with its correspondents; where they can be related to their contra entry to the outcome of which they are indissociably linked.

Consequently, they are subject - ipso jure and immediately - to all the effects of legal and statutory provisions, whether fiscal or not, applicable in the countries of the currencies in question and/or in the countries of such correspondents, to all the measures taken by the authorities of such countries, and to all events of "force majeure" which may occur.

Subject to the possible application of Article 3, ING Belgium cannot be held liable for any prejudicial consequences for the Client which may ensue from the circumstances listed above, in particular in the event where the situation which thus arises may entail the extinction, depreciation, unavailability or lack of productivity - whether total or partial - of the assets of ING Belgium in the countries in question.

Assets in euros may be recorded on any account opened in the name of ING Belgium with its correspondents in any Member State of the European Union whose currency unit is the euro. In such cases the provisions of the above paragraph apply.

Art. 35

The amounts or assets entrusted to ING Belgium shall be kept in the place it deems the most suitable, where appropriate, in the custody of a third party.

In that case, the provisions of Article 30 shall apply.

Art. 36

Without prejudice to the public order or mandatory legal or statutory provisions which lay down special rules with regard to proof, the proof of the execution of orders given to ING Belgium is sufficiently substantiated by the account statements, breakdowns and/or correspondence compiled through whatever means - including electronic - and provided by ING Belgium to the Client. In the absence of such a document, this proof shall be provided by the recording of the Transaction in the books of the Bank.

From both the civil and commercial perspective, whatever the amount of the Transaction in question, the Bank may provide the proof referred to in the above paragraph by means of both the original

document and its reproduction or copy (micro) photographic, magnetic, electronic and optical copy, that without proof to the contrary, are presumed to represent an accurate copy and to prevail as would the original document.

The above provisions do not prejudice the right of the Client to provide proof to the contrary through any legal channel.

Similarly, when a Transaction is made by a proxy of the Client, they do not prejudice the authority of this proxy or the possible specific limits on this authority in the "Management Powers" or "Management Mandate" documents of the Client's account or in any other similar document, electronic or otherwise, that ING Belgium makes available or not to the Client, which are duly accepted by ING Belgium and by the Client or for and on behalf of the Client, or amendments made subsequently to such powers and limits.

Art. 37

ING Belgium cannot be held liable for any prejudice the Client may suffer as a result of:

- Events beyond ING Belgium's control, such as pandemic/epidemic, war, riot, strike, default by its own suppliers, damage resulting from fire or natural causes (such as flooding, storm and lightning) or any event of force majeure
- Decisions taken by Belgian, foreign or international de jure or de facto authorities
- Transactions instructed - in the event of pandemic/epidemic, war, unrest, riots or occupation of the territory by foreign or unauthorised forces - by persons upon whom de facto power has been conferred
- Hold-ups.

The Client acknowledges that ING Belgium's liability may not be invoked when the human and/or technical resources required to carry out Transactions are unavailable due to reasons for which it cannot be held liable, including the disorganisation of its departments as a result of a strike by its staff, a pandemic/epidemic, a breakdown - even temporary and for whatever reason - of its computers, the destruction or deletion of the information contained in the latter, or an interruption in any of its means of communication.

Likewise, he/she/it acknowledges that ING Belgium shall not be held liable for the repercussions of any errors or delays attributable to other institutions or bodies, or those resulting from any fact or deed

committed by a third party. This Article does not preclude the possible application of Article 3.

V. ESTATES

Art. 38

In the event of the death of the Client (or his/her spouse), the heirs and/or assigns, as well as any proxies or joint holders are required to notify ING Belgium immediately, in writing.

Art. 39

ING Belgium may not be held liable for any error if, prior to receiving the notice stipulated in Article 38, it carries out instructions given by the Client before his/her death or, even after it, by the joint holders of the accounts of the Client or the latter's proxies within the limits of the powers conferred upon them.

Art. 40

The heirs and/or assigns shall present to ING Belgium, at its first request, a certificate or deed of inheritance compiled by the inheritance tax collector or by a notary and establishing the devolution of the estate, and/or any other document ING Belgium may consider necessary or useful, for instance, the authorisation of the judge of the peace if such authorisation is legally required. ING Belgium reserves the right to demand a certificate or deed of inheritance established by a notary if it deems such document necessary.

The respective liabilities of ING Belgium and of the said heirs and/or assigns with regard to these documents are defined by Article 23.

ING Belgium is definitely discharged if it delivers the assets to or on the instructions of the persons indicated in such certificate or deed of inheritance. When examining the authenticity, validity, translation or interpretation of such document, ING Belgium can only be held liable for its grave or deliberate errors, in particular in the case of documents of foreign origin.

Art. 41

All Transactions which relate to assets belonging in part or in whole to the estate, whether they are registered in the name of the deceased or his/her spouse who has community of property or in both their names, may be subject to the written consent of all the persons - possibly represented by their proxy (ies) - who, according to the documents which establish the transmission of the estate, qualify as heirs or general or residuary legatees, or assigns

destined to receive all or part of the estate assets held by ING Belgium.

To access the safe-deposit boxes rented by the deceased or his/her spouse who has community of property the presence or agreement of the same persons is required.

Prior to presenting a certificate or deed of inheritance, the surviving spouse or cohabitant may dispose of part of the assets blocked on their current or savings accounts, in their joint names or undivided. Such availability is limited to a maximum of 5,000 euros and may not represent more than half of the available credit balances on such accounts. If such double limit, including withdrawals from other banks, is not respected, the surviving spouse or cohabitant shall lose their share of the joint assets, indivision or estate up to the extent of the amount withdrawn above such limit. In addition, he/she shall lose the right to waive the estate or to accept it without liability to debts beyond assets descended.

Art. 42

The correspondence relating to the estate shall be sent to the address indicated with the mutual agreement of all the heirs and/or assigns referred to above or to the notary they shall have designated. In the absence of any such instructions, it shall be sent to the address which had been indicated by the Client or, in the absence of such an address, to the last address known to ING Belgium or to the legal domicile, either of the Client, or of one of the said heirs or assigns. And such transmission shall be deemed to have been made to each of them.

Art. 43

The heirs and/or assigns mentioned in Article 41 shall jointly and severally and indivisibly bear the costs resulting from the opening of the estate and its settlement Transactions, at the current rates.

Art. 44

The agreements concluded between ING Belgium and the Client shall continue with the heirs and/or general or residuary legatees, on their joint behalf, except if one of the parties exercises his/her/its right to terminate them in accordance with the terms stipulated in Article 59.

In the event the business relationship with the Client is not continued, the said heirs and/or assigns shall settle any outstanding Transactions within the shortest possible period, in accordance with the provisions of the same Article.

VI. CHARGES

Art. 45 - Rates and conditions

Clients shall be informed of the current rates and conditions, applicable to the services provided to them in accordance with the terms and conditions stipulated by law. The rates and conditions are available to Clients in all of ING Belgium's branches.

Clients shall ensure that they are aware of the rates and conditions before they give their instructions or settle any Transactions. Unless otherwise agreed, the Client agrees that the fees, commissions and remunerations payable to ING Belgium and/or its correspondents, in particular those listed in article 6, will be on the terms agreed with ING Belgium and debited in advance from his account and, where applicable, deducted from the line of credit or the related overdraft facility. To that end, he shall build up sufficient funds or, where appropriate, ensure sufficient disposable sums in accordance with Article 24.

ING Belgium can, at any time, amend the charges for the financial services offered by ING Belgium during the lifetime of the contract, for the time left to run until it expires. Any change to such lists of charges shall be agreed between ING Belgium and the Client in accordance with the procedure stipulated in Article 58.

The above provision does not prejudice the provisions stipulated in Articles 71 and 75 of these Regulations and in the special regulations, in particular Article 19 of the Special Regulations for Payment Transactions, for the Transactions and services covered by such Special Regulations.

Art. 46 - Commissions and costs

In accordance with the current legal provisions, Clients shall be charged in particular:

- The commissions which are customarily applied by banks
- The taxes and duties applicable to the Transactions carried out on behalf of Clients or in their favour; for example, if ING is obliged to pay a tax or duty to an authority because of a particular transaction by a customer, the customer is obliged to compensate ING up to the amount paid by the authority;
- The costs incurred on behalf of or in a Client's interest, or relating to his/her/its assets and the Transactions carried out on his/her/its behalf or in his/her/its favour, such as those relating to:
- The preservation, transmission or transportation of assets or documents

- The transmission of mail and any other communications to Clients or to third parties
- The intermediation costs of the correspondents of ING Belgium or other intermediaries
- All steps taken and research made to determine and assess the position of the Client, in particular to obtain any information from administrations or any third parties empowered to provide such information
- Any research ING Belgium is obliged to make at the request of the Client or a third party empowered to make such requests, or to investigate a complaint
- All steps taken or procedures initiated by the authorities or by third parties
- All steps taken by ING Belgium to preserve or to recover its rights with regard to Clients
- ING Belgium's fees for exceptional services it may be obliged to provide as a result of circumstances for which it is not responsible.

The intervention of ING Belgium may be subject to the prior payment of such costs or to the constitution of a provision intended to cover them.

Art. 47 - Accountability of the Client

The miscellaneous costs, commissions and fees in favour of ING Belgium and/or its correspondents which relate to Transactions initiated or to instructions given by the Client or on his/her/its behalf are due even if such instructions and Transactions are cancelled, revoked or not carried out. If they have been paid by the Client they shall not be refunded.

VII. GUARANTEES

Art. 48 - Unicity of account

Whatever their nature and whatever conditions may apply to them (e.g. as regards the specific nature of an account, different terms for which accounts are allocated, or the existence of security guaranteeing the balance of an account exclusively), the various accounts (including deposit accounts, savings accounts and savings books) showing a credit or debit balance, in whatever currency or unit of account, opened in the name of the Client at one or more of ING Belgium's offices in Belgium or abroad, constitute sub-accounts of a single and indivisible account.

Subject to the same reservations, in the event the Client were to default on any commitment entered into towards ING Belgium, the latter may, upon ordinary notice, merge such sub-accounts and make

transfers from one to the other, from credit balances to debit balances and vice versa. The term “balance” is used here with the meaning of a debit or credit position.

Such transfers shall be carried out in euros after, where appropriate, conversion of the other currencies and units of account at the statutory rates or at the market rate in force on the bank business day prior to the transfer

Art. 49 – Compensation

ING Belgium is authorised to set off - at any time and even after the bankruptcy of the Client - any claims, whether or not they have fallen due, in whatever currency or unit of account, which it holds on the Client against any claims, whether or not they have fallen due, in whatever currency or unit of account, which the Client holds on it to safeguard the legitimate interests of ING Belgium and provided such compensation is not prohibited by mandatory statutory provisions.

Such set-offs shall be recorded in euros after, where appropriate, conversion of the other currencies and units of account at the legal rates or at the rate in force on the market on the bank working day prior to realisation.

Art. 50 – Liens

All amounts and/or assets, of whatever nature, held by ING Belgium on behalf of the Client guarantee his/her/its commitments, of whatever nature, towards ING Belgium.

If the Client fails to fulfil his/her/its commitments, or fulfils them late, ING Belgium may withhold such amounts and assets.

The amounts withheld may - ipso jure and at any time - be used by ING Belgium, at its discretion, to settle all or part of such undertakings in principal, interest, fees, costs and incidentals.

As far as the assets are concerned, ING Belgium may, at its discretion, sell them and use the proceeds from the sale to settle all or part of any commitments in principal, interest, fees, costs and incidentals which the Client might not have cleared within eight days from the date of the demand for immediate payment sent to him/her/it.

Art. 51 – Constitution of provisions

To cover its risk arising out of any conditional or contingent commitments of the Client, ING Belgium may automatically debit, at any time, the Client's account with the amount required to build up a provision.

Once any commitments which are thus covered have fallen due, ING Belgium may use the amount of such

provision to clear the debt or the portion of the debt which it wishes to extinguish.

Any amounts which have not been used shall be refunded to the Client provided the latter has no further outstanding commitments towards ING Belgium.

Art. 52 – Assignment of claims

To guarantee the repayment of all amounts which he/she/it may owe ING Belgium, for whatever reason, in connection with his/her/its business relationship with it, the Client assigns in favour of ING Belgium all the claims it holds or may hold against any:

- Tenants, farmers or other persons with a lien or personal right on movable or immovable property belonging to the Client
- Insurance companies
- Banks and financial institutions
- Employers and social security bodies
- Payers of wages and alimony
- And, generally, all amounts which may be owed to him/her for whatever reason.

If the Client fails to fulfil any of his/her/its commitments towards ING Belgium, the latter may, without prior notice or demand for payment, notify - at the expense of the Client - the above-mentioned assignment to the debtors of the claims assigned who, thereafter, shall only be validly released by payment to ING Belgium. The Client undertakes to provide ING Belgium, at its first request, with any information and documents relating to such claims. He/she authorises ING Belgium to gather such information or request such documents from third-party debtors of the claims assigned.

Art. 53 – Joint and several liability and indivisibility

All persons who, in whatever capacity, are the joint holders of an account or assets, the joint beneficiaries of a facility or are jointly involved in a single Transaction, are jointly and severally and indivisibly bound by all the relating obligations.

The heirs and general or residuary legatees of the Client are jointly and severally and indivisibly bound by all the Client's obligations of whatever nature towards ING Belgium.

VIII. MISCELLANEOUS PROVISIONS

Art. 54 – Amounts owed by ING Belgium

All amounts which may be owed by ING Belgium to the Client, for whatever reason, shall be made

available by crediting his/her/its account or in any other manner ING Belgium deems appropriate. The Client may give ING Belgium specific instructions, except with regard to interest which shall be credited exclusively to the account which generated it.

This provision does not preclude the application of Articles 48 and 49.

Art. 55 - Amounts owed by the Client

The Client authorises ING Belgium to automatically debit - in accordance with the mandatory statutory provisions - his/her/its account with all amounts he/she/it may owe it, for whatever reason, in particular by way of interest, costs, fees, taxes or duties.

If this creates an irregular debit balance on the Client's account, he/she/it undertakes to clear it immediately, without prior demand for payment.

All sums received by ING Belgium by way of payment from or on behalf of the Customer, whatever their origin or purpose, including payments made by the Customer to ING Belgium with a view to a specific payment, may be deducted by ING Belgium against the Customer's outstanding debts which ING Belgium intends to settle by priority.

Art. 56 – Rectification of errors

ING Belgium is entitled to automatically rectify, at any time, any errors it may have committed when executing a Transaction or recording an entry, as well as those committed when transmitting an instruction even if they originate from an institution acting on its behalf or from any other institution involved in the execution of a Transaction.

ING Belgium also reserves the right to reverse any Transaction in case of suspicion of fraud. Insofar as the rectification of an error committed implies the restitution of amounts or assets by the Client, ING Belgium is authorised:

- In the case of amounts, to debit the Client's account with the amount without prior notice
- In the case of assets, to repossess the latter or to automatically withdraw an equal number of assets of the same type and same quantity which it may be holding on behalf of the Client.

Apart from the rights and obligations of the parties with regard to the rectification of the error committed, such error shall not give rise to any legal repercussions on the Client's business relations with ING Belgium or with third parties, nor on ING Belgium's relationship with third parties.

Art. 57 – Evidence of the Client's or ING Belgium's commitments

57.1. Evidence of commitment of Client and ING Belgium

The commitments of the Client are evidenced:

- by any document he/she/it has signed or accepted;
- by a copy of such document obtained and visualised by whatever technical process;
- by any entry or summary statement compiled by ING Belgium in accordance with the legal provisions, obtained and visualised according to any technical process;
- by any correspondence and/or communication – or copy of such – supplied by ING Belgium to the Client and whose content the Client has not disputed within the deadline stipulated by Article 10 of these Regulations or within the deadline stipulated, where appropriate, in the special regulations, for Transactions and services covered by these regulations (in particular the Special Regulations for Payment Transactions);
- in the case of Transactions which entailed a debit balance on the account or an aggravation of a debit balance, by the account statements compiled by ING Belgium, which constitute sufficient evidence of the existence and the amount of ING Belgium's claim as a result of such debit balance.

The commitments of ING Belgium are evidenced :

- by any document it has signed or accepted;
- by any document, entry or summary statement, correspondence and/or communication compiled and supplied by ING Belgium, according to any technical process;
- In the case of Transactions which entailed a credit balance on the account or an aggravation of a debit balance, by the account statements compiled and supplied by ING Belgium, which constitute sufficient evidence of the existence and the amount of Client's claim as a result of such credit balance.

Without prejudice to Article 10 of these Regulations and Article 13 of the Special Regulations for Payment Transactions, the account statements issued by ING Belgium can only be used as supporting documents against ING Belgium if ING Belgium itself has the evidence of the balances, Transactions, interests and/or charges concerned, taking into account the legal obligations to erase the data of the

Transactions (i.e., in principle, after a period of 10 years following the execution of the Transactions) to which ING Belgium is subject.

This provision in no way prejudices the value of the other documents or supporting elements mentioned in Articles 36 and 68.

They do not prejudice the public order or mandatory legal or statutory provisions which lay down the special rules with regard to proof, the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Special Regulations.

57.2. Electronic Signature

Without prejudice to the provisions of Article 21 of these Rules, the use of an electronic means of signature than that used by ING Belgium itself or by a third party - and, in the latter case, expressly accepted by ING Belgium - must be approved by ING Belgium.

The Client acknowledges that an electronic means of electronic signature made available or accepted by made available or accepted by ING Belgium constitutes an electronic signature within the meaning of Book 8 of the Civil Code.

The Client acknowledges that such an electronic signature is valid and sufficient proof of the identity of the signatory, of his consent to the existence and content of the act thus signed, of the recognition that this act commits him, and of the conformity between the act as communicated by the passed on by the Client and the document received by ING Belgium.

The foregoing does not affect the right of the Client acting as a consumer, to provide proof to the contrary by any legal means, nor does it prejudice legal provisions of mandatory law or public order, including the legal obligation of ING Belgium to cooperate in gathering evidence.

The Client accepts responsibility for the careful management and use of all elements/factors that are part of the procedure for using the accepted means of signature.

If ING Belgium accepts the use of an electronic signature means organized by a third party, the use of such a means is subject to the Customer's

acceptance of and compliance by the Customer with the procedures and procedures and conditions imposed by this third party procedures and conditions imposed by that third party and, where applicable, the conditions and procedures imposed by ING Belgium.

Art. 58 – Amendments to the Regulations, contracts, charges or services

Without prejudice to the provisions stipulated by these Regulations (notably Articles 71 to 75) and the special regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Regulations, any amendment taken at any time on the initiative of ING Belgium, to the provisions of these Regulations or contracts concluded between ING Belgium and the Client, to the charges of ING Belgium's financial services or to the characteristics of the latter (which are not of an essential nature for the Client or used for the purposes intended for such services, provided such use has been communicated to ING Belgium and it has accepted them or, in the absence of such specification, such use was reasonably foreseeable) shall be agreed between ING Belgium and the Client according to the following procedure.

Clients shall be informed beforehand of changes by means of a dated notice included with the account statements of the Client or sent to them by post (ordinary or registered), with a minimum period of notice of two months or, if the account in question is held by the Client for professional purposes, with a notice period of a minimum of fifteen calendar days. If the Client does not wish to accept such changes, he or she is free before the date - as stipulated in the aforementioned notice - the announced changes come into effect, to notify ING Belgium of his or her refusal to accept the announced changes and to immediately terminate the financial contracts/services affected by such changes free of charge and without compensation, in accordance with Article 59. In the absence of such termination, Clients are deemed to have accepted such changes.

ING Belgium may also notify the aforementioned notice to the Client informing them of the changes via another durable medium, for example through an e-mail sent to the Client's last e-mail address known to ING Belgium.

Notwithstanding the above, for credit contracts used mainly for professional purposes, the costs and penalties stipulated by the contractual provisions relating to such credits in the case of early termination by the Client still apply where the Client

terminates the credit in accordance with the above paragraph.

Notwithstanding the above, changes which are more favourable to the Client may be applied immediately and without prior notice. In this case, ING Belgium shall nevertheless inform the Client as soon as possible after the modification and the Client is free before the date - as stipulated in the aforementioned notice - the announced changes come into effect, to notify ING Belgium of his or her refusal to accept the announced changes and to immediately terminate the financial contracts/services affected by such changes free of charge and without compensation, in accordance with Article 59. By way of derogation from the above, amendments that are more favourable to the Client may be applied immediately and without notification, even retrospectively, provided that the financial contract/service concerned is intended for professional purposes.

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

The possible termination all or part of the business relationship shall give rise to the application of Article 59.

Art. 59 – Termination of the business relationship

Without prejudice to the provisions stipulated by specific agreements or regulations, in particular the Special Regulations for Payment Transactions, for Transactions and services covered by these Regulations, both the Client and ING Belgium may - without being required to justify their decision - terminate all or part of the business relationship they have entered into, subject, where appropriate and at the request of the other party, to compensation for any loss suffered as a result thereof, which the other party shall substantiate. The party which wishes to terminate its business relations shall notify the other party of its decision in writing (by ordinary or registered post). ING Belgium may also notify this decision to the Client informing them of the changes via another durable medium, for example through an e-mail sent to the Client's last e-mail address known

to ING Belgium. The Client may also notify ING Belgium of the cessation of all or part of his/her/its business relationship with them through another medium accepted by ING Belgium, such as electronic (for example, by completing and sending a form provided by ING Belgium via its electronic communication channels and intended for this purpose).

Unless there is a specific agreement or regulation providing for a shorter or longer notice period, ING Belgium shall notify its decision to the Client giving a minimum notice period of two months or, if this is a relationship with a Client acting for business purposes, a minimum notice period of at least fifteen calendar days. Unless there is a specific agreement or regulation providing for a shorter or longer notice period, and subject to ING Belgium's express acceptance of a shorter notice period, the Client shall notify his/her/its decision to ING Belgium giving a notice period of fifteen calendar minimum and one month maximum.

Once such notification has been given and, in any event, no later than the end date of any applicable notice period, the Client must return to ING Belgium all documents - such as forms, means of payment and miscellaneous cards - which were delivered to the Client or his/her/its proxies in connection with the business relationship concerned and which have not been used; if the Client fails to return such documents, he/she/it accepts full liability for the consequences of their possible use, if applicable after the end of the applicable notice period, in particular in the cases indicated in Article 25.

The parties shall settle all outstanding Transactions and close their mutual accounts as quickly as possible, subject to any terms or maturity dates which have been stipulated in a contract, by law or in the statutes and cannot be terminated or amended, as well as the fulfilment of any commitments which may have been entered into towards third parties.

Moreover, the provisions of these Regulations and of any other agreements between the parties shall remain applicable until full settlement of all Transactions and fulfilment of all commitments. If the settlement leaves a credit balance in favour of the Client, he/she/it is required to inform ING Belgium of the manner in which the amounts which are owed to him/her/it are to be made available. In the absence of such instructions, ING Belgium shall make such amounts available to the Client in the manner it deems the most appropriate (e.g. through a liberating transfer to the Deposit and Consignment

Fund within the General Administration of the Treasury of the Federal Public Service Finance, in accordance with the Law of 11 July 2018 on the Deposit and Consignment Fund). This provision does not preclude the application of Articles 48 and 49.

If only part of the relationship between the Client and ING Belgium is terminated, the above provisions shall apply insofar as they are compatible with the nature and terms of the relationship in question.

Art. 60 – Dormant accounts

If no Transaction is made for at least five years over the accounts (jointly) held by the Client him/herself or a proxy designated by him/her, and if ING Belgium and the Client have not had any contact during such period, the Client and all his/her accounts shall be considered as "dormant". In that case, ING Belgium shall start the information and investigation procedure stipulated by law. If the procedure fails to produce a result, ING Belgium shall then transfer the available balances on such dormant accounts, after deduction of the current investigation charges, as well as information stipulated by law, to the Caisse des Dépôts et Consignations/Deposito- en Consignatiekas where such assets shall be kept.

Art. 61 – Applicable law and competent jurisdiction

All the rights and obligations of the Client and of ING Belgium are governed by Belgian law.

Subject to cases where the competent courts are determined by legal or statutory provisions, and in particular in cases of dispute with consumers (i.e. private individuals acting for non-professional purposes), ING Belgium reserves the right, whether as plaintiff or as defendant, to bring any disputes concerning its business relationships with the Client before the courts of Brussels or before the courts with jurisdiction over the district of the office with which the business relationship is maintained, either directly or indirectly through a subsidiary or a branch.

B) Accounts

The provisions of this section do not prejudice the provisions, whether they derogate or supplement, stipulated in the special regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Regulations.

I. GENERAL PRINCIPLES

Art. 62

ING Belgium may open current or deposit and savings accounts, whether or not regulated, in the name of its Clients. Other types of accounts may be opened and their terms and conditions of operation and closing shall be determined by mutual agreement between the Client and ING Belgium. Accounts may be opened in euros, in any other currency approved by ING Belgium or in any unit of account designated by mutual agreement. Accounts in currencies other than the euro may be opened only if and insofar as the Client is also the holder of a current account in euros. This condition is not applicable to a Client who is a consumer as defined in the Code of Economic Law.

Art. 63

Without prejudice to any more restricting terms and conditions for the operating of the account, substantial withdrawals may be subject to prior notification.

Art. 64

64.1. Balance of the account

Accounts must permanently show a (positive) credit balance.

The balance of the account shall not be overrun. ING Belgium does not authorise the Client to use funds in excess of the balance available on the account or the agreed overdraft limit. The Client shall ensure that the accounts hold sufficient funds in particular to pay the fees, commission and payments due to ING Belgium and/or its correspondents in accordance with Article 45 and to pay for transactions made using the Client's ING credit card in accordance with the applicable contract conditions. If a credit line or overdraft facility is granted on this account, the Client shall ensure that sufficient monies are available in the account for this purpose on the debit date.

However, if an account does go into the red (negative balance) due to failure to provide sufficient funds, this shall in no circumstances be put forward as

constituting a right to keep the balance in the negative or to repeat a situation of this nature. The existence of a debit balance shall be deemed by ING Belgium to be a debt which can be legally called in with immediate effect and without notice.

64.2. Incident affecting the benchmark index

Credit or debit interest on accounts (current, deposit or savings) can be determined based on a benchmark index subject to the regulations on benchmark indexes.

A benchmark index may be affected by an incident, namely,

- the benchmark index in question is no longer published; or
- this index is not authorized or is no longer authorized for use by the parties under the regulations on benchmark indexes, and no transitory provision is applicable.

In the event of an incident affecting the benchmark interest for calculation of credit or debit interest on an account, under Article 58, ING Belgium will propose to the Customer replacing the benchmark index affected:

- either with an alternative benchmark index communicated by the Administrator of the benchmark index affected
- or by the benchmark index communicated by the central bank or other authority responsible for supervision of the benchmark index in question.

64.3. Potential withholding tax on payment of negative interest

The Client shall pay the negative interest owed by him to ING Belgium, without any withholding tax on such payment, unless such withholding is required by tax law.

If tax law requires a withholding tax to be paid by the Client,

- a) and this withholding tax would have been paid separately by the Client to the relevant tax authorities, on top of the negative interest paid to ING Belgium, the Client is not entitled to reclaim such tax from ING Belgium,

and this withholding tax would have been withheld at source by the Client from the negative interest payment, the amount of the negative interest

payment due from that Client shall be increased to an amount which leaves an amount equal to the payment which would have been due if no tax withholding had been required.

64.4 – Interest on account

Interest shall be credited to the account on the agreed date and shall itself generate interest from the date it is booked, in accordance with the applicable value date and the interest rate applicable at that time, unless otherwise agreed.

II. ACCOUNT STATEMENTS

Art. 65 – Content

ING Belgium provides the Client with account statements which indicate the balance on the account at the beginning of the period covered, all Transactions carried out over the account during such period, any debit or credit interest recorded, and/or the charges, as well as the balance on the account following such Transactions and/or entries.

Art. 66 – Form

ING Belgium shall provide the Client with account statements either by post (see Art. 15 to 18) or through an electronic system of ING Belgium or accepted by ING Belgium, in the manner agreed between ING Belgium and the Client.

If the Client wishes to change the manner in which he/she receives account statements in light of the options offered by ING Belgium, he/she shall inform ING Belgium in writing or through an electronic system of ING Belgium or accepted by ING Belgium.

Art. 67 – Frequency

In the case of account statements which are transmitted by post, the frequency of the account statements is determined and chosen by the Client from the possibilities offered by ING Belgium. If the Client wishes to change the frequency chosen, he/she/it shall inform ING Belgium in writing or through an electronic system of ING Belgium. The account statements made available through an electronic system of ING Belgium or accepted by ING Belgium can be requested at any time.

Art. 68 – Supporting evidence

Account statements evidence the execution by ING Belgium of the Transactions, the amount and the booking to the account of the credit or debit interest by ING Belgium, and the charging of the relevant interest, fees and costs and the account balance indicated thereon, as well as, for any debit balances,

ING Belgium's claim on the Client.

Without prejudice to Article 10 of these Regulations and Article 13 of the Special Regulations for Payment Transactions, the account statements issued by ING Belgium can only be used as supporting documents against ING Belgium if ING Belgium itself has the evidence of the balances, Transactions, interests and/or charges concerned, taking into account the legal obligations to erase the data of the Transactions (i.e., in principle, after a period of 10 years following the execution of the Transactions) to which ING Belgium is subject.

This provision in no way prejudices the value of the other documents or supporting elements mentioned in Articles 36 and 57.

They do not prejudice the public order or mandatory legal or statutory provisions which lay down the special rules with regard to proof, the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Special Regulations.

Art. 69 – Account approvals

When ING Belgium sends an account statement to the Client it may ask him/her/it to approve the contents, in writing. Such approval of the account implies the Client's acknowledgement of the accuracy of the balance on the account as indicated on the account statement.

In the event the Client disagrees with such balance, his/her objection or observations must be sent to ING Belgium in the forms and within the deadline stipulated by Article 10 or the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by these Special Regulations. Otherwise the information indicated on the account statement shall be deemed to be exact and approved.

Art. 70 – Liability

The Client accepts full liability for his/her/its choice with regard to the form and the frequency of his/her/its account statements, in particular that which may result from the time which separates the date of a Transaction from the issuing date of the account statement on which it is indicated. The Client may, at any time, check the recording of his/her/its Transactions on the account and the balance on the account by using an electronic system. Furthermore, it behoves the Client to check all detailed statements

which are established when his/her/its Transactions are carried out. The provisions of this Article do not preclude the application of Article 10 which stipulates the deadline for filing a complaint or the special provisions stipulated in other regulations, in particular the Special Regulations for Payment Transactions, for the Transactions and services covered by such regulations.

This Article does not preclude the possible application of Article 3.

III. CURRENT ACCOUNTS

Art. 71

71.1. Transaction and account limits

71.1.1. Credit transactions

Cash deposits can be made into current accounts at the counter of ING Belgium branches (in euro or in USD, GBP or CHF into an account in the relevant currency) or via a SelfBank terminal of ING Belgium or a Bancontact CASH point (in euro), or by transfers or payments, subject to the applicable tariffs in accordance with Article 45.

71.1.2. Debit transactions

Withdrawals can be made in cash at the counter of ING Belgium branches (in euro or in USD, GBP or CHF into an account in the relevant currency) or via a SelfBank terminal of ING Belgium or a Bancontact CASH point (in euro), or by transfers or payments, subject to the applicable tariffs in accordance with Article 45.

71.1.3. Account limits

ING Belgium retains the right to limit the number of current accounts held alone or with other holders.

71.2. Credit interest granted by ING Belgium and negative interest charged to the Client.

The credit balance (positive) of a current account is normally remunerated with variable interest which is credited to the account which generated it.

ING Belgium is however entitled to decide that this credit balance shall not give rise to remuneration, or even, where there is a valid reason (e.g. if the interest rate of the European Central Bank's deposit facility is negative), to charge the Client variable negative interest on the capital deposited in such current account. Such negative interest is debited from the account which generated it.

Interest is calculated on the basis of interest rates expressed on an annual basis, unless otherwise agreed. It depends on the specific characteristics of each type of current account (notably on the nature of the current account, the currency and the amount of capital deposited). It is calculated proportionally, according to the Current Lists of Charges, on credit balances in terms of value dates.

The term "value date" means the date from which the amounts credited to or debited from an account start or cease to yield credit interest or to generate negative interest.

71.3. Debit interest

In the case of a debit balance (negative) on a current account, variable debit interest is owed by the Client, automatically and without formal notice, on this balance. Such debit interest is calculated on the basis of rates expressed on an annual basis, unless otherwise agreed.

These rates are set by special agreements or the Current Lists of Charges and may not exceed 2% per month.

Debit interest charged to the Client depends on the specific terms and conditions of each type of current account (notably on the nature of the current account, the currency and the amount of capital debited). It is calculated proportionally, according to the Current Lists of Charges, on debit balances in terms of value dates and debited from the account that generated it.

The term "value date" means the date from which the amounts credited to or debited from an account start or cease to generate interest.

71.4. Publication and modification of credit interest granted by ING Belgium or of negative or debit interest charged to the Client

Any applicable terms and conditions for application, calculation and booking as well as interest rates are indicated in the current Lists of Charges applicable and, where appropriate, in the "Annual Account Rates" publication, available in ING Belgium branches or at ING Belgium website, without prejudice, however, to a special agreement to the contrary concluded with the Client.

ING Belgium may, at any time in the future, amend the terms and conditions for the application, calculation and booking of interest. In this case, the Client is informed in advance with a notice period of at least two months or, if the account concerned of

which the Client is the holder is for professional purposes, a notice period of a minimum of fifteen calendar days.

Changes to interest rates (regardless of whether this concerns credit interest paid by ING or negative or debit interest charged to the Client) based on the reference interest rates agreed upon can apply immediately and without prior notice.

The Client shall be informed of any change in the interest rate at the earliest opportunity, unless ING Belgium and the Client have agreed on a specific frequency or manner in which the information is to be provided or made available.

If the account concerned of which the Client is the holder is for professional purposes, the Client is informed of any change in the interest rate in advance with a notice period of a minimum of fifteen calendar days.

In addition changes in interest rates which are more favorable to the Client may be applied without notice.

Unless provided otherwise above, Clients shall be informed of the changes stipulated in the above paragraphs 2, 3, 4 and 5 of this Article 71.3 via a dated message, sent by post (by ordinary or registered post) or through electronic message. ING Belgium may also communicate with the Client via another durable medium, for example via a notice included in account statements. If the Client does not wish to accept the changes, mentioned above, he or she is free before the date the announced changes come into effect, to notify ING of his or her refusal to accept the announced changes and to immediately close his/her account free of charge and without compensation, in accordance with Article 59. In the absence of such closure, Clients are deemed to have accepted such changes.

In addition the new rates, terms and conditions are always available in the current Lists of Charges applicable and, where appropriate, in the "Annual account interest rates" publication. The aforementioned Lists of Charges and, where appropriate, the "Annual account interest rates" publication are available to Clients, in the case of prior notification of the changes in question, by the latest from such notification or, in the case of subsequent or no notification, by the latest when the changes comes into effect.

The new provisions shall apply to all Transactions

initiated prior to their implementation but carried out later, except where the Client, within the notice period specified by ING Belgium in accordance with Article 71 and without charge or compensation, closes the current account and settles all outstanding Transactions. However, Transactions which, by their very nature, cannot be terminated until their settlement shall continue to be governed by the provisions previously in force.

Art. 72

Any outstanding interest to be credited to a Client who has asked to close his/her/its account shall be made available in accordance with the terms and conditions stipulated in Article 54.

However, the Client may only avail him/her/itself of such interest at the end of the period required to search for and settle any outstanding Transactions.

Art. 73

1. Any fees may be decided by ING Belgium for opening and/or management of the account as well as for any debit or credit transaction linked to this account. These fees will be published in the applicable current Lists of Charges, available at ING Belgium website and at ING Belgium branches. No closing fee on current account is charged to the Client.

2. ING Belgium retains alright to limit the number of current account held alone or with other holders.

IV. TERM ACCOUNTS

Art. 74

The terms and conditions for deposits on term accounts are agreed when the deposit is made or when the term is renewed, with the general terms and conditions specific to a type of term account being the subject of special regulations available in ING Belgium branches.

The specific terms and conditions shall be confirmed by an advice compiled by ING Belgium by the latest on the date the term commences and each time it is renewed.

The amounts credited to term accounts and their balances shall be at least equal to the minimum amount stipulated in the Charges applicable on the date the deposit is made or the term is renewed.

When an account balance falls below such minimum amount it may be made available to the Client in the fashion indicated in Article 54.

V. SAVINGS ACCOUNTS

Art. 75

The terms and conditions governing deposits in savings accounts, whether regulated savings deposits (i.e. savings deposits governed by the provisions of Article 21.5 of the Income Tax Code and Article 2 of the Royal Decree dated 27 August 1993 implementing the said Code, as amended by the Royal Decree of 7 December 2008 (subject to any subsequent modifying provisions) or not, are agreed at the time the account is opened, with the general terms and conditions specific to a type of savings account being the subject of special regulations available in ING Belgium branches and at the ING Belgium website.

Any amounts credited to savings accounts and their credit balances shall be at least equal to the minimum amount and below the maximum amount stipulated in the Charges applicable, which may be revised subject to prior notice, with a notice period of at least one month or, if the account concerned of which the Client is the holder is for professional purposes, a notice period of a minimum of fifteen calendar days.

When the credit balance on an account falls below such minimum amount or above this maximum amount it may be made available to the Client in the fashion indicated in Article 54.

The credit balance of a savings account is normally remunerated with interest which, unless otherwise agreed, is variable and credited to the account which generated it.

As regards unregulated savings accounts, ING Belgium is however entitled to decide that such credit balance shall not give rise to remuneration, or even, where there is a valid reason (e.g. if the interest rate of the European Central Bank's deposit facility is negative), to charge the Client variable negative interest on such capital. Such debit interest is calculated on the basis of rates expressed on an annual basis, unless otherwise agreed. Such negative interest is debited from the account which generated it.

Any terms and conditions for application, calculation and recording as well as the rates of credit interest granted by ING Belgium or of negative interest charged to the Client are included in the current Lists of Charges applicable and, where appropriate, in the "Annual Account Rates" publication, available in ING

Belgium branches or at ING Belgium website, without prejudice, however, to a special agreement to the contrary concluded with the Client.

The terms and conditions for the amendment of any terms and conditions for application, calculation and recording as well as of the interest rates are agreed at the time the account is opened, with these terms and conditions for amendment being the subject of special regulations.

Interest depends on the specific terms and conditions of each type of savings account (notably on the nature of the savings account, the currency and the amount of capital booked). It is calculated proportionally, according to the current Lists of Charges applicable, on credit balances in terms of value dates.

The term "value date" means the date from which the amounts credited to or debited from an account start or cease to yield credit interest or to generate negative interest.

VI. OTHER ACCOUNTS

Cash Account

Art. 76

76.1. Definition of account

The cash account (e.g. the ING Invest Account) is an account held with ING Belgium which allows Customers to keep their cash for or from investments and savings separate from their cash for payments. It can only be used for the transactions described in this article, and can be opened either in euro or in another currency, depending on the options offered by ING Belgium. If credit interest is paid, it is subject to withholding tax.

76.2. Transaction and account limits

76.2.1. Credit transactions

Cash deposits can be made into cash accounts at the counter of ING Belgium branches (in euro or in USD, GBP or CHF into an account in the relevant currency) or via an ING Belgium SelfBank terminal (in euro), or by transfers.

76.2.2. Debit transactions

Withdrawals can be made in cash at the counter of ING Belgium branches (in euro or in USD, GBP or CHF into an account in the relevant currency) or via an ING Belgium SelfBank terminal (in euro), or by transfers made exclusively to:

- a current account with ING Belgium, held or

- jointly held by the Customer;
- another cash account with ING Belgium, held or jointly held by the Customer;
- a savings account with ING Belgium, held or jointly held by the Customer, other than the ING Tempo Savings account;
- a reference account described in art. 75bis.3 of these Regulations. If this reference account is held with another financial institution, only transfers in euro are possible;
- a term account linked to a cash account with ING Belgium, held or jointly held by the Customer;
- to pay ING Belgium for renting a safe deposit box in the name of the (joint) holder of the cash account concerned;
- to pay any fees and taxes linked to the Customer's cash account with ING Belgium;
- to pay any fees and taxes linked to the sale, purchase and subscription of financial instruments;
- to pay any taxes linked to the Customer's securities account with ING Belgium;
- to pay ING Belgium for insurance premiums and any other costs associated with the cash account in question;
- to pay ING Belgium and on the initiative of ING Belgium, in accordance with Articles 48 and 49 of the Regulations, outstanding amounts that cannot be paid –in principle, interest, fees and expenses– owed by the Customer 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, or owed as a result of the Customer's business relationship with ING Belgium, providing that the compensation is not prohibited by mandatory statutory provisions.

76.2.3. Account limits

ING Belgium retains the right to limit the number of cash account held alone or with other holders.

76.3. Reference account and change of reference account

A reference account is a current account which is linked to the cash account. Customers who do not hold a current account with ING Belgium, with the same holders as those of the cash account, may provide a current account held or jointly held with another financial institution established in Belgium and certified by the National Bank of Belgium and the Financial Services and Markets Authority (FSMA). This account is called a reference account.

Customers who had to specify a reference account when the cash account was opened can change it at any time at an ING Belgium branch. However, Customers who have a current account with ING Belgium, with the same holders of the cash account, are not permitted to change it to a reference account opened with another financial institution. When providing a (new) reference account, Customers undertake to ensure that it is held in their name, either alone or with other holders. Customers must make sure they have a reference account throughout the period their cash account is open. They shall inform ING Belgium if there are any changes to their reference account, or if it is closed, and shall notify an ING Belgium branch immediately of their new reference account number. ING Belgium will not, under any circumstances, be held liable if the reference account is not, or is no longer, an account held or jointly held by the Customer.

Art. 77

77.1. Interest

The credit balance (positive) of a cash account is normally remunerated with variable interest which is credited to the account which generated it.

ING Belgium is however entitled to decide that this credit balance shall not give rise to remuneration, or even, where there is a valid reason (e.g. if the interest rate of the European Central Bank's deposit facility is negative), to charge the Client variable negative interest on the capital deposited in such cash account. Such negative interest is debited from the account which generated it.

Interest is calculated on the basis of interest rates expressed on an annual basis, unless otherwise agreed. It is calculated proportionally, according to the current Lists of Charges applicable, on credit balances in terms of value dates.

The term "value date" means the date from which the amounts credited to or debited from an cash account start or cease to yield credit interest or to generate negative interest.

In the case of a debit balance (negative) on a cash account, variable debit interest is owed by the Client, automatically and without formal notice, on this balance. Such debit interest is calculated on the basis of rates expressed on an annual basis, unless otherwise agreed.

These rates are set by special agreements or the current Lists of Charges applicable and may not exceed 2% per month.

It is calculated proportionally, according to the

current Lists of Charges, on debit balances in terms of value dates and debited from the cash account.

The term “value date” means the date from which the amounts credited to or debited from an account start or cease to generate interest.

77.2 – Publication and change in interest rates and/or the terms and conditions for applying, calculating and recognising interest

Any applicable terms and conditions for application, calculation and booking as well as interest rates are indicated in the current Lists of Charges applicable and, where appropriate, in the “Annual Account Rates” publication, available in ING Belgium branches or at ING Belgium website, without prejudice, however, to a special agreement to the contrary concluded with the Client.

ING Belgium may, at any time in the future, amend the terms and conditions for the application, calculation and booking of interest. In such cases, the Client shall be informed of this at least one month in advance, or, if the account concerned is held by the Customer for professional purposes, the minimum period of notice is fifteen calendar days. Customers 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 their refusal to accept the amendment announced and to close their account immediately, without charge or penalty, in accordance with Article 59 of the Regulations. If the account is not closed, the Client shall be deemed to have accepted this change.

ING Belgium may also change, at any time in the future, the interest rates (and charge negative interest on the account credit balance), without prior notice. In such cases, if ING Belgium has not informed Clients of this change in advance, it will, however, do so at the earliest opportunity after it has taken effect, and Clients will then be free to close their account immediately, without charge or penalty, in accordance with Article 59 of the Regulations. Unless otherwise agreed to above, Clients are informed of changes via a dated notice included with their

account statements or in a letter sent by ordinary post or electronic mail. However, ING Belgium may increase the rate of credit interest or reduce the rate of negative or debit interest without notifying Clients of this change, even after the event. The new rates, terms and conditions are also available in the current Lists of Charges applicable and where appropriate, in the “Annual Interest on Accounts” publication. The aforementioned Lists of Charges and, where appropriate, the publication are available to Clients, in the case of prior notification of the changes in question, by the latest from such notification or, in the case of subsequent or no notification, by the latest when the changes comes into effect.

Art. 78

78.1. Opening, management, transaction or closing fees

Any fees may be decided by ING Belgium for opening and/or management of the account as well as for any debit or credit transaction linked to this account. These fees will be published in the applicable rates in force, available at ING Belgium website and at ING Belgium branches. No closing fee on a cash account is charged to the Client.

VII. CHEQUES

Art. 79

ING cheque forms orders are no longer possible.

The issuance of cheques linked to an ING account and the issuance of bank cheques are no longer possible since 1 January 2023.

Since July 1, 2023, ING no longer accepts remittances in payment of cheques, whether cheques issued by its Clients or cheques held by its Clients

Circular cheques are not affected by the above provisions.

C) Collections

I. GENERAL PRINCIPLES

Art. 80

ING Belgium shall present financial documents (such as bills of exchange or promissory notes) and trade documents (such as invoices, shipment documents or title deeds) for collection and/or acceptance, at the current rates. Without prejudice to ING Belgium's right to refuse such collection mandate where appropriate, ING Belgium shall not agree to the processing of national promissory notes and bills of exchange Art. 81

Art. 81

Such Transactions are governed by the provisions of the "Uniform rules for Collections" laid down by the International Chamber of Commerce in Paris (ICC), in force at the time the collection instruction is given, insofar as these Regulations do not derogate from them. For the interpretation of the commercial terms, reference is made to the "International Rules for the Interpretation of Trade Terms" (INCOTERMS) of the "ICC" in force on the date of the instruction.

Art. 82

The Client certifies the validity and regularity of the documents he/she/it remits for collection, in particular with regard to the wording which must mandatorily be indicated on them. Likewise he/she/it certifies the authenticity of the signatures appearing, for whatever reason, on these documents. Consequently, the Client acknowledges that ING Belgium is not required to make any checks in this regard and declares to accept full liability for any consequences which may result from the invalidity of the documents remitted to it for collection, from their irregularity or the non-authenticity of the signatures on them. However, without prejudice to the foregoing, if ING Belgium notices that a document it has been instructed to collect is incomplete, inaccurate, incorrect or irregular, it may - although it is not obliged to do so - either return it to the Client or regularise it if it is able to do so, although such action shall not imply any guarantee on its part with regard to the perfection of the document.

Art. 83

The net amount of the proceeds from the collection shall be made available to the Client once the funds have been definitely received by ING Belgium. Unless the Client instructs otherwise, the amounts

collected shall be credited to the Client's account in euros after, where appropriate, conversion of other currencies at the legal or market rates.

Art. 84

ING Belgium does not undertake to send to its Clients and other signatories of the documents the reports required by law in the event of non-acceptance or non-payment. Such reports shall only be sent at the express request of the Client and in return for payment of the costs incurred.

II. COMMERCIAL DOCUMENTS

Art. 85

ING Belgium's intervention in a Transaction to collect trade documents does not imply that it guarantees or certifies, in whatever manner, the accuracy or authenticity of the documents and wording on them, in particular with regard to the quantity, quality or value of the goods they represent, the conditions of any insurance policy which may cover them and the solvency of any insurers.

Art. 86

ING Belgium's usual activities do not include receiving or storing goods on behalf of its Clients. Consequently, it may not accept such missions, except by way of an exception.

III. FINANCIAL DOCUMENTS

Art. 87 - Presentation

The Bank sends financial documents for collection to correspondents on behalf of and at the risk of its principals.

Art. 88

The legal or statutory provisions of some countries grant the drawees and successive holders of financial documents the right - under certain circumstances, such as the case where, after payment, the forgery of one or several particular(s) on the document is noted - to demand, over several years, the repayment of the payment they made. Consequently, the Client undertakes to refund ING Belgium, at its first request, with the proceeds from the payment of any document whose repayment may have been demanded from ING Belgium pursuant to such a provision, whatever the period of time which has elapsed since the payment. The Client authorises ING Belgium to debit his/her/its account with any amount which is to be refunded in this manner.

Art. 89. - Protest

ING Belgium shall not allow protests to be drawn up, other than at the specific request of the Client, against prior payment of expenses to be incurred and subject to prior approval by ING Belgium.

With the exception of protests, the Client exempts ING Belgium from accomplishing or instructing the accomplishment of the formalities stipulated by law with regard to the preservation of recourse.

Art. 90 - Payment default

In the event of non-payment on the due date, the bill of exchange shall be returned to the drawer or bearer. A protest may be drawn up with intervention by a bailiff within two working days following the date when the bill of exchange is payable. In Belgium, the protest will be published in the Fichier Central in three days.

ING Belgium does not involve itself with late payments. The debtor Client must contact the drawer or the holder and the relevant process server directly. The debtor Client shall take the necessary steps to recover the bill of exchange or promissory note from the drawer or the holder or their bank (the remitting bank). ING Belgium accepts no liability in this respect. Nor shall ING Belgium intervene in the deletion of the protest report from the Central Register. To this end, the debtor Client must also contact the process server.

IV. DIRECT DEBITS**Art. 91**

The Client may instruct ING Belgium to debit his/her/its account with ING Belgium in order to pay financial or trade documents, in any currency approved by ING Belgium, drawn on or issued by him/her/it, by debiting his/her/its account. Such direct debiting must be "specific", in other words the standardised number of the account to be debited must be indicated on the document. With the exception of bills of exchange and promissory notes denominated in euros and payable in Belgium. ING Belgium may however accept a "general" direct debit instruction, i.e. an instruction which includes all documents drawn on or issued to the Client. The general direct debit instructions given by the Client do not apply to documents with a different specific direct debit instruction. By indicating the number of the account to be debited in the - specific or general - direct debit instruction the Client designates the address of the ING Belgium's office where such account is held as the place of payment. The above provisions do not prejudice the provisions stipulated in the Special Regulations for Payment Transactions, for the direct debits referred to in these Special Regulations, nor the provisions of this section, in particular with regard to protest and late payment.

Appendix 1 : General terms and conditions of the ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE services and Belgian Mobile Identity for ING BE services

1. General provisions

1.1. Purpose of the General Conditions

The purpose of these General Terms and Conditions for ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE services/Belgian Mobile Identity for ING BE services (hereafter the "General Conditions") is to describe the electronic services offered by ING Belgium under the name ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE/Belgian Mobile Identity for ING BE services and to determine the rights and duties of the Client, the User and ING Belgium with regard to the provision by ING Belgium of the ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch and Payconiq for ING BE services/Belgian Mobile Identity for ING BE services in favour of the Client, as well as the access to these services and their use.

1.2. Definitions

The following terminology is used and applies for the purpose of these General Conditions and the documents to which they refer, subject to another terminology in the latter. The terms may be used indiscriminately in the plural or in the singular.

1° Agreement: all the provisions which determine the rights and obligations of the Client and ING Belgium in connection with the use of the ING electronic services, as listed in point 3.1 below.

2° Client: the natural person or legal entity in the name and on behalf of whom the Agreement is entered into and who/which is the holder or joint holder of the account(s) opened with ING Belgium and/or other companies of the ING Group and/or even with insurers outside the ING Group for which ING Belgium acts as an intermediary has concluded (a) contract(s), where such accounts or contracts are, in accordance with this Agreement once concluded, accessible via the ING Client Services/Home'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services and, where appropriate, can be

managed by the latter.

3° ING Belgium: ING Belgium SA/nv, Bank/Lender with its registered office at avenue Marnix 24, 1000 Brussels, VAT BE 0403.200.393, Brussels RPM/RPR, an insurance broker, registered with the FSMA under the code no. 0403200393, acting in its own name and on its own behalf as well as in the name and on behalf of the other companies of the ING Group and insurers outside the ING Group. For the purpose of providing the means of access and signing for the Payconiq for ING BE services/Belgian Mobile Identity for ING BE services of ING Belgium and of activating such services, ING Belgium is mandated by Payconiq-Supplier as a recording authority.

ING Belgium acts, in particular, as a service provider through the channel of electronic communications as well as a certification authority and issuer of the ING Client Services/ Home'Bank/ Business'Bank/Extrabranh Mobility services access and signature means, with the other companies of the ING Group and insurers outside Europe on whose behalf ING Belgium acts as an intermediary using such services and means for secure electronic data transmission.

4° Payconiq services: electronic services provided under the name " Payconiq" by Payconiq-Supplier.

5° Belgian Mobile Identity services (or "itsme"): services that Belgian Mobile ID provides under the name "Belgian Mobile Identity" (or "itsme").

6° ING call centre: ING's telephone call centre, which notably provides ING Client Services, or the ING Help Desk, the telephone number of which is communicated in the technical documentation relating to the use of ING's electronic services.

7° The other companies of the ING Group: the companies of the Group, with the exception of ING, which provide banking, financial and/or insurance services, which are established in a Member State of the European Union and whose services and products are available via the ING Client Services, Home'Bank/ Business'Bank, Extrabranh Mobility

and/or e-ID for Branch services.

The up-to-date list of the ING Group companies in Belgium is available on the ING Belgium website (www.ing.be). The up-to-date list of the ING Group companies based in a Member State of the European Union can be obtained on simple request sent to ING Belgium.

8° The insurers outside the ING Group: the insurance companies for which ING Belgium acts as an intermediary, which are not part of the other companies of the ING Group, which are established in a Member State of the European Union and whose services and products are available through ING's electronic services.

The up-to-date list of the insurers outside the ING Group established in a Member State of the European Union can be obtained on simple request sent to ING Belgium.

9° Parties: ING Belgium and the Client as well as, where appropriate, the other companies of the ING Group or insurers outside the ING Group.

10° User: the individual(s) designated and authorised by the Client, in accordance with the provisions of point 4 below, to use the electronic services of ING Belgium according to the conditions laid down by this Agreement. If the Client is a natural person, he/she is also a User, unless he/she is under age or incapable (in which case he/she is only a User where duly authorised).

11° Payconiq-Supplier: Bancontact Payconiq Company SA/NV, rue d'Arlon/Aarlenstraat 82, 1040 Brussels/ – VAT BE 0675 984 882 – RPM/RPR Brussels, which is a company outside of the ING Group, , with which the Client has a contract for providing Payconiq services, including access and signature means. The Payconiq-Supplier, acting as an Internet service provider, is holder of the Payconiq mobile application, certifying authority and issuer of access and signature means, which the Client calls on for secured electronic data transmission.

12° Belgian Mobile ID: Belgian Mobile Wallet nv/SA - Sint Goedeleplein 5, 1000 Brussels – VAT BE 0541 659 084 -RPM/RPR Brussels - BE64 0017 1071 6652. Belgian Mobile ID nv/SA is a third company acting as an Internet service providers, is holder of the Belgian Mobile Identity mobile application, certifying authority and issuer of access and signature means which the Client calls on for secured electronic data transmission.

13° The ING Belgium Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services, also designated as the electronic services of ING Belgium: all the electronic services offered by ING Belgium under the name ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/Payconiq for ING BE/Belgian Mobile Identity for ING BE services and described in point 2 of these General Conditions.

14° Technical Documentation on the use of the electronic services of ING Belgium: any user manual of the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and other technical documentation relating to the use of such services and concerning, in particular, communication and electronic signature procedures.

15° Order: any order carried out via the electronic services of ING Belgium in the name of and on behalf of the Client who requests the execution of a Payment Transaction, a Financial Instrument Transaction or any other banking, financial (including leasing) or insurance Transaction, and/or any request to conclude (subject to acceptance by ING Belgium or another company of the relevant ING Group and by mutual agreement) or acceptance of a banking, financial (including leasing) or insurance product or service contract signed in the name and on behalf of the Client.

16° Transaction: any Transaction, whether a Payment Transaction, a Financial Instrument Transaction or any other banking, financial or insurance Transaction, or even any banking, financial (including leasing) or insurance product or service contract which can be the subject of an Instruction via the electronic services of ING Belgium.

17° Transaction on Financial Instruments: an act of buying, subscribing to, transferring or selling financial instruments, irrespective of any underlying obligations between the payer and the payee of the order.

18° Payment Transaction: an action consisting in transferring funds, irrespective of any underlying obligations between the payer and the payee of the Payment Order.

19° Payconiq Payment Transaction: a Payment Transaction given in connection with the Payconiq

services for ING BE via the Payconiq services.

20° Belgian Mobile Identity for ING BE Payment Transaction: a Payment transaction in connection with Belgian Mobile Identity for ING BE services.

21° Payment Instruction: any instruction given through the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/ e-ID for Branch services, in the name and on behalf of the Client, requesting the execution of a Payment Transaction.

22° Payconiq Payment Transaction: any instruction given in connection with Payconiq for ING BE services via the Payconiq services, in the name of and on behalf of the Client, requesting execution of a Payconiq Payment Transaction to ING Belgium.

23° Belgian Mobile Identity Payment Instruction: each instruction given in connection with Belgian Mobile Identity for ING BE services that was given to ING Belgium via Belgian Mobile Identity services in the name of and on behalf of the Client, requesting execution of a Belgian Mobile Identity for ING BE Payment Transaction.

24° Consumer: a natural person who, in connection with the electronic services of ING Belgium, is acting for purposes other than his/her trade business or profession.

25° Durable Medium: any instrument which enables the Client or the User to store the information addressed to him/her personally in a way accessible for future reference for a period of time adequate to the purposes of the information and which allows the unchanged reproduction of the information stored, such as DVD-ROMs, CD-ROMs, hard disks on personal computers on which electronic mail can be stored, etc.

26° Value date: the reference date used to calculate the interest applicable to funds debited from or credited to an account.

27° Unique Identifier: the combination of letters, numbers or symbols used by the Client or the User to identify unambiguously the account used and/or payee of a Payment Transaction.

To the exclusion of any other element, the Unique Identifier consists of:

The IBAN (International Bank Account Number, consisting of a maximum of 34 alphanumerical characters and a set length in each country. It

includes a country code (2 letters, a check digit (2 numbers) and a national bank account number).

For certain Payment Transactions, the IBAN must – where appropriate – be completed by the BIC (Bank Identifier Code, an international code which allows the unique identification of each bank. It designates the bank of the Payee; it consists of 8 or 11 alphanumerical characters and includes a bank code (4 characters), a country code (2 letters), a place code (2 characters), and for completeness's sake, for some banks, a branch code (3 characters)). Where the BIC is required, it is part of the Unique Identifier.

Conversely, neither the name of the payer or the payee of the Payment Order, nor their addresses, are part of the Unique Identifier even when such information is required, in particular for control purposes pursuant to public order national or international legal provisions.

28° Authentication: a procedure allowing ING Belgium to verify the identity of the User, or the validity of use of a specific payment instrument, including use of the User's personalised security credentials.

29° Strong Customer authentication of User: authentication based on the use of two or more elements categorised as knowledge (something only the user knows, such as a PIN), possession (something only the user possesses, such as a bank card) and inherence (something the user is, such as a fingerprint) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data

30° Personalised Security Credentials: personalised features provided to the User by ING Belgium for authentication purposes.

31° Payment Initiation Service: an online service allowing a payment service user to initiate a payment order involving a payment account held with another payment service provider;

32° Account Information Service: an online service that provides consolidated information concerning one or more payment accounts held by a payment service user, either with another payment service provider or with more than one payment service provider.

33° Isabel: Isabel SA/NV, Boulevard de l'Impératrice 13-15, 1000 Brussels, Brussels Trade Register

(RPM/RPR), VAT BE 0455.530.509. Isabel is a third company, acting as an Internet service provider, certifying authority and issuer of means of access and signing, which the Parties call on for secured electronic data transmission.

2. Purpose of the ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services

2.1. The ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services

2.1.1. According to the possibilities offered by ING Belgium, the electronic services enable the User, via his/her telephone or computer system, or, for the Home'Bank/Business'Bank/Belgian Mobile Identity for ING BE services, via the telephone or the IT system of ING Belgium or, in the case of the Extrabranh Mobility/e-ID for Branch services, only via the ING telephone or computer system:

- To obtain general or personal banking, financial (including leasing) or insurance information (in particular, account information) from ING Belgium, other companies of the ING Group, account servicing financial institutions external to the ING Group or the Insurers external to the ING Group, and
- To send ING Belgium, or the other companies of the ING Group or the insurers external to the ING Group, Instructions relating to Payment Transactions, financial instrument transactions or any other banking, financial (including leasing) or insurance transactions with a view to their execution.

According to the possibilities offered by ING Belgium, the Client - if a User - and/or Users who can represent him/her can, also conclude or ask, subject to acceptance by ING Belgium or another company of the relevant ING Group or insurer external to the ING Group in question and by mutual agreement, to conclude contracts relating to banking, financial (including leasing) or insurance contracts with ING Belgium or insurer external to the ING Group in question (such as, for instance, opening accounts, taking out loans or leasings, making investments and taking out insurance, etc.).

According to the possibilities offered by ING Belgium, the User can receive information and carry out Transactions with regard to any account of which the

Client is the holder or joint holder, open with ING Belgium and other companies of the ING Group. Similarly, the User can also receive information relating to all the accounts the Client is authorised to consult.

According to the possibilities offered by ING Belgium, the User can also receive information concerning accounts held with a third party account servicing financial institution and made available to the User online. ING Belgium only displays information relating to accounts for which the User has given his/her explicit consent.

According to the possibilities offered by ING Belgium, the Client - if a User - and/or Users who can represent him/her, can adjust the mandates on the accounts of which the Client is a holder or co-holder, opened with ING Belgium or the other companies in the ING Group.

2.1.2. Home'Bank/Business'Bank services are accessible in French, Dutch and English. ING Client Services/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services are accessible in French, Dutch, German and English.

2.1.3. When he/she requests access to ING Client Services, the Client also specifies that he/she wishes to use Home'Bank/Business'Bank services immediately. Subsequently, he/she may modify his/her choice at any time on request. Clients who opt for Home'Bank/Business'Bank services may also use the ING Client Services and Payconiq for ING BE/Belgian Mobile Identity for ING BE services.

The Payconiq for ING BE services are only accessible by Users who use the ING Banking services.

The Belgian Mobile Identity for ING BE services are accessible only to Users who use the Home'Bank/Business'Bank services or the Belgian Mobile Identity for ING BE services.

The ING Client Services, Home'Bank/Business'Bank, Payconiq for ING BE and Belgian Mobile Identity for ING BE services can be accessed at a distance, without the physical presence of an ING member of staff.

The Extrabranh Mobility/e-ID for Branch services can only be accessed in the physical presence of an ING member of staff. The e-ID for Branch services are only accessible at ING Belgium branches.

2.1.4. The banking, financial or insurance products and services available via the ING electronic services are intended only for residents of an EU Member State and who are nationals of an EU Member State, unless otherwise expressly stipulated or agreed. They are supplied either by ING Belgium, in which case the latter is the "vendor", or by a third-party company (including another ING Group company or an insurer external to the ING Group), in which case the capacity of the latter with regard to the banking, financial or insurance products and services it provides is mentioned in the Home'Bank/ Business'Bank/ ING Client Services/ Extrabranh Mobility/e-ID for Branch services and ING Belgium simply acts as an intermediary for and on behalf of the company concerned.

2.2. The ING Client Services

2.2.1. The ING Client Services are telephone (including via Callbots) or electronic (including via Chatbots) services available by means of telecommunication data exchange between ING Belgium and the User. They are provided by ING Belgium by means of its electronic systems (including its telecommunications systems) and are intended for Users who have a mobile or fixed, telephone system or any other suitable means of communication connected to the public electronic communications network.

Users must ensure that their telecommunications system complies with the specifications stipulated in the Technical Documentation on the use of the electronic services of ING Belgium.

In order to access and use ING Client Services, the User must use the ING Client Services methods of access and signature as defined in Articles 5 and 12 of these General Terms and Conditions. In addition, telephone calls are made via ING Client Services, if necessary, after ING Belgium has identified the User.

2.2.2 ING Client Services are services provided either personally by the staff of ING Client Services or automatically, for example via Callbots.

2.2.3. To consult any information and perform any Transactions available via the ING Client Services, the User calls the ING Client Services telephone number communicated to him/her in the Technical Documentation on the use of the electronic services of ING Belgium.

2.3. Home'Bank/Business'Bank services

2.3.1. The Home'Bank/Business'Bank services are IT services available by means of electronic data transmission between ING Belgium and the User. They are provided by ING Belgium through its electronic systems (in particular its software, servers and network) and intended for any User with a compatible IT system supplied by a third party, laptop or desktop, (Apple or not) equipped with a terminal (hereafter "the IT system" for the purposes of this Agreement). This IT system must make it possible to use ING's electronic systems with a view to using the Home'Bank/Business'Bank services. Notwithstanding the above, Users must ensure that their IT system is compatible with the use of the Home'Bank/Business'Bank services occasionally supplied by ING Belgium at its branches.

Unless it is supplied by ING Belgium at an ING Belgium branch, Users must ensure that their IT system complies with the specifications stipulated in the Technical Documentation on the use of ING's electronic services.

2.3.2. The Home'Bank/Business'Bank services are provided by ING Belgium through IT programmes (hereafter the "Home'Bank/Business'Bank Software") and a database (hereafter the "Home'Bank/Business'Bank Database").

To access and use the Home'Bank/Business'Bank services, the User must first activate the Home'Bank/Business'Bank services in accordance with the specifications laid down in the Technical Documentation on the use of ING's electronic services.

To access and use the Home'Bank/Business'Bank services, Users must use the Home'Bank/Business'Bank services access and signature means as defined in Articles 5 and 12 of these General Conditions.

The Home'Bank/Business'Bank services include services provided online (hereafter "the Home'Bank/Business'Bank Online services").

2.3.3. To use the Home'Bank/Business'Bank Online services, Users establish a connection between their IT system and ING's electronic systems through an electronic communications network, whether a telecommunications network, public or other, and/or a broadcasting network, in accordance with the specifications laid down by ING Belgium in the Technical Documentation on the use of the ING's electronic services and by the provider(s) of the

electronic communications network concerned. Moreover, to use the Home'Bank/Business'Bank Online services with some means of access and signature provided by ING Belgium (e.g. some smart card readers), the User must download, via the ING Belgium website, the appropriate Home'Bank/Business'Bank software and install it on their IT system to ensure their secure access to and use of the Home'Bank/Business'Bank services.

2.3.4. Without prejudice to an agreement to the contrary, the Home'Bank services are for individuals acting in a non-professional capacity. Without prejudice to an agreement to the contrary, the Business'Bank services are for individuals or legal entities acting in a professional capacity.

2.4. Extrabranh Mobility/e-ID for Branch services

2.4.1. The Extrabranh Mobility/e-ID for Branch services are IT services available by means of electronic data transmission between ING Belgium and the User. They are provided by ING Belgium through its electronic systems (in particular through its software, servers and network) connected to the public electronic communications network. Extrabranh Mobility/e-ID for Branch services are provided in the physical presence of an ING Belgium staff member via an electronic device (tablet, computer, etc.) made available by him/her.

2.4.2. Extrabranh Mobility/e-ID for Branch services are provided by ING Belgium through IT programmes (hereafter the "Extrabranh Mobility/e-ID for Branch Software") and a database (hereafter the "Extrabranh Mobility/e-ID for Branch Database").

Access to the Extrabranh Mobility/e-ID for Branch services and use thereof also requires using the means of access and signature of the Extrabranh Mobility/e-ID for Branch services as defined in Articles 5 and 12 of these General Conditions.

2.5. Payconiq Services for ING BE

2.5.1. The Payconiq for ING BE services are provided, partly, through the Payconiq services and the linking IT systems of Payconiq-Supplier (notably its software, in particular the Payconiq application, its servers and its network). The User must have access to a mobile IT system enabling Payconiq's IT systems and the aforementioned IT systems of Payconiq-Supplier to be used and ensure that such mobile IT System complies with the specifications laid down by Payconiq-Supplier.

2.5.2. To access and use the Payconiq for ING BE services, the User must first activate the Payconiq services in the ING Banking services, in accordance with the specifications laid down in the Technical Documentation on the use of ING's electronic services. . In addition, the User must download the Payconiq software (hereafter the Payconiq Application) via the "App Store" or "Play Store" electronic application of his/her/its Mobile IT System or via the iTunes App Store" or "Play Store" electronic application on the relevant Google website and install it on his/her/its Mobile IT system.

2.5.3. To access and use the Payconiq for ING BE, Users must use the Payconiq services access and signature means provided for such purpose by Payconiq-Supplier as defined in Articles 5 and 12 of these General Conditions (hereafter the "Payconiq for ING BE services access and signature means").

2.5.4. To access and use the Payconiq for ING BE services, the User must use the Payconiq services and, to that end, establish a connection between his/her Mobile IT system and the IT systems of Payconiq-Supplier linked to the Payconiq services through an electronic communications network, whether a telecommunications network, public or other, and/or a broadcasting network, in accordance with the instructions stipulated by Payconiq-Supplier and communicated by the provider(s) of the electronic communications network concerned.

2.6. Belgian Mobile Identity for ING BE services

2.6.1. The Belgian Mobile Identity for ING BE services are provided in part by Belgian Mobile Identity services and the associated computer systems of Belgian Mobile ID (namely, its software, and in particular the Belgian Mobile Identity app, its servers and its network). The User must have a mobile computer system with which he or she can use the Belgian Mobile Identity services and the aforementioned computer systems of Belgian Mobile ID, and must determine whether the mobile computer system he or she is using is compatible with the specifications set out by Belgian Mobile ID in that regard.

2.6.2. In order to use the Belgian Mobile Identity services for purposes of identification, authentication of signing of transactions, requesting services or documents, the User must first create a Belgian Mobile Identity profile (hereafter referred to as a "Belgian Mobile Identity account") with one of the Identity Providers (acting as registration authorities) for the Belgian Mobile Identity services, to which ING

Belgium belongs. Several Identity Providers, including ING Belgium, offer a service to create a Belgian Mobile Identity account, in accordance with the specifications in the Technical Documentation on the use of these electronic services. Belgian Mobile ID is solely responsible for the management of the Belgian Mobile Identity account established through this process.

Moreover, the User must download the Belgian Mobile Identity app (hereafter the "Belgian Mobile Identity app") via the official electronic application 'App Store' or 'Play Store' of the mobile computer systems he or she is using or via the official electronic application 'App Store' in iTunes on the Apple website or the 'Play Store' on the relevant Google website, and install them on the mobile computer systems he or she is using.

2.6.3. In order to activate Belgian Mobile Identity for ING BE services, the User must use the access and signature means made available to him for the purpose by Belgian Mobile ID, as specified in Article 5 of these General Regulations (hereafter the 'access and signing processes of Belgian Mobile Identity for ING BE services').

2.6.4. In order to gain access to and use Belgian Mobile Identity for ING BE services, the User must use the Belgian Mobile Identity services and create a connection for this purpose between the mobile computer system he or she uses and the computer systems used for Belgian Mobile Identity services by Belgian Mobile ID, via an electronic communications network, that is, a public or non-public telecommunication network and/or radio distribution network, in accordance with the instructions of Belgian Mobile ID and the supplier(s) of the relevant electronic communication network(s).

3. Legal framework applicable to the ING Client Services, Home'Bank/Business'Bank, Belgian Mobile Identity and Extrabranh mobility services

3.1. Contract comprising the Agreement

3.1.1. List of documents comprising the Agreement

3.1.1.1. The Agreement includes the following documents:

- Where appropriate, the amendment notices referred to in point 3.1.2
- The Subscription Contract to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE

and/or Belgian Mobile Identity for ING BE services and, where appropriate, its appendices signed for and on behalf of the Client (hereafter the "ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Subscription Contract")

- The Management Powers documents for general and/or specific Transactions and/or the authorisations accepted for and on behalf of the Client as well as the various aforementioned additional mandates, document amendments and authorisation forms, or any other similar document, electronic or otherwise, which ING Belgium provides or not to the Client (notably as appendix to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch, Belgian Mobile Identity, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services Subscription Contracts or via the Home'Bank/Business'Bank services), which are duly accepted by ING Belgium and by the Client or for and on behalf of the Client (hereafter "Management Powers" documents)
- Special agreements relating to certain functions of ING's electronic services
- These General Conditions of ING's electronic services and, where appropriate, the appendices thereto
- The prices applicable for ING's electronic services
- Technical Documentation on the use of ING's electronic services.

The order of priority of the documents making up the Agreement is governed according to the descending order laid down above, unless certain provisions of the Agreement expressly provide otherwise. The Agreement represents all of the agreements entered into between the parties and replaces all previous agreements (verbal or written) relating to the subject of the Agreement.

However, unless this Agreement expressly derogates therefrom, the contractual provisions relating to the electronic services of ING Belgium, the other companies of the ING Group or the insurers external to the ING Group concerned and those relating to the insurance, financial and banking products and services available via the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, in particular, to the Transactions available via these services, apply in full to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or

Belgian Mobile Identity for ING BE services, whether they are provisions agreed or to be agreed between the Client and ING Belgium, notably those of the General Regulations of ING Belgium, of the Special Regulations for Trading in Financial Instruments, and the financial services covered by these Regulations, or the Special Regulations for Payment Transactions and the payment services covered by such Special Regulations¹, or the General Terms and Conditions of the ING debit card for the execution of BC/MC Mobile Payment Transactions covered by these General Terms and Conditions of the ING debit card, or those agreed or to be agreed between the Client and the other companies of the ING Group (e.g. those relating to the Payconiq services agreed or to be agreed with Payconiq-Supplier) or insurers external to the ING Group.

Furthermore the documents referred to in this point 3.1.1.2, with the exception of those relating to the provisions agreed or to be agreed between the Client and the other companies of the ING Group, are available from any ING Belgium branch

3.1.1.2. The Client and the User can obtain all necessary information about the ING Client Services/Home'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by calling the ING Client Services, browsing the ING Belgium website (www.ing.be) or, with respect to the Home'Bank/Business'Bank services, the information broadcast through such services.

3.1.1.3. The Client and the User acknowledge that, prior to conclusion of the ING Client Services/Home'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement, they received from ING Belgium, on a Durable Medium all the documents, electronic or otherwise, constituting the Agreement, as well as all the information they might reasonably expect, in particular with regard to the characteristics and functionalities of the electronic services of ING Belgium to check the latter's compliance with their requirements. As a result, by concluding the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement, they absolve ING Belgium from any liability in this respect and acknowledge that the electronic services of ING

Belgium meet their needs.

3.1.2. Changes to the contractual framework on ING Belgium's initiative.

The Parties agree that this Agreement (in particular, although without the following list being restrictive, the prices and the ceiling for Orders), as well as the contents of, and the means of access, using and signing for the electronic services of ING Belgium, may be amended unilaterally by ING Belgium at any time, subject however to respect of the procedure described below. ING Belgium must inform the Client individually of any amendment it wishes to make to this Agreement by means of dated change notices sent in writing or on a Durable medium, electronic or otherwise, provided to the Client and to which he/she has access, in particular but not limited to, messages enclosed with the account statements of the Client or the User, e-mail sent to the mailbox of the Client or the User and/ or messages displayed via the Home'Bank/Business'Bank Online or ING Banking services, without prejudice to mandatory or public order legal provisions. Such notification must take place at least two months or, if the Client is not a Consumer, at least fifteen calendar days before the amendment in question is implemented. The Client can refuse to accept such amendment and, in that case, exercise, before the effective date - as specified in the aforementioned notice - of the announced amendment and in accordance with point 18.2. of these General Conditions, his/her right to terminate the Agreement with immediate effect, without charges or compensation and without justification. In the absence of such termination, the Client is deemed to have accepted this amendment.

3.2. Application of the Agreement

The application of the provisions of the Agreement does not prejudice any order public order or mandatory, legal or statutory provisions. If a provision or part of a provision of the Agreement is rendered void, the validity, scope and binding nature of the remaining provisions of this Agreement shall not be affected.

3.3. Applicable legislation and competent courts

The conclusion, application, interpretation and execution of the Agreement are governed exclusively by Belgian law.

¹ In particular the rules relating to execution deadlines and cut-off times applicable to the Payment Transactions covered by these Special Regulations.

Subject to imperative or public order legal or statutory provisions, stipulating the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, whether it is the plaintiff or defendant, is authorised to take or have taken any dispute relating to this Agreement and/or the services associated with it and/or the transactions referred to by this Agreement, in particular the rules on the execution deadlines and cut-off times applicable to Payment Transactions covered by these Special Regulations before the courts and tribunals of Brussels or before those in the district where its registered office is established with which the business relationship with the Client is conducted directly or indirectly through the intermediary of a subsidiary or a branch.

4. Subscription to the electronic services of ING Belgium and users of such services

4.1. Subscribing to the electronic services of ING Belgium

4.1.1. The electronic services of ING Belgium are provided to ING Belgium Clients who wish to use these services for private and/or professional purposes.

4.1.2. The ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement is concluded with a Client by entering into the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE services Subscription Contract and, as appropriate, its Annexes (in particular additional mandate forms) accepted for and on behalf of the Client, where appropriate by simply subscribing as stipulated in the following paragraph.

When opening an account, appointing an authorised user of the account or entering into a contract with ING Belgium, another ING Group company or insurers external to the ING Group, the Client automatically subscribes, by signing, electronically or otherwise, the relevant contractual documents (documents for opening an account, "Management Authority" documents, etc.) and unless specified to the contrary in these documents, to these General Terms and Conditions of the electronic services of ING Belgium (including, notably, in the Appendix to ING's General Regulations), provided the relevant contractual documents refer to such subscription. By subscribing, the Client acknowledges that he/she/it has received a copy of these General Terms and Conditions of the electronic services of ING Belgium on paper or

another durable medium in advance and has read the terms thereof. Such subscription implies acceptance of the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Subscription Contract and, likewise, conclusion of the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch and/or Payconiq for ING BE Agreement. Once the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE Agreement has been concluded, where appropriate by means of the aforementioned subscription, any of the Client's Users is authorised to activate and deactivate the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq and/or Belgian Mobile Identity for ING BE services and to access and use them in accordance with the provisions of the Agreement.

4.1.3. If the Client and the User wish to activate the ING Client Services or Home'Bank/Business'Bank services, they are bound to comply with the terms, conditions or procedures set out in the Technical Documentation on use of the electronic services of ING Belgium or any other form at ING Belgium's discretion.

Without prejudice to the possibility of cancelling/deactivating the Home'Bank/Business'Bank Agreement, the Client agrees that Home'bank/Business'Bank software is immediately activated for the user following the conclusion of the Home'Bank/Business'Bank Agreement .

Once accepted by ING Belgium, activation of the ING Client Services/ Home'Bank/Business'Bank services is equivalent to the commencement of the subscription to the ING Client Services/ Home'Bank/Business'Bank services.

4.1.4. If the Client and the User wish to activate the Payconiq for ING BE or Belgian Mobile Identity for ING BE services, they are bound to comply with the terms, conditions or procedures set out in the Technical Documentation on use of the electronic services of ING Belgium or any other form at ING Belgium's discretion.

The Payconiq for ING BE services can be activated through the ING Banking services. Once accepted by ING Belgium, the activation of the Payconiq for ING BE services is deemed to be the subscription to the Payconiq for ING BE services.

The Belgian Mobile Identity for ING BE services can be activated through the Home'Bank/Business'Bank or ING Banking services.

The use of Belgian Mobile Identity for ING BE services takes place through Home'Bank/Business'Bank or ING Banking. Once the activation of Belgian Mobile Identity has been accepted, this serves as the opening of the Belgian Mobile Identity subscription to ING Belgium services.

To secure the electronic communications in connection with the Payconiq for ING BE services, the Parties accept to use the Payconiq services offered by Payconiq-Supplier.

In order to ensure the security of the electronic communications in connection with Belgian Mobile Identity for ING BE services, the Parties accept to use the Belgian Mobile Identity services offered by Belgian Mobile ID.

To activate the Payconiq for ING BE services in connection with the ING Banking services, the Client to first take out a contract with Payconiq-Supplier to provide the Payconiq services offered by Payconiq-Supplier, including the provision of the access and signature means of Payconiq-Supplier (hereafter the "Payconiq Agreement"). It is possible to subscribe to the Payconiq Agreement by accepting the General Terms and Conditions of the Payconiq services of Payconiq-Supplier.

By subscribing to this Payconiq Agreement, the Client accepts the choice of Payconiq-Supplier as the supplier of such services, as well as the provision of the Payconiq services, including the making available of the access and signature means of Payconiq-Supplier.

To activate the Belgian Mobile Identity for ING BE services through Home'Bank/Business'Bank or ING Banking, the User shall first enter into a contract with Belgian Mobile ID for the Belgian Mobile Identity services provided by Belgian Mobile ID, including the access and signature means made available by Belgian Mobile ID (hereafter referred to as the "Belgian Mobile Identity Agreement").

It is possible to subscribe to the Belgian Mobile Identity Agreement by accepting the General Terms and Conditions of the Belgian Mobile Identity for ING BE services of Belgian Mobile ID.

By subscribing to this Belgian Mobile Identity Agreement, the Client accepts the choice of Belgian

Mobile ID as the supplier of such services, as well as the provision of the Belgian Mobile Identity services, including the making available of the access and signature means of Belgian Mobile ID.

In the event of a discrepancy between the provisions of this Agreement and those of the Payconiq and/or Belgian Mobile Identity for ING BE Agreement, the provisions of the latter prevail over those of the former.

4.1.5. Subject to the possibilities offered by ING Belgium, the Client accepts that on concluding the ING Client Services/Home'Bank/Business'Bank/Extrabranche Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE Agreement, all the accounts with ING Belgium and the other banks of the ING Group in Europe of which he/she is the holder or joint holder shall be accessible via the ING Client Services/Home'Bank/Business'Bank/Extrabranche Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services for all of the Transactions he/she is authorised to carry out in relation to the management of such accounts, unless he/she expressly requests ING Belgium to exclude one or more specific accounts from the scope of the Agreement. Subject to the same reserve, the Client also accepts that all his/her representatives and agents referred to as such in the "Management Powers" documents (electronic or otherwise) for the account(s) with ING Belgium and other companies of the ING Group in Europe of which he/she is the holder or joint holder shall be considered automatically as Users of the ING Client Services/Home'Bank/Business'Bank/Extrabranche Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services.

Subject to the possibilities offered by ING Belgium, the Client accepts that, on conclusion of the Agreement, the accounts which he or she (jointly) holds with ING Belgium and other companies of the ING Group, designated by a User when the Payconiq services for ING BE are accessible via the Payconiq services to perform, in connection with the Payconiq for ING BE services, all Payconiq Payment Transactions authorised in connection with the management of such accounts.

The powers and any specific limits to such powers, expressed in terms of maximum authorised transaction amount, number of signatures required and/or types of Transactions authorised, indicated on the "Powers of Attorney" documents (electronic or otherwise) for the account(s) of which the Client is

the holder or joint holder, as well as any changes made subsequently to such powers and limits, apply to Transactions submitted via the electronic services of ING Belgium.

The Client can, by completing the various mandate forms (electronic or otherwise) which ING Belgium provides to the latter (notably, as annexed to the ING Client

Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services or, subject to the possibilities offered by ING Belgium, via the Home'Bank/Business'Bank services), grant mandates by completing mandates and limits indicated on the Management Powers documents (electronic or otherwise) for general and/or specific Transactions for the account (jointly) held by the Client, to carry out the electronic Transactions via the electronic services of ING Belgium.

The "Management Powers" documents (electronic or otherwise) for the account(s) of which the Client is the holder or joint holder can, in particular in relation to the mandates, authority and the limits thereto, in the context of Transactions submitted via the electronic services of ING Belgium, be changed at the Client's request (at his/her ING Belgium branch or, subject to the possibilities offered by ING Belgium, via the Home'Bank/Business'Bank services) in accordance, with respect to ING Belgium, with the provisions of ING's General Regulations or, with respect to the other companies of the ING Group, with the provisions of their relevant regulations.

Without prejudice to specific provisions in this Agreement providing otherwise (in particular point 4.2.2.), ING Belgium shall, for the performance of this Agreement, take the "Management Powers" forms (electronic or otherwise) completed by the Client and/or the Client's change request for the "Power of Attorney" documents (electronic or otherwise) into account from the seventh bank business day at the latest after it has received them or from the thirtieth bank working day at the latest after they have been received by another bank of the ING Group. However, ING Belgium shall endeavour to implement it before such time if it is able to do so.

The provisions of this point 4.1.5. do not prejudice the setting of specific ceilings for Transactions submitted via the electronic services of ING Belgium in accordance with point 9 of these General Conditions.

4.1.6. Subject to the possibilities offered by ING Belgium, for the purpose of the ING Client Services/

Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services, the Client agrees to receive all information relating to the banking, financial or insurance services and products taken out in the name and on behalf of the Client with ING Belgium and other ING Group companies and insurers external to the ING Group, in particular with regard to accounts opened with ING Belgium and other ING Group companies of which the Client is the holder or joint holder or for which he/she is authorised to receive information.

He/she moreover explicitly agrees that all the Users may consult this information via the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services.

For the purpose of the Payconiq for ING BE Services and subject to the possibilities offered by ING Belgium, the Client accepts that only his/her account numbers for which the Payconiq for ING BE services have been activated are communicated to Users via the Payconiq services.

For purposes of the Belgian Mobile Identity for ING BE services and subject to the possibilities offered by ING Belgium, the Client accepts that his/her account numbers for which the Belgian Mobile Identity for ING BE services are activated will be communicated to the Users via the Belgian Mobile Identity services.

4.1.7. Upon conclusion of the Contract, the Client accepts that all insurance contracts concluded with ING Belgium and other ING Group companies or insurers external to the ING Group may be accessed by Users via the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services to carry out all the Transactions authorised in connection with the management of such contracts, subject however to the possibilities offered by ING Belgium.

4.2. Users of the electronic services of ING Belgium.

4.2.1. The Client accepts that him/herself, if they are Users, and each User designated by him/her in accordance with point 4.1 of the General Conditions may consult the ING Client Services/Home'Bank/ Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services, including any information relating to banking, financial or insurance services and products taken out in the name of and on behalf of the Client with ING Belgium and other companies of the ING Group and insurers

external to the ING Group (in particular information relating to accounts opened with ING Belgium and other companies of the ING Group, of which the Client is the holder or joint holder or for which the Client is authorised to receive information), subject however to the possibilities offered by ING Belgium and without prejudice to point 4.1. of the General Terms and Conditions.

Subject to the same reserves, the Client, if he/she is a User, and the Users provided they are duly mandated in accordance with point 4.1 of the General Conditions, may also, within the limits of their powers and with their electronic signature enter and/or send orders for and on behalf of the Client requesting the execution of a Payment Transaction, a Financial Instrument Transaction or any other banking, financial or insurance transaction. Subject to the same reserves, the Client, if he/she is a User, and/or the Users who may act as his/her representatives, can also, using their electronic signature, conclude or request (subject to acceptance by ING Belgium or another company of the ING Group or an insurer external to the ING Group concerned and to mutual agreement) to conclude insurance, financial or banking contracts, in accordance with their powers and within the limits of such powers, as defined in point 4.1 above.

Nevertheless, by way of a derogation from the above, Users with powers which are limited in terms of the authorised maximum amount of Transactions or the number of signatures required to carry out Transactions, may not enter and transmit orders requesting the execution of Transactions on Financial Instruments.

In addition, with regard to Payconiq for ING BE services, the Client accepts, by derogation from the above, that only those users of Payconiq for ING BE services who are authorised to manage, alone and without restrictions (whether said restrictions are expressed in terms of the maximum authorised amount for Transactions, the number of signatures required to initiate Transactions and/or the types of Transaction authorised), the account(s) the Client holds solely or jointly with ING Belgium and other companies in the ING Group or insurer external to the ING Group may enter and transmit orders requesting the execution of a Payment Transaction, a financial instrument Transaction or any other transaction of a banking, financial or insurance nature, or otherwise enter into agreements or request (subject to acceptance by ING Belgium or by another company in the ING Group concerned, and by mutual consent) to enter into agreements of a banking, financial or insurance nature, in line with the above provisions,

subject however to the possibilities offered by ING Belgium and without prejudice to point 4.1. of the General Terms and Conditions.

For the application of the above paragraph for the Payconiq for ING BE, Users must also be holders of an account with ING Belgium.

4.2.2. To revoke the powers granted to Users, the Client must use the revocation procedure laid down in the contracts and regulations applicable between the Client and ING Belgium or another company of the ING Group or insurer external to the ING Group concerned, in particular, with respect to ING Belgium, in ING's General Regulations or, with respect to the other companies of the ING Group or insurers external to the ING Group, in the applicable regulations of the latter.

To block the means of access and signing the ING Client Services/Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE services, the Client or his/her/its Users must follow the procedures for blocking means of access and signing described in the provisions of point 6.4 of these General Conditions. However, Users duly mandated in the "Management Powers" documents (electronic or otherwise) or in the various mandate forms (electronic or otherwise) provided by ING Belgium in Annex to the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE Subscription Contract, with the exception of duly authorised representatives and agents, may only block their own means of access and signature for the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services.

If the Client or his/her/its Users subsequently wish to reverse the block, he/she/it is obliged to confirm this to ING Belgium beforehand in accordance with the terms, conditions and procedures set out in the Technical Documentation on use of the electronic services of ING Belgium or in another way at ING Belgium's discretion.

If the Client asks ING Belgium to revoke a User's powers, ING Belgium shall endeavour to block the User's access to the electronic services of ING Belgium as soon as possible on receipt of the request. It shall not, however, incur any liability in this regard until the lapse of the period of time specified for ING Belgium to actually take a revocation into account given in the contracts and regulations applicable between the Client and ING Belgium. If the Client wants such revocation to apply immediately in

respect of use of the electronic services of ING Belgium, he/she/it must use the specific procedure for blocking means of access and signature referred to above in conjunction with the revocation procedure.

4.2.3. The Client undertakes to inform all Users of their obligations in the context of the Agreement and, in particular, of the conditions for accessing, using and signing for the electronic services.

The Client is liable for his/her Users complying with such obligations and conditions and for all consequences arising from any shortcoming by his/her Users.

5. Access and use of the electronic services of ING Belgium

5.1. ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE and Belgian Mobile Identity for ING BE services

5.1.1. The means of access and signature required by the User to access and use the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, including those needed to affix his/her/its electronic signature, are provided to the User personally by ING Belgium or, for the Payconiq for ING BE services by Payconiq-Supplier and for Belgian Mobile Identity for ING BE services by Belgian Mobile ID, the User then having the choice, according to the options offered by ING Belgium - or by Payconiq-Supplier or Belgian Mobile ID - to set certain means of access and signature him/her/itself. The means of access and signature Users need to access and use the e-ID branch services, including those needed to append their electronic signature, are provided personally to the User by the Belgian public authorities, in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service.

The means of access and signature for the ING Client Services, Home'Bank/Business'Bank, and/or Extrabranh Mobility/services are provided to the User concerned at ING Belgium branches or at ING's electronic terminals (including, where appropriate, from the actual ING Client Services or Home'Bank/Business'Bank) or, for the Extrabranh Mobility services, from an ING Belgium member of staff, or posted, subject to the options offered by ING Belgium.

However, ING Belgium reserves the right to refuse,

notably taking security requirements into account, to post means of access and signature, and to insist on providing them over the counters of its branches or electronic terminals or, in the case of Extrabranh Mobility services, from an ING Belgium member of staff. All the costs of sending the means of access and signing are borne by the Client.

The means of access and signing of the Payconiq for ING BE services are provided by Payconiq-Supplier and used via the Payconiq services in accordance with the Agreement and the Payconiq agreement.

The means of access and signing of the Belgian Mobile Identity for ING BE services are provided by Belgian Mobility ID and used via the Home'Bank / Business'Bank services in accordance with the Agreement and the Belgian Mobile Identity agreement. The means of access and signature Users of the e-ID branch services are provided by the Belgian public authorities, in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service, and are used in accordance the Agreement and with the legal and regulatory provisions applicable to the delivery of Belgian electronic identity cards and the associated codes.

5.1.2. By entering into the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Agreement and, where appropriate, pursuant to the signature of the "Management Powers" documents (electronic or otherwise) or the various mandate forms (electronic or otherwise) ING Belgium provides as an Annex to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Subscription Contract, the Client and Users agree to the provision of the electronic services of ING Belgium means of access and signature. Upon receipt of the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE means of access and signature, the User is liable for direct and indirect loss associated with the use, by the User or a third party, of the means of access and signature, in accordance with the provisions of these General Conditions. Until then ING Belgium shall accept the risk associated with sending the means of access and signature to the User or, with regard to the Payconiq for ING BE services, Payconiq-Supplier bears, in accordance with the Payconiq Agreement, the risks associated with sending the means of access and

signing associated with such services; for Belgian Mobile Identity for ING BE services, Belgian Mobile ID bears, in accordance with the Belgian Mobile Identity Agreement, the risks associated with sending the means of access and signing associated with such services.

The liability of the Client must be examined with regard to the provisions of these General Regulations (in particular Article 8) and, where appropriate, the Payconiq Agreement or the Belgian Mobile Identity Agreement.

5.2. Home'Bank/Business'Bank services

5.2.1. To access Home'Bank/Business'Bank services, the User uses his/her/its smart bank card with a smart card reader, the ING Banking app or, in the case of the use of Belgian Mobile Identity for ING BE services, in accordance with point 5.7 of these General Regulations, of his or her validly registered Belgian Mobile Identity for ING BE account activated on his/her smartphone for the Belgian Mobile Identity for ING BE services.

5.2.2. The Home'Bank/Business'Bank services are accessible to the User only after he/she/it has been authenticated by the access means provided by ING Belgium (a smart bank card with a smart card reader, the ING Banking App or the use of Belgian Mobile Identity for ING BE services) and those chosen by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User – without prejudice to the right of the User to use the services of a payment initiation or account information service provider who is duly authorised to carry out activity -, according to the possibilities offered by ING Belgium); or, if using the Belgian Mobile Identity for ING BE services to access Home'Bank/Business'Bank services, via the Belgian Mobile Identity for ING BE account activated for Belgian Mobile Identity for ING BE services made available by Belgian Mobile ID on the User's smartphone and the PIN code chosen by the User.

5.2.3. In the case of the use of a smart bank card with a smart card reader and without prejudice to the provisions of this point 5. and 8. of these General Terms and Conditions, the Client accepts that the manual or automatic entering and validation, with a view to accessing the Home'Bank/Business'Bank Online services, of the single-use password generated by the smart card of the User with the smart card reader after manually entering the PIN chosen by the User on the latter and linked to his/her smart bank card constitute valid and sufficient proof

of the identity of such person as a User of the ING Client Services/Home'Bank/Mobile Banking services who is the holder of the smart card provided such means of access have been authenticated by the electronic services of ING Belgium and more specifically recognised by them as originating from the User and provided his/her certificate is valid and has not been revoked nor expired.

When using the Belgian Mobile Identity account activated for the Belgian Mobile Identity for ING BE services on his/her smartphone in order to access Home'Bank/Business'Bank Online services, and notwithstanding the provisions of points 5 and 8 of these General Regulations, the Client accepts that the entry of the User's personal PIN code into the duly working Belgian Mobile Identity app is valid and sufficient proof of that person's identity as the User of the Home'Bank/Business'Bank services who is the holder of the Belgian Mobile Identity for ING BE account and smartphone in question, provided the means of access are validated by the computer systems of Belgian Mobile ID and ING Belgium and in particular is recognised by these electronic systems as originating from the User, and provided the use of his/her Belgian Mobile Identity account is valid and has not expired or been revoked.

When using the ING Banking App on his/her/its smartphone in order to access Home'Bank/Business'Bank Online services, and notwithstanding the provisions of points 5 and 8 of these General Regulations, the Client accepts that the entry of the User's personal PIN code into the duly working ING Banking app is valid and sufficient proof of that person's identity as the User of the Home'Bank/Business'Bank services who is the holder of the ING Banking App and smartphone in question, provided the means of access have been authenticated by the electronic services of ING Belgium and more specifically recognized by them as originating from the User and provided his/her/its ING Banking App is valid and has not been revoked nor expired.

5.2.4. Once the User has accessed the Home'Bank/Business'Bank Online services and has been identified in accordance with point 5.2.3., the User may send Orders via the aforementioned services by entering data on the keyboard of his/her IT system or, that provided by ING Belgium from an ING Belgium branch.

5.3. ING Client Services

5.3.1 Certain ING Clients Services are only accessible to the User after identification using one or more of the following access means, as made available by ING:

- Personal access number (login and/or ING ID) and/or telephone number and
 - A secret code chosen by the User and /or any other strictly personal and confidential authentication code, or
 - Authentication through the ING Banking services of ING Belgium.

5.3.2. Without prejudice to the provisions of point 5 and 8 of these General Terms and Conditions, Client accepts that to the extent the access means are validated by the electronic systems of ING Belgium and are recognized as originated by the User, the use of the access means, defined in Article 5.3.1, constitutes valid and sufficient proof of the identity of the person, registered as the User of ING Client Services for the concerned personal access number or telephone number.

5.3.3. In derogation from points 5.3.1, 5.3.2. of these General Terms and Conditions, for the access to certain ING Client Services specified in the technical Documentation relating to the use of the ING Client Services (e.g. consultation of certain account information), the Client acknowledges that the ING Client Services are accessible to the User after identification of the latter by way of verification questions asked by a ING Client Services agent, based on the personal database known to the Client and ING Belgium, without using at that time ING Client Services methods of access. With regard to access to the ING Client Services, without prejudice to the provisions of this point 5. and of point 8. of the General Terms and Conditions, the Client accepts that correct answers to the aforementioned verification questions communicated by a ING Client Services agent constitute valid and sufficient proof of such person's identity as the User of the ING Client Services for the personal access number concerned.

5.4. Extrabranh Mobility/e-ID for Branch services

Extrabranh Mobility/e-ID for Branch services are only accessible to the User in the physical presence of an ING Belgium staff member via an electronic device made available by him/her.

5.5. Payconiq Services for ING BE

5.5.1. The Payconiq for ING BE services can only be accessed by the User after he/she has been identified by the latter in connection with the Payconiq services

via the means of access provided to him/her by Payconiq-Supplier and those chosen by the User him / herself according to the possibilities offered by Payconiq-Supplier (i.e. a password, PIN code and/or any other confidential identification code known only to the User).

5.5.2. With regard to access to the Payconiq for ING BE services via the Payconiq services, without prejudice to the provisions of this point 5. and 8 of these General Terms and Conditions, the Client accepts that the use of the Payconiq services in the Payconiq Application by someone constitutes due and adequate proof of the identity of such person as a User of the Payconiq for ING BE services via the Payconiq services who is the holder of the Payconiq Application for the relevant profile, provided such means of access have been authenticated by the relevant Payconiq Application and, more specifically, recognised by the Software as originating from the User.

5.5.3. Once a User accesses, after their identification as such in accordance with points 5.5.1. and 5.5.2., the Payconiq for ING BE services via the Payconiq services, the Payconiq payment instructions can be transmitted by such User via the aforementioned services in accordance with the provisions of the Payconiq Agreement.

5.6. Belgian Mobile Identity services

5.6.1. The Belgian Mobile Identity for ING BE services are accessible to the User only after his/her identification by the Belgian Mobile Identity services via the means of access made available to him/her or chosen by Belgian Mobile ID and the means of access that the User personally choses in accordance with the possibilities offered by Belgian Mobile ID (namely, a PIN code and/or any other strictly personal and confidential identification code belonging to the User).

5.6.2. As regards access to the Belgian Mobile Identity for ING BE services via Belgian Mobile Identity services, and notwithstanding the provisions of this point 5 and point 8 of the General Conditions, the Client accepts that a person's use of the Belgian Mobile Identity means of access in the Belgian Mobile Identity app is a valid and sufficient proof of that person's identity as the User of the Belgian Mobile Identity for ING BE services via the Belgian Mobile Identity services who is the holder of the Belgian Mobile Identity for ING BE app for the profile in question, provided the means of access are validated by the Belgian Mobile Identity app in question and in particular are recognised by the latter as originating

from the User.

5.6.3. Once a user has been identified and, in accordance with points 5.6.1. and 5.6.2., has access to the Belgian Mobile Identity for ING BE services, the User may make payment transactions in Home'Bank/Business'Bank via the aforesaid Belgian Mobile Identity for ING BE services in accordance with the provisions of the Belgian Mobile Identity Agreement and the Belgian Mobile Identity for ING BE services Agreement.

5.7. Third Party Account Information and Payment Initiation Services

5.7.1 Client agrees that a User, duly mandated and appointed by the Client for Home'Bank and/or Business'Bank Services, can use the access and authentication means, issued to the User by Isabel (e.g. Smart Card and Card Reader) (hereinafter "the Isabel means") for the purpose of Payment Initiation and Account Information Services. Notwithstanding proof of the contrary, the Client acknowledges that use of Isabel means meets the conditions for identification of the User and of electronically signed documents as defined in Book 1, Chapter 6 of the Belgian Civil Code.

6. Obligations of the Client and the User with regard to security

6.1. The Client is liable for the proper use of the electronic services of ING Belgium by all Users, in accordance with the provisions for access and use of the electronic services of ING Belgium stipulated in the Agreement and, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services supplied via the Payconiq services or the Belgian Mobile Identity services, in the Payconiq Agreement or the Belgian Mobile Identity Agreement.

6.2. The Client and the Users must take all reasonable precautionary measures to ensure the security of access to their operating stations and their (Mobile) IT systems from which the ING Client Services/ Home'Bank/Business'Bank/Payconiq for ING BE and Belgian Mobile Identity for ING BE services can be accessed.

In particular, the Client and Users undertake only to use the ING Client Services/ Home'Bank/ Business'Bank/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services on a (mobile) IT system equipped with a recent firewall, and anti-malware (for example, spyware) and anti-virus software which are permanently enabled and

updated regularly.

6.3. The User is obliged to save and use his/her ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services access and signature means in accordance with the provisions of this Agreement, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, of the Payconiq Agreement and which come into effect upon the issuing or use of said services, within the limits of use agreed on with ING Belgium, Payconiq-Supplier, the other companies of the ING Group and the insurers external to the ING Group.

The User undertakes to respect the cautionary advice in order to avoid any risk of misuse of its means of access and signing the electronic services of ING Belgium: Such cautionary advice includes:

- That annexed to these Terms and Conditions as well as, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, those mentioned in the Payconiq Agreement or Belgian Mobile Identity Agreement, and are an integral part of it
- That regularly provided to the User by ING Belgium or, for the Payconiq for ING BE services or Belgian Mobile Identity for ING BE services provided via the Payconiq services or Belgian Mobile Identity services, by Payconiq-Supplier (notably via their websites) or Belgian Mobile ID, as well as
- That which, for the e-ID for Branch services, is provided to the User by the Belgian public authorities, in particular the Institutions and Population General Directorate of the Belgian Federal Public Service.

The User shall take all reasonable precautions to ensure that his/her ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services means of access and signature are secure. The means of access and signature chosen by the User him/herself (such as a password, PIN and/or any other authentication code) are strictly personal and confidential to the User, without prejudice to the right of the User to use the services of a payment initiation or account information service provider who is duly authorised to carry out activity. The User alone is liable for their use and the preservation of their confidentiality. The

User undertakes not to communicate his/her ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility Payconiq for ING BE, Belgian Mobile Identity for ING BE and/or e-ID Branch services access and signature means to a third party (including, but not limited to, a spouse, a family member and/or a friend) under any circumstances and/or not to allow a third party to obtain them, without prejudice to the right of the User to use the services of a payment initiation or account information service provider who is duly authorised to carry out activity. Similarly, the User shall not communicate to a third party any confidential information on the security procedures applied.

6.4. The Client and/or User is/are obliged to immediately notify ING Belgium and, for the Payconiq for ING BE services provided via Payconiq-Supplier to Payconiq-Supplier or, for the Belgian Mobile Identity for ING BE services provided via Belgian Mobile Identity services, to Belgian Mobility ID, as soon as he/she becomes aware of:

1. the loss, theft, misappropriation or any unauthorised use of his/her/their ING Client Services, Home'Bank/Business'Bank, and/or Extrabranh Mobility, e-ID for Branch and/or Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signing (except in case of use of an electronic pen as means of signing of the latter services). "Loss" or "theft", within the meaning of these General Terms and Conditions, refers to any involuntary dispossession of the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature (excepted in case of use of an electronic pen as means of signing of the latter services). "Misappropriation" or any "unauthorised use" means any illegitimate or unauthorised use of the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature (except in case of use of an electronic pen as means of signing of the latter services);

2. any technical incident or any other failure associated with the use of his/her/their ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means or capable of jeopardising the security of these services.

ING Belgium provides each Client or User with the

appropriate means to enable him/her to make such notification at any time. The Client and/or the User undertake to block, in the aforementioned cases, his/her/its means of access and signing the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by following, for instance, the blocking procedures as described in the Technical Documentation relating to the use of the electronic services of ING Belgium (in particular by calling **Card Stop (078 170 170** or +32 **78 170 170** from abroad) to block cards or the **ING Help Desk (02 464 60 00** or +32 2 464 60 00 from abroad) to block only the ING Client Services/Home'Bank/Business'Bank/ Extrabranh Mobility/ e-ID Branch/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services).

The Client or the User receives a written or electronic confirmation or an identification means (such as a number) enabling him/her to prove their notification. **The call to Card Stop or the ING Help Desk shall be recorded by an automated system. The data recorded in this way has probative value in the event of a dispute and is saved in accordance with Article 14 (protection of personal data), without prejudice to Articles VI.83 and VII.2, § 4 of the Code of Economic Law.** The data recorded in this way constitutes proof in the event of a dispute and is saved in accordance with Article 12.

For the Payconiq for ING BE or Belgian Mobile Identity for ING BE services provided via the Payconiq or Belgian Mobile Identity for ING BE services, the User undertakes to follow the procedures for blocking the means of access and signing described in the aforementioned Payconiq Agreement or Belgian Mobile Identity Agreement, each time, and as soon as the security of such means of access and signing is at risk, whether for the reasons mentioned in point 6.4. or for any other reason.

A Belgian Mobile Identity account can be blocked via the Belgian Mobile Identity app itself, on the website of Belgian Mobility ID or on the ING Belgium website. The instructions and Technical Documentation which the User is required to follow carefully for this purpose are available on each of those sites.

For the e-ID for Branch services, the User undertakes to follow the procedures for blocking the aforementioned means of access and signature stipulated by the Belgian public authorities (in particular with **DOC STOP** (free n° 00800 2123 2123 or, in countries where 00800 is not accessible, +32 2 518 2123), as quickly as possible whenever the security of such means of access could be

jeopardised, whether for the reasons mentioned in point 6.4. or for any other reason.

In the event of theft, misappropriation or unauthorised use of the ING Client Services/Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services means of access and signature, the Client or User must also file a statement or report with the relevant local Belgian or foreign competent authorities as soon as possible. If requested by ING Belgium, the Client or User must send proof, as well as references, of the statement or report made. The Client or User undertakes to send ING Belgium any information required for the investigation.

6.5. Without prejudice to the special provisions applicable to Payment Transactions, in particular the provisions of the Special Payment Transaction Regulations, and the Transactions on Financial Instruments, in particular the provisions of the Special Regulations for Trading in Financial Instruments, neither the Client nor the User may revoke a Transaction which the User has carried out using his/her access or signature means of the electronic services of ING Belgium.

6.6. Using information which the Client receives, in accordance with point 7.3 of these General Conditions, with regard to the Transactions carried out in the connection with the electronic services of ING Belgium (in particular, using account statements or breakdowns), the Client or the User is required to regularly, and at least once a month, verify the correct receipt, acceptance or not and possibly correct execution of Orders given via the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by means of the User's access or signature means. Similarly, the Client is also required to regularly verify the regularity of entries booked in the context of the electronic services of ING Belgium. Moreover Clients or Users who subscribe to the Home'Bank/Business'Bank services are required to read regularly, and at least once a month, the notices provided by ING Belgium via the Home'Bank/Business'Bank services, in particular for the application of point 3.1.2.

The Client or the User is obliged to notify ING Belgium or, if the relevant Transaction involves another company of the ING Group (e.g. if the relevant account(s) is (are) involved by the Transaction is (are) held at another bank of the ING Group) or an insurer

external to the ING Group, the company of the ING Group or the insurer external to the ING Group concerned by the Transaction:

1. of any Transaction carried out without their agreement which appears on their bank or account statements or any other document on a Durable medium upon receipt, acceptance or execution of the Transactions in accordance with point 7.3 of these General Conditions; or
2. of any error or irregularity noticed on their bank or account statements or any other document on a Durable Medium received following the receipt, acceptance or execution of their Transactions in accordance with point 7.3 of these General Conditions.

Such notification must be confirmed by the Client or the User in writing to ING Belgium or, if the relevant Transaction relates to another company of the ING Group or an insurer external to the ING Group, to the company of the ING Group or an insurer external to the ING Group concerned by the Transaction.

Without prejudice to the special provisions stipulated below and relating to the deadline for disputing Payment Transactions, any complaint relating to a Transaction carried out through the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services must be notified as soon as the Client or the User becomes aware of it, and whatever the case within two months from the provision, or in the absence of provision, from the supply of the information relating to such Transaction, whether by means of an account statement, a bank statement or any other document on a durable medium, whether electronic or otherwise, received following the receipt, acceptance or execution of such Transactions. After such deadline, the Transaction shall be deemed to be correct and exact and can no longer be disputed. By way of a derogation from the above provisions, the following rules apply to complaints relating to Payment Transactions.

Once the information relating to the Payment Transaction has been made available to the Client or the User – or, in the absence of such availability, supplied to the Client or the User – the Client or the User does not obtain the correction of a Payment transaction immediately notified to ING Belgium of an unauthorised Payment Transaction, or a Payment Transaction not executed or not executed correctly and giving rise to a claim, and at the latest within thirteen months following the date of the debit or the

credit, unless - where appropriate - ING Belgium has not provided or made available information relating to such Payment Transaction in accordance with these General Terms and Conditions. If such notification was not made in writing, the Client or the User can confirm it in writing, as stipulated in this point, after the aforementioned deadlines have elapsed.

Where the Client is not a Consumer, the above-mentioned period of thirteen months is reduced to two months. After such deadline, the Payment Transaction shall be deemed to be correct and exact and can no longer be disputed.

6.7. The electronic services of ING Belgium access and signature means which are provided to Users by ING Belgium, or for the Payconiq for ING BE services via the Payconiq services by Payconiq-Supplier or for the Belgian Mobile Identity for ING BE services via the Payconiq or Belgian Mobile Identity services by Belgian Mobile ID, with the exception of the access and signature means selected by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User), remain the exclusive property of ING Belgium or, accordingly, of Payconiq-Supplier or Belgian Mobile ID, unless otherwise provided for in this Agreement or expressly agreed with the Client or the User.

The smart card readers offered free of charge by ING Belgium or bought by the Client or the User to replace smart card readers offered free of charge by ING Belgium remain the exclusive property of ING Belgium, unless stipulated otherwise in this Agreement or expressly agreed with the Client or the User. However, card readers bought by the Client or the User, with the exception of those acquired to replace smart card readers offered free of charge are, from the time of their purchase, the exclusive property of the relevant Client or User.

Users undertake to return to ING Belgium, Payconiq-Supplier, Belgian Mobile ID or Another company of the ING Group accordingly, at the first request of ING, Payconiq-Supplier, Belgian Mobile ID or Another company of the ING Group, the ING Client Services/Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services his/her access and signature means, with the exception of the card readers which are the exclusive property of the Client or the User. Furthermore, the User undertakes to return to ING Belgium his/her ING Client Services/ Home'Bank/Business'Bank/

Extrabranh Mobility, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means, with the exception of the card readers which are the exclusive property of the Client or the User, in the event the access and signature means are no longer used following termination of this Agreement or revocation of the User's powers.

7. ING's obligations as regards security

7.1. Without prejudice to the obligations of the Client and the User stipulated in Article 6, ING Belgium guarantees the secrecy of the access and signature means chosen by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User).

7.2. ING Belgium shall refrain from providing any unsolicited access and signature means of ING's electronic services, except to replace such means.

7.3. At the very least ING Belgium shall ensure that the User is sent electronic (where appropriate, by e-mail), telephone or written confirmation of receipt of his/her Order requesting execution of a Payment Transaction, Transaction on Financial Instruments or any other banking, financial or insurance Transaction or request to conclude or accept a banking, financial or insurance contract placed via the ING Client Services/Home'Bank/ Business'Bank/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services. Depending on whether it is an Order or an application to conclude or accept a contract, ING Belgium, the other company of the ING Group or the insurer external to the ING Group in question, shall also or, instead of the aforementioned written confirmation, ensure that the User or Client is sent electronic (where appropriate, by e-mail) or written confirmation that the Order has or has not been accepted and, if accepted, whether the Order has been carried out or not, or whether the contract has been concluded or the application to conclude a contract has been accepted or not.

Without prejudice to the above, to enable the Client in particular to monitor his/her expenditure to a reasonable extent and, where appropriate, to provide notification in accordance with point 6.4. or 6.6, ING Belgium or the other company of the ING Group where the account in question is held shall provide or make available to the Client or the User, regularly and at least once a month following the receipt, acceptance of execution of Orders relating to Transactions transmitted in connection with the ING Client Services/Home'Bank/Business'Bank/Extrabranh

Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services through the channel of the User's access or signature means, information relating to such Orders, whether it be through an account statement, a bank statement or any other document on a durable medium, electronic or otherwise.

Without prejudice to the foregoing, ING Belgium shall provide the Client with confirmation of the execution of a Transaction involving financial instruments on the day following the execution of the relevant Transaction, at the latest, in accordance with Article 118 of the Special Regulations for Trading on Financial Instruments.

7.4. As soon as ING Belgium receives the notification referred to in points 6.4 or 6.6 of these General Conditions in accordance with the blocking procedures mentioned in said points, ING Belgium shall prevent any further use of the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE access and signature means.

7.5. At the Client's or the User's request, ING Belgium shall provide proof that the Client or the User has duly made such notification within eighteen months from the said notification referred to in point 6.4.

8. Liabilities of the Parties

8.1. General liability as regards the electronic services of ING Belgium

8.1.1. Unless otherwise provided for in this Agreement (in particular those of Article 8.2.), ING Belgium, in accordance with its general duty of care as laid down, in particular, in ING's General Regulations, accepts liability for any gross negligence or a deliberate transgression of duty (with the exception of minor offences) committed while carrying out its professional activities, either by it, by its employees or sub-contractors approved by it.

ING Belgium exercises the utmost care in executing the Agreement properly. However, unless expressly provided otherwise in the Agreement (in particular in Article 8.2), the obligations arising from the latter which are incumbent on ING Belgium are only best effort obligations. In particular for ING Belgium, are considered to be result obligations the Payment Transaction obligations stipulated in points 6.4., 7.1., 7.4 and 12.1.1. of these General Terms and Conditions.

Unless stipulated otherwise in this Agreement (in particular in Article 8.2), under no circumstances is ING Belgium liable for indirect loss, notably, although not limited to, the loss of data, expected earnings, profit, opportunity, clients or savings, the cost of procuring an equivalent service or product or damage to reputation.

8.1.2. The liability and/or guarantee of ING Belgium, the other companies of the ING Group or insurers external to the ING Group concerned as regards banking, financial or insurance products and services available via the electronic services of ING Belgium and, more specifically, the Transactions available via these services, are governed exclusively by the agreements and other contractual conditions entered into with the Client, in particular, but not limited as far as ING Belgium is concerned to, the General Regulations of ING Belgium, the Special Regulations for Payment Transactions of ING Belgium and the Special Regulations for Trading on Financial Instruments, or with regard to the other companies of the ING Group or insurers external to the ING Group, the applicable regulations of such companies. These Transactions are proposed as such via the ING Client Services/ Home'Bank/ Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, without any guarantee or additional liability on the part of ING Belgium as a result of providing them via such services, except for gross negligence or a deliberate transgression of duty on the part of ING Belgium or unless otherwise provided for in this Agreement.

8.1.3. ING Belgium is liable for any gross negligence or intentional misconduct on its part (with the exception of slight negligence) in the design of the Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch Software or the Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch Database provided it designed them, or in the choice of the Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch Software or Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch Database where they were developed by third parties. Such liability only covers direct loss which may be caused to the Client or the User's computer, telecommunications, broadcasting or any other equipment, software or configurations as a result of installing, accessing, downloading or using the Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch Software and the Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch Database provided by ING Belgium, or the

impossibility to use them.

8.1.4. Except in the event of serious or deliberate error on its part, and unless this Agreement provides otherwise, ING Belgium cannot be held liable for direct and indirect loss caused to the Client, a User or a third party which might result from the use of the Home'Bank/ Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by the Client or a User in a way which does not comply with the conditions for access and use of these services which are stipulated in this Agreement or, for the Payconiq for ING BE services supplied via the Payconiq services, in the Payconiq Agreement or, for the Belgian Mobile Identity for ING BE services supplied via the Belgian Mobile Identity services, in the Belgian Mobile Identity Agreement, or in the case of the e-ID for Branch services supplied by the public authorities.

8.1.5. Prior to receipt of the notification referred to in point 6.4 of these General Conditions, unless ING Belgium has committed a gross serious or deliberate transgression of duty, the Client is liable for any direct or indirect loss which might result for him/her, for ING Belgium, for other companies of the ING Group, for insurers external to the ING Group or for third parties, from any use, whether improper or otherwise, of the Home'Bank/ Business'Bank/Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or for the Belgian Mobile Identity for ING BE services by third parties using access and signature means of a User. This provision does not prejudice point 8.2. of these General Conditions.

Furthermore, the liability of both Payconiq-Supplier and the Client in the event of theft, loss, misappropriation or unauthorised use of the Payconiq for ING BE means of access and signing services is governed by the provisions of the Payconiq Agreement. As ING Belgium is not the issuer of these means of access and signing, it cannot incur liability with regard to the Payconiq for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such accessing and signing means, except in the event of gross negligence or intentional misconduct on its part.

Furthermore, the liability of both Belgian Mobile ID and the Client in the event of theft, loss, misappropriation or unauthorised use of the Belgian Mobile Identity for ING BE services means of access and signing is governed by the provisions of the Belgian Mobile Identity Agreement. As ING Belgium is

not the issuer of these means of access and signing, it cannot incur liability with regard to the Belgian Mobile Identity for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

8.1.6. Except in the event of serious or deliberate transgression of duty on its part or that of its sub-contractors approved by it, ING Belgium refuses any liability for direct or indirect loss caused to the Client or to a User for the purpose of ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services by devices, networks, terminals or equipment or configurations not approved by ING Belgium, resulting in particular from defects, breakdowns or failures in electronic communications networks or from the poor functioning or poor configuration of devices, networks, terminals or computer, telecommunications or broadcasting equipment not approved by ING Belgium that were made available or chosen by Payconiq-Supplier or Belgian Mobile ID for purposes of the Payconiq or Belgian Mobile Identity services.

For this point 8, devices, networks, terminals or means of equipment or configurations not approved by ING Belgium, mean those acquired from third parties or from the Client or the User him/herself, free or at a cost, by the Client or by the User to access and use the electronic services of ING Belgium and:

- Which are not supplied by ING Belgium or its sub-contractors (unlike, for instance, the Card Reader supplied by ING Belgium), and
- Which are not specifically designated by ING Belgium as approved by it, or
- Which have not been validly created by Payconiq-Supplier for the supply of Payconiq services or that have not been validly created by Belgian Mobile ID for the supply of Belgian Mobile Identity services.

However, are also considered as not approved by ING Belgium, those made available by Payconiq-Supplier for the supply of Payconiq services in connection with the Payconiq for ING BE services (in particular the network linked to such Payconiq services and the means of access and signing the Payconiq for ING BE services). The following are also considered as not approved by ING Belgium: devices, networks, terminals, equipment or configurations supplied by Belgian Mobile ID for the supply of Belgian Mobile Identity services in connection with the Belgian Mobile Identity for ING BE services (in particular, the

network connected to the Belgian Mobile Identity services and the access and signing means for Belgian Mobile Identity for ING BE services).

Subject to the same reserves as mentioned above, ING Belgium refuses any liability for direct or indirect loss caused to the Client or to a User in connection with the ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services arising from notably:

- Acts or omissions which can in any way be attributed to third parties, including the Client or the User, which have not been approved by ING Belgium, and in particular any addition or alteration to the Home'Bank/Business'Bank/Extrabranche Mobility/e-ID for Branch Software of ING Belgium, the Belgian Mobile Identity app of Belgian Mobile ID or the Payconiq app of the Payconiq-Supplier or "jailbreaking" of the Mobile IT System carried out by the Client, the User or by third parties, and not approved by ING Belgium
- Legal or statutory obligations stipulated by domestic or community legislations; or
- Events beyond ING Belgium's control, such as action by authorities, war, riot, strike, default by its own suppliers, damage resulting from fire or natural causes (such as flooding, storm and lightning) or any event of force majeure.

Consequently, in the context of electronic services, ING Belgium cannot guarantee and provides no guarantee concerning:

- Access, availability as well as the access and response times for ING's electronic services via devices, networks, terminals or equipment not approved by ING Belgium and
- The technical security and reliability of communications via devices, networks, terminals or equipment not approved by ING Belgium, in particular in the context of the Home'Bank/Business'Bank, Payconiq for ING BE or Belgian Mobile Identity for ING BE services, protection against viruses and other malware (e.g. spyware, etc.) despite the protective measures established by ING Belgium; and
- Protection and confidentiality of communications via devices, networks, terminals or equipment not approved by ING Belgium.

Subject to the same reserve, ING Belgium is not liable, in particular, in the context of the Payconiq for ING BE services:

- For the non-execution or incorrect execution, attributable to Payconiq-Supplier in the context of its activity of providing the means of access and signing of the Payconiq services (in particular for the provision of the access and signature means of the Payconiq for ING BE services or as a mere conduit) for Transactions submitted using the aforementioned means of access and signing, using devices, networks, terminals or equipment approved by Payconiq-Supplier, whether they are placed under its control or not, and
- For Transactions carried out without the User's authorisation arising from an action or omission attributable to Payconiq-Supplier or any error or any irregularity in managing the Client's account attributable to Payconiq-Supplier in the context of its activity of providing the Payconiq services (in particular the provision of the access and signature means of the Payconiq for ING BE services or as a mere conduit).

In both of these cases, Payconiq-Supplier's liability is incurred in accordance with the conditions laid down in the Payconiq Agreement and taking into account its capacity as a mere conduit and issuer of the means of access and signing of the Payconiq for ING BE services.

Subject to the same reserve, ING Belgium is not liable, in particular, in the context of the e-ID for Branch services:

- For non-execution or incorrect execution, attributable to the Belgian public authorities in the context of their activity of providing services associated with Belgian electronic identity cards (in particular for the provision of the latter and the PINs linked to them or as a mere conduit) of Transactions submitted using the means of access and signing of e-ID for Branch services, via devices, networks, terminals or equipment approved by the Belgian public authorities, whether they are placed under their control or not, and
- For Transactions carried out without the User's authorisation arising from an action or omission attributable to the Belgian public authorities or any error or any irregularity in managing the Client's account attributable to the Belgian public authorities in the context of their activity of providing Belgian electronic identity card services (in particular the provision of the card and the PINs linked to it or as a mere conduit therefor).

Subject to the same reserve, ING Belgium is not liable, in particular in the context of the Belgian Mobile Identity for ING BE services:

- For non-execution or incorrect execution, attributable to Belgian Mobile ID in the context of its activity of providing Belgian Mobile Identity services (in particular, for the provision of the access and signing means for the Belgian Mobile Identity for ING BE services or as a mere conduit therefor) for Transactions submitted using the aforementioned access and signing means via devices, networks, terminals or equipment approved by Belgian Mobile ID, whether they are placed under their control or not,
- For transactions carried out without the User's authorisation arising from an action or omission attributable to Belgian Mobile ID or any error or any irregularity in managing the Client's account attributable to Belgian Mobile ID in the context of its activity of providing Belgian Mobile Identity services (in particular for the provision of the access and signing means for Belgian Mobile Identity for ING BE services or as a mere conduit therefor),
- For non-execution or incorrect execution, attributable to the Belgian public authorities in the context of their activity of providing services associated with Belgian electronic identity cards (in particular for the provision of the latter and the PINs linked to them or as a mere conduit therefor) of Transactions submitted using the e-ID for Branch services means of access and signing, via devices, networks, terminals or equipment approved by the Belgian public authorities, whether they are placed under their control or not, and
- For transactions carried out without the User's authorisation arising from an action or omission attributable to the Belgian public authorities or any error or any irregularity in managing the Client's account attributable to the Belgian public authorities in the context of their activity of providing electronic identity card services (in particular for the provision of the cards and of the PINs linked to them, or as a mere conduit therefor).

In these cases, Belgian Mobile ID for the first two cases, and the Belgian public authorities for the last two are liable:

- In the case of Belgian Mobile ID, in accordance

with the conditions laid down in the Belgian Mobile Identity Agreement and taking into account its capacity as a mere conduit and issuer of the means of access and signing for the Belgian Mobile Identity for ING BE services, or

- In the case of the Belgian public authorities, in accordance with the conditions laid down in the legal and regulatory provisions and taking into account their capacity as a mere conduit and issuer of the means of access and signing of the e-ID for Branch services.

8.1.7. Unless otherwise provided in the Agreement, when ING Belgium has to call on third parties to carry out Orders, it undertakes to send them the Orders as quickly as possible. ING Belgium cannot under any circumstances be held liable for the detrimental consequences of any negligence or error by the third parties in question.

ING Belgium cannot be held liable in the event of the sending or execution of the Client's Orders is delayed or hindered by circumstances beyond its control.

8.1.8. The Client and, where appropriate, each of the Users, are responsible for ensuring that their computer, telephone or other equipment, software and configurations are compatible for accessing, downloading, activating, installing and using the ING Client Services, Home'Bank/Business'Bank, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, in particular the Home'Bank/Business'Bank Software, the Belgian Mobile Identity app of Belgian Mobile ID or the Payconiq app of Payconiq-Supplier and the Home'Bank/Business'Bank Database provided by ING Belgium.

8.1.9. ING Belgium ensures the User that the Home'Bank/ Business'Bank Software and Database are free of any known virus on the installation date of Home'Bank/ Business'Bank services.

8.1.10. As they are not issuers of access and signature means of the electronic services of ING Belgium, the other companies of the ING Group (with the exception of Payconiq-Supplier for the access or signature means of the Payconiq for ING BE services) and the insurers external to the ING Group refuse any liability with regard to the consequences associated with the loss or theft of such means, except in the event of serious or deliberate fault on their part.

8.2. Special liability rules with regard to Payment Transactions

In derogation from points 5.1.2, 8.1.1 to 8.1.3 and

8.1.5 of these General Conditions, but without prejudice to the latter's other provisions describing the obligations and liabilities of the Parties, in particular points 5, 6 and 7 as well as points 8.1.4 and 8.1.6 to 8.1.10, the liability of the Parties in the event of non-execution or incorrect execution of a Payment Transaction or in the event of an unauthorised Payment Transaction is determined in accordance with the following provisions.

8.2.1. Liability in the event of a Payment Transaction not executed, improperly executed or delayed

8.2.1.1. Payment Transactions covered by the Special Regulations for Payment Transactions (with exceptions, the Special Regulations for Payment Transactions apply to the following Payment Transactions: 1) Payment Transactions in euros or in the currency of a Member State of the European Economic Area (hereafter the 'EEA'²), and carried out within the EEA³; 2) Payment Transactions carried out within the EEA in the currency of States which are not part of the EEA; 3) Payment Transactions – in any currency – originating from or destined for a State located outside of the EEA, but only with regard to the parts of the Payment Transaction which are carried out within the EEA)

The respective liability of the Parties in the event of non-execution, incorrect execution or delayed execution of the Payment Transactions covered by this provision is determined in accordance with Articles 16 to 18 of the Special Regulations for Payment Transactions. For the application of these provisions, a Payment Order is only considered to have been given by the User once the latter has received electronic, written or telephone confirmation from ING Belgium of the receipt of his/her Order sent via the ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility, e-ID for Branch services and/or in connection with the Payconiq for ING BE or the Belgian Mobile Identity for ING BE services via the Payconiq services or the Belgian Mobile Identity services.

Furthermore the previous provisions do not prejudice Article 2.2 of the Special Regulations for Payment Transactions.

8.2.1.2. Payment Transactions not covered by the Special Regulations for Payment Transactions

In the event of non-execution or incorrect execution of Payment Transactions not covered by the Special

Regulations for Payment Transactions ING Belgium can only be held liable in the case of serious or deliberate transgression of duty on its part.

If any information (e.g. the name and/or address of the payee of the Payment Transaction) is not supplied in addition to the Unique Identifier defined in point 1.2, 29°, ING Belgium is only liable for the execution of the Payment Transaction according to the Unique Identifier indicated, without having to take into account any discrepancies between such additional information and the Unique Identifier indicated.

For the application of the above provisions, a Payment Order is only considered to have been given by the User once the latter has received electronic or telephone confirmation from ING Belgium of the receipt of his/her Order transmitted via the ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility, e-ID for Branch services or, in connection with the Payconiq for ING BE or the Belgian Mobile Identity for ING BE services, via the Payconiq services or the Belgian Mobile Identity services.

Whatever the case, ING Belgium can only be held liable for the direct loss established by the Client, to the exclusion of any indirect loss such as, but without restriction, the loss of data, loss of earnings, loss of profit, projected opportunity, clients or savings, the costs for procuring an equivalent service or product or loss of reputation.

8.2.2. Liability in the case of unauthorised Payment Transactions through the ING Client Services, Home'Bank/Business'Bank, and/or Extrabranche Mobility/e-ID for Branch services

8.2.2.1. Whatever the currency of the Payment Transaction, the liability of the Parties with regard to unauthorised Payment Transactions through the ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility and/or e-ID for Branch services is determined in accordance with the following provisions, whether the Payment Transaction is carried out within or outside the EEA.

8.2.2.2 Liability of the Client

8.2.2.2.1. The Client shall be liable for losses arising from the loss, theft, misappropriation or any unauthorised use of the ING Client Services,

² On 1 January 2019, the EEA included, in addition to the Member States of the European Union, Norway, Iceland and Liechtenstein.

³ Both the payment service provider of the principal and the payment service provider of the beneficiary must be located in the EEA.

Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch access and signature means (except when an electronic pen is used as means to sign for the latter services) of the Client or the User until notification by the Client or the User as stipulated in point 6.4, sub-paragraphs 1 and 2 of these General Conditions.

However, his/her liability is limited to a maximum amount of 50 euros for all Payment Transactions carried out prior to the said notification, unless such losses result from the fact that the Client and/or the User did not meet, deliberately or due to serious negligence, one or several obligations incumbent upon him/her pursuant to these General Conditions. In that case, the ceiling of 50 euros does not apply. Gross negligence is considered in particular as:

1° the fact, for the User, of writing down his/her password, PIN and/or any other strictly personal and confidential authentication code, including the PIN code for the Belgian Mobile Identity for ING BE services, in an easily recognisable form, in particular near his/her (Mobile) computer system, or smart card, on his/her smart card reader, on his/her telephone or even on an item or document the User keeps and takes with him/her;

2° the fact the Client or the User fails to notify ING immediately, as soon as he/she is aware of the loss, theft, misappropriation or any unauthorised use of the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch services access and signature means (except when an electronic pen is used as means to sign for the latter services), in accordance with point 6.4 § 1 and 2 of these General Conditions.

3° the fact the Client or the User fails to notify ING Belgium immediately as soon as he/she is aware of the loss, theft, misappropriation or any unauthorised use of his/her Belgian Mobile Identity account as a means of access and signing for the Home'Bank/Business'Bank services, in accordance with point 6.4, § 1 and 2 of these General Conditions. Furthermore ING Belgium wishes to draw the Client's attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Client and/or the User of his/her obligations under these Regulations, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided the courts and tribunals in the final instance. For instance, the following could be qualified as gross negligence, according to the circumstances and without prejudice to the assessment of the courts

and tribunals:

- The fact, for the User, of not using his/her ING Client Services, and/or Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE account) access and signature means in accordance with the conditions for access and use of the ING Client Services/ Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch and Belgian Mobile Identity for ING BE services which are stipulated in the Agreement and within the utilisation limits agreed with ING Belgium, the other companies of the ING Group and the insurers external to the ING Group. Nonetheless, non-observance by the Client or the User of Article 6.4, § 4 or 5 of these General Conditions relating to the obligation to confirm the notification in writing and the obligation to report or file a complaint cannot be automatically qualified as gross negligence per se
- The fact that the User fails to abide by the cautionary advice appended to these General Conditions
- The fact that the User fails to keep his/her ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch services access and signature means (including the Belgian Mobile Identity account) (except when an electronic pen is used as means to sign for the latter services) safe to prevent any misuse by third parties and, for instance, leaves them in a vehicle or place accessible to the public, except, in the latter case, if they are in a locked cupboard or safe. A place accessible to the public is considered to be any place to which others have access, although not necessarily a place open to the public. Without prejudice to the right of the User to use the services of a payment initiation or account information service provider, the fact that the User allows a third party (including, without any restrictions, his/her spouse, a relative or friend) knowledge of his/her password, PIN and/or any confidential and strictly personal authentication code (including the PIN code for the Belgian Mobile Identity for ING BE services) or to use his/her ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch services access and signature means (except when an electronic pen is used as means to sign for the latter services).

Concerning 'phishing'-fraud, depending on the specific circumstances of each case, and without prejudice to the discretion of the courts and tribunals, the following may in particular be taken into account for the assessment of possible serious

negligence on the part of the cardholder and/or account holder :- communication of personalized security data (e.g. pin, card reader generated challenge/OTP) by phone to a third party, even when the latter presents himself as an ING employee;

- acceptance of a proposed service that does not correspond to the standard or reasonably expected services of a bank (for example, granting access to a computer or smartphone at the request of a third party posing as an ING employee);
- clicking on a link communicated by email, SMS or on a social network and communicating via the site, secure or not, to which this link returns personalized security data allowing the execution of fraudulent transactions, even when the site in question has similarities with the site of the customer's financial institution;
- refraining from reacting when receiving a message warning the customer of the installation of a new application inviting the customer to react if he is not the originator;
- failure to follow warnings given when the bank or other institutions (such as ITSME) send the customer activation codes or other codes;
- communication to a third party on a site, whether secure or not, or on a social network, of an activation code necessary to complete the installation of a payment application;
- not detecting easily detectable anomalies in a received message, such as spelling errors, the use of a language other than that of the customer, a URL address that does not correspond in any way to that of the sender supposed to have sent the message, a link to a suspicious domain name (for example, a foreign country having a priori no link to the sender supposed to have sent the message);
- responding to an invitation to perform actions that do not correspond to the transaction desired by the customer (for example, using his card reader by following a procedure that is only applicable to make a payment, while the customer must receive money);
- confirming a payment transaction when it is sufficiently contextualized to detect possible anomalies (amount and/or name of the beneficiary);
- following up on an invitation to renew a payment instrument of which the customer is not the holder;
- responding to an invitation from a supplier (e.g. an energy supplier) of which you are not a customer.

8.2.2.2.2. When the Client and/or the User acted fraudulently, the Client shall bear all the losses resulting from unauthorised Payment Transactions carried out both before and after the notification stipulated in point 6.4 of these General Conditions (notwithstanding ING Belgium's obligation to do its utmost to prevent any other use of the ING Client

Services, Home'Bank/Business'Bank, Extrabranche Mobility and/or e-ID for Branch services access and signature means).

8.2.2.2.3. By way of a derogation from the above provisions, the Client shall not bear any loss in the following cases:

1° The loss, theft or misappropriation of the means of access and signature for the ING Client Services, Home'Bank, Business'Bank, Extrabranche Mobility and/or e-ID for Branch Services could not be detected by the User before payment (referring in particular to cases of forgery of the card, hacking, skimming, etc. of the personalised security credentials, particularly the means of access and signature for the ING Client Services, Home'Bank, Business'Bank, Extrabranche Mobility and/or e-ID for Branch Services); however, this exception does not apply if it is established that the Customer and/or User acted fraudulently .

2° The loss was caused by acts or lack of action of an employee or agent of ING Belgium or of another ING Group company .

8.2.2.2.4. If the Client is not a Consumer, the upper limit of 50 euros referred to in Article 8.2.2.2.1 does not apply. Consequently, until the notification stipulated in point 6.4 of these General Conditions, the Client shall bear all the losses resulting from the loss, theft, misappropriation or any unauthorised use of the ING Client Services, Home'Bank/Business'Bank, Extrabranche Mobility and/or e-ID for Branch services access and signature means (including the Belgian Mobile Identity account) (except when an electronic pen is used as means to sign for the latter services) of the Client or the User, except for serious or deliberate error on the part of ING Belgium.

8.2.2.3. ING Belgium's liability

8.2.2.3.1. Except in the case of fraud, grave negligence or deliberate breach on the part of the Client and/or User of one or more obligations incumbent upon him/her pursuant to these General Conditions, and without prejudice to point 8.2.2.2.4 when the Client is not a Consumer, ING Belgium shall cover, above the amount of 50 euros to be borne by the Client, the losses linked to unauthorised Payment Transactions prior to the notification stipulated in point 6.4 of these General Conditions.

8.2.2.3.2. Except in the case of fraud by the Client and/or User, ING Belgium shall bear the losses associated with unauthorised Payment Transactions before the notification stipulated in point 6.4 of these

General Conditions.

8.2.2.3.3. ING Belgium shall bear the losses associated with unauthorised Payment Transactions in the following cases:

1° if the loss, theft or misappropriation of the means of access and signature for the ING Client Services, Home'Bank, Business'Bank, Extrabranche Mobility and/or e-ID for Branch Services could not be detected by the User before payment (referring in particular to cases of forgery of the card, hacking, skimming, etc. of the personalised security credentials, particularly the means of access and signature for the ING Client Services, Home'Bank, Business'Bank, Extrabranche Mobility and/or e-ID for Branch Services); however, this exception does not apply if it is established that the Customer and/or User acted fraudulently;

2° if the loss was caused by acts or lack of action of an employee or agent of ING Belgium or of another ING Group company .

8.2.2.3.4. In the case of an unauthorised Payment Transaction, ING Belgium shall refund the Client without delay with the amount of the unauthorised transaction, by restoring the account debited to the state it would have been in if the unauthorised Payment Transaction had not occurred. The value date of the crediting shall correspond to the value date of the debiting of the initial Transaction. This provision does not prejudice the obligations and liabilities of the Client and User as described in point 6 and point 8.2.2.2.

Similarly, in the cases mentioned in point 8.2.2.3.3 and unless the Client and/or User acted fraudulently, it shall refund the Client with the amount required to restore the account debited to the state it was in prior to the use of the access and signature means forged, hacked or skimmed within the meaning of this provision, under the correct value date. In addition, ING Belgium shall refund the Client for any other financial consequences, in particular the amount of expenses borne by the Client to determine the losses repayable, provided the amounts claimed under its liability are established using documentary evidence.

The above provisions do not prejudice point 8.2.2.2.4 when the Client is not a Consumer.

8.2.3. Liability in the case of unauthorised Payment Transactions in connection with the Payconiq for ING BE services

8.2.3.1. For the purpose of the Payconiq for ING BE services ING Belgium accepts liability for the Payment Transactions carried out without the authorisation of the Client or the User following a deed or omission attributable to ING Belgium or due to a breakdown or fraud of its own electronic systems, as well as any error or irregularity in connection with the management of the account (jointly) held by the Client and attributable to ING Belgium, except in the case of fraud on the part of the actual Client or User. The liability of ING Belgium is limited to any amount required to restore the Client to his/her situation before the unauthorised Transaction, where appropriate, plus the interest on such amount.

8.2.3.2. In the event of the theft, loss, misappropriation or unauthorised use of the Payconiq for ING BE services means of access and signing, the liability of Payconiq-Supplier and the Client is settled by the Payconiq Agreement. As ING Belgium is not the issuer of these means of access and signing, it cannot incur liability with regard to the Payconiq for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

8.2.4. Liability in the event of unauthorised Payment Transactions in the context of the Belgian Mobile Identity for ING BE services

8.2.4.1. For the purpose of the Belgian Mobile Identity for ING BE services, ING Belgium accepts liability for the Payment Transactions carried out without the authorisation of the Client or the User following a deed or omission attributable to ING Belgium or due to a breakdown or fraud of its own electronic systems, as well as any error or irregularity in connection with the management of the account (jointly) held by the Client and attributable to ING Belgium, except in the case of fraud on the part of the actual Client or User. The liability of ING Belgium is limited to any amount required to restore the Client to his/her situation before the unauthorised Transaction, where appropriate, plus the interest on such amount.

8.2.4.2. In the event of the theft, loss, misappropriation or unauthorised use of the Belgian Mobile Identity for ING BE services means of access and signing, the liability of Belgian Mobile ID and the Client is settled by the Belgian Mobile Identity Agreement. As ING Belgium is not the issuer of these means of access and signing, it cannot incur liability

with regard to the Belgian Mobile Identity for ING BE services for the consequences resulting from the theft, loss, misappropriation or unauthorised use of such access and signing means, except in the event of gross negligence or intentional misconduct on its part.

8.2.5. Force majeure

By way of a derogation from the provisions of articles 8.2.1, 8.2.2 8.2.3 and 8.2.4 ING cannot be held liable in the event of force majeure, or when it is bound by other legal obligations stipulated by domestic legislations or the European Union.

9. Ceilings of Transactions

9.1. In the context of the electronic services of ING Belgium, execution of Transactions is limited to the available account balance (including, where appropriate, the available credits linked to the account) and, where appropriate, to one or more maximum amounts per Transaction type and/or period of time determined jointly by the Client, the User and ING Belgium and/or the other companies of the ING Group. These limits may vary according to the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services chosen for issuing Orders relating to Transactions according to the means of signature itself chosen to that end – in relation to the aforementioned services.

9.2. Within the minimum and maximum amounts set by ING Belgium and/or the other companies of the ING Group and communicated to the User, certain applicable ceilings can, at the request of the User or the Client, and in agreement with ING Belgium or the other companies of the ING Group, be changed to suit the Client or the User's own requirements. Information in this regard is available from any ING Belgium branch or registered offices or, if the account(s) concerned is (are) held at another ING Group company, at the bank where the account(s) concerned is (are) held.

Furthermore, the Client or the User can, within the limit of the above-mentioned minimum and maximum amounts, apply to change certain applicable ceilings in the following cases:

- Following the loss, theft, misappropriation or any unauthorised use of ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services access and signature means.

- In the case of charging up to the account statements of any Transaction carried out without his/her agreement.

Nonetheless, if the Client is a legal entity, the account agents designated as such in the "Management Powers" documents for the relevant account or in the various mandate forms provided by ING Belgium as an appendix to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE Agreement and who are not representatives or agents duly authorised by the Client may only adjust their own ceilings.

9.3. The following ceilings apply to Orders relating to Payment Transactions given via the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services, from accounts opened with ING Belgium, unless otherwise agreed upon with ING Belgium, in accordance with point 9.2 of these General Terms and Conditions, those published in the document relating to Transaction limits available on ING Belgium's website ("<http://www.ing.be/limits>") or from any ING Belgium branch.

9.4. The ceilings applied to other Orders are communicated to the User in connection with the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE Agreement.

Users can always access the ceilings applicable to Orders via the ING Client Services, Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services), ING Banking (including for the Payconiq for ING BE services) and/or /Extrabranh Mobility services. In addition, Users are always notified if a Transaction cannot be carried out if a ceiling is exceeded.

9.5. The ING Client Services and Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE services) offer the possibility of sending, with a single electronic signature, grouped orders requesting the execution of Payment Transactions, Financial Instrument Transactions or any other banking, financial or insurance Transactions. With respect to such grouped orders, it is agreed that, if the powers conferred by the Client on his/her Users are limited to a certain amount, ING Belgium shall apply these limits to the amount of each separate order and not

to the overall amount for the grouped orders, unless expressly agreed otherwise.

9.6. The Home'Bank/Business'Bank and e-ID for Branch services (including the Belgian Mobile Identity for ING BE services) offer the possibility of entering Payment Orders which must be signed by one or more additional Users (where the User who enters the Payment Order does not have powers to sign it alone). In this case, the ceilings set out in this Article 9 do not apply to the Home'Bank/Business'Bank services (including the Belgian Mobile Identity for ING BE services).

10. Maintenance of the ING Client Services/Home'Bank/Business'Bank/Payconiq for ING and Belgian Mobile Identity for ING BE services

10.1. With regard to any technical, operational or functional incident or problem associated with the ING Client Services/Home'Bank/ Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services (to the exclusion of the Payconiq or Belgian Mobile Identity services provided by Payconiq-Supplier or Belgian Mobile ID, in particular the network linked to these Payconiq services or Belgian Mobile Identity services and the access and signing means of the Payconiq for ING BE services or the Belgian Mobile Identity for ING BE services), in particular those associated with the installation and use of the Home'Bank/Business'Bank Software and/or Home'Bank/Business'Bank Database, or with the use of the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility and/or e-ID for Branch access and signature means or which might jeopardise the security of such services, the User can call the ING Help Desk via the ING Client Services.

The Help Desk can be accessed by calling ING Client Services during business hours in accordance with the Technical Documentation on the use of electronic services of ING Belgium. The Help Desk can provide assistance in French, Dutch, English or German.

Users can also contact the Help Desk by completing the online form on www.ing.be/contact). When notifying the problem and subsequently, the User must provide all useful and necessary information likely to resolve the said problem.

10.2. In any event, corrective maintenance of the Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch services, associated mainly with correcting any faults or errors in the Home'Bank/

Business'Bank/ Extrabranh Mobility/e-ID for Branch Software, can only be carried out with ING Belgium's assistance. Users may not correct or modify the Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch services themselves.

10.3. ING Belgium shall endeavour to carry out maintenance tasks within a reasonable time. However, in carrying out its maintenance tasks, it is only bound by a best effort obligation.

10.4. ING Belgium is not obliged to provide ongoing maintenance and, as a result, does not guarantee that the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services shall be adapted to the specific requirements and wishes of the Client or the User, in particular concerning adaptations to its computer or (mobile) telecommunications systems. The Client and the User are responsible for verifying that these systems match the specifications laid down in the Technical Documentation on use of the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services.

11. Protection of personal data

11.1. General provisions

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

The personal data communicated or made available to ING Belgium is 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.

11.1.2. 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's General Regulations, the personal data relating to individuals communicated to ING Belgium in the context of the conclusion or execution of the ING Client Services/Home'Bank/Business'Bank/Smart

Banking/Extrabranche Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement, particularly in the context of the use of the Home'Bank/ Business'Bank Online services or ING Client Services telephone services or the Extrabranche Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services, is processed by ING Belgium for the purposes of centralising customer management, the management of accounts and payments, granting and managing credits, asset management (investments), intermediation services (insurance, leasing or other products or services of partner companies; list available on demand), marketing (i.e. surveys and statistics) of banking, financial (i.e. leasing), insurance and/or other products or services (where applicable, provided by other partner companies, e.g. Bancontact Payconiq Company SA/NV established in Belgium; list available on demand) offered by ING in Belgium (unless the individual concerned objects), a global overview of the client, controlling the regularity of Transactions and preventing irregularities. For this last purpose, ING Belgium processes behavioural data (linked to the use of a mouse, a keyboard, etc.).

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

Data relating to individuals managed by ING Belgium intermediaries (independent agents or brokers), including that relating to their financial Transactions, is also processed by ING Belgium to ensure compliance by such intermediaries with their legal and statutory (including resulting from a FSMA/BNB circular) or contractual obligations, including any duty of exclusivity towards ING Belgium.

Data communicated to other ING Group companies established or not established in an EU Member State, or insurers external to the ING Group on the initiative of individuals, is processed by such companies in accordance with the information on the protection of personal data supplied by such companies.

11.1.3. Such data is not intended to be communicated to third parties other than:

- those designated by the individual concerned;
- the independent agents of ING Belgium;
- the companies whose intervention is necessary or useful in order to carry out ING Belgium's purposes mentioned in point 11.1.2.: 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. For the ING Belgium's electronic services, ING Belgium also uses the following service providers:

- for Payconiq payment Transactions, the supplier Payconiq;
- for Belgian Mobile Identity payment Transactions, Belgian Mobile ID;
- for the work of digital assistants such as Chatbots, Callbots and Voice assistants in connection with ING Client Services: Google Ireland Ltd (established in Ireland (in particular for the recognition of the intention and intonation of the Client or other persons concerned) and Twilio Ireland Ltd (established in Ireland).
- the companies of the ING Group established or not in a Member State of the European Union;
- affiliated insurers outside of the ING Group;
- other ING partner companies (e.g. Bancontact Payconiq Company SA/NV established in Belgium; list available on demand), which are established in a Member State of the European Union, for and on behalf of which ING Belgium offers products or services, in the event of the people concerned subscribing to these or showing an interest in them;
- insurance companies authorised in Belgium (for which ING Belgium is not acting as an intermediary) and public authorities and bodies in connection with combating fraud, with ING Belgium limiting itself to confirming whether or not a person is the holder of an account number, with the person's details or associated account numbers being communicated by the insurance company or the public authority or body concerned, notably:
 - o Federal Pensions Service
 - o National Social Security Office
 - o FPS Finance
 - o Federal Agency for Occupational Risks (FEDRIS)
 - o National Office for Annual Vacations (ONVA)
 - o Horeca Social and Guarantee Fund
 - o Famiris, Fons and Famiwal
 - o Ministry of the German-speaking Community, Ministry of Family and Social Affairs
 - o Kind & Gezin
 - o Walloon Agency for Health, Social Protection, Disability and Families (Aviq)
 - o Iriscare (THAB) ;
- the competent authorities, notably the central

point of contact held by the National Bank of Belgium pursuant to Article 5 of these General Regulations of ING Belgium;

- the credit institutions, financial institutions and equivalent institutions pursuant to Article 5.6 of the General Regulations of ING Belgium in accordance with the conditions laid down in this article;
- the other members affiliated to the Kube platform of Isabel SA/NV (established in Belgium), a list of which is available on www.kube-kyc.be.

Via this Kube platform, ING Belgium communicates the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of ING Belgium as well as those of self-employed persons who are Clients of ING Belgium, with the other above-mentioned members with whom these companies and self-employed persons are also Clients or wish to become Clients and which must also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article 5.7 of the General Banking Regulations. The data thus communicated are those obtained during the customer acquisition process with ING Belgium as well as those subsequently updated with the latter;

in accordance with the following provisions.

The data of the Client and of the other people concerned may also be transferred to non-EU countries which may or may not provide an adequate level of personal data protection (for example, SWIFT srl/cvba archives US payment data, which is subject to US legislation, data which is communicated to the companies of the ING Group which are not established in another Member State of the European Union, etc.).

The data of the Client and of the other private individuals concerned is exchanged between – existing or future – companies of the banking, financial and insurance group ING whether established or not in a Member State of the European Union.

The ING Group in the EU is a group of companies with activities in banking, insurance, leasing, asset management and/or an activity following on from those activities. Any private individual may ask ING Belgium for an updated list of the updated list of the ING Group companies established in Belgium, or in another Member State of the European Union or in another country and which participate in the exchange of data about the Client and the other

people concerned. These companies have given an undertaking to guarantee a high level of protection of any data of a personal nature exchanged and are bound, as far as such data is concerned, by an undertaking of discretion.

Such exchange of data is intended to allow the companies of the ING Group established in another Member State of the European Union participating in it to centralise customer management, obtain a global overview of Clients, to undertake surveys, statistics or marketing campaigns (except e-mail advertising, except with the consent of the person concerned, and unless the individual concerned objects), to offer and/or provide the services mentioned above, and to control the regularity of Transactions (including the prevention of irregularities). These companies may also pursue the same compatible secondary purposes as those mentioned for ING Belgium in Article 6.1.4. of ING's General Regulations.

Consequently, notwithstanding a prohibition on the disclosure of information or intelligence arising from the law, the private individual data required for the companies of the ING Group established or not in another Member State of the European Union to respect the legal or statutory provisions (including those stemming from a competent supervisory authority circular) relating to the duty of vigilance towards clients, to the prevention of the use of the financial system for the purposes of money laundering and the funding of terrorism, and the prevention of the funding of the proliferation of weapons of massive destruction, is also exchanged between such companies for these purposes. ING Bank NV (Bijlmerdreef 106, 1102 CT Amsterdam, The Netherlands), acting as the joint processing manager, manages the exchange of data within the companies of the ING Group which participate in the exchange of data relating to private individuals for the aforementioned purposes. However, the disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is only permitted within the ING Group in accordance with the conditions laid down in Article 5.6 of ING's General Regulations.

In addition, the data collated by ING Belgium in its capacity as insurance broker is also communicated to the relevant insurers external to the ING Group involved which are external to the ING Group and are established in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN

Insurance Belgium SA, Aon Belgium SRL, Inter Partner Assurance SA, AXA Belgium SA, Cardif Assurance Vie SA and Cardif Assurances Risques Divers SA) and any representatives they may have in Belgium (in particular, NN Insurance Services Belgium SA for NN Non-Life Insurance nv) (list available upon request), provided it is necessary for the purposes of assessing the risk insured and, where appropriate, concluding and managing the insurance contract, marketing their insurance products (except for the sending of advertisements by e-mail), centralising customer management and controlling the regularity of transactions (including the prevention of irregularities). Any private individual may request a list of the relevant insurers external to the ING Group and their representatives in Belgium. Similarly, it may also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium.

The judicial (police, prosecution, examining magistrate, courts and tribunals) or administrative authorities, including the banking and financial supervisory bodies (National Bank of Belgium/FSMA), whether Belgian or international, e.g. American may, in certain cases stipulated by law or local regulations (in particular with a view to preventing terrorism) demand from ING Belgium or a company to which data may have been transferred in accordance with the above provisions, communication of all or part of the personal data of private individuals (e.g. the data relating to Payment Transactions). Certain data is, for instance, communicated to the central point of contact held by the National Bank of Belgium and to the credit services of the National Bank of Belgium, in accordance with Article 5 of the General Regulations of ING.

The disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPU), is also permitted between the ING Group pursuant to Article 5.6 of ING's General Regulations and:

- the credit institutions and financial institutions pursuant to Article 2, paragraph 1, 1) and 2), of Directive 2015/849 ("Directive of 20 May 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing"), established in a Member State of the European Union and not belonging to the ING Group;
- equivalent institutions not belonging to the ING Group, established in third countries imposing obligations equivalent to those laid down in Directive 2015/849, when said institutions are acting in

relation to the same client and in connection with the same transaction, provided the information exchanged concerns this client or this transaction, is used exclusively for the purposes of preventing money laundering or terrorist financing and the receiving institution is subject to obligations equivalent to those laid down in Directive 2015/849 on prohibition of disclosure and personal data protection.

However, ING 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. A copy of the conventions may be obtained by contacting the data protection officer of ING mentioned in point 11.1.6.

11.1.4. Any private individual may access the data relating to him/her, processed by ING Belgium or another company of the ING Group established or not in a Member State of the European Union or insurers external to the ING Group, and, where appropriate, request the rectification of erroneous data. They may also request the deletion of such data or limitation on the processing as well as object to the processing thereof. Finally, they have the right to data portability.

The relevant private individual may, at any time, object, on request and free of charge:

- to the processing of the data relating to him/her for the purposes of direct marketing, whether this is direct marketing of banking, financial (including leasing) and/or insurance services or direct marketing of other products or services (where applicable, provided by other partner companies; list available on demand) offered by ING Belgium;
- object to his/her data being exchanged between companies of the ING Group established in a Member State of the European Union for the purposes of direct marketing;
- to the communication of data relating to them which is gathered by ING Belgium as an insurance broker for the relevant insurers external to the ING Group and their representatives in Belgium, for the purpose of commercial canvassing ("direct marketing") by such companies;
- for reasons relating to their own specific situation, to the processing of their personal data for statistical purposes, without ING Belgium or the other ING Group company concerned being able to challenge the exercise of such right.

11.1.5. Personal data relating to the individual concerned is processed by ING Belgium and the other ING Group companies established or not in an EU Member State with the utmost confidentiality. However, as electronic communications networks, particularly the Internet, do not offer total security, the protection of personal data can only be guaranteed if the personal data is sent via the communication channels expressly indicated by ING Belgium as being protected.

11.1.6. For any further information about the processing of personal data by ING Belgium as well as, in particular, about the automated individual decision-making by ING Belgium (including profiling), the data recipients, the lawfulness of the processing, the processing of sensitive data, the protection of premises by surveillance cameras, the requirement to provide personal data, the terms and conditions for exercising the rights afforded to any person concerned and the retention of data by ING Belgium, the person concerned may consult:

- Article 6 (Protection of personal data) of ING's General Regulations, and
- "ING'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 ING Belgium's 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 Belgium branch or their contact person at ING Belgium,
- 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 ING's Customer Care Center by sending their request with the reference "Privacy", together with a copy of their identity card or passport:

- by post to the following address:
ING Belgium, Customer Care Center, Cours Saint

Michel 60, B-1040 Brussels;

- by e-mail to the following address: plaintes@ing.be or klachten@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/Sint-Michielswarande 60, B-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).

11.2. Home'Bank/Business'Bank Online services

11.2.1. Cookies and other similar technologies

"Cookies" or other similar technologies (ciphered/hashed pixels and e-mail addresses) are used in some places of the Online Home'Bank/Business'Bank services to make them more effective and provide Users with a better service. A "cookie" is a text file containing information about the behaviour of someone visiting a website. It is created by software on the website server but stored on the hard drive of the website visitor's IT system. During a subsequent visit to the website, the contents of the "cookie" can be retrieved by the website.

"Cookies" generated following the use of the Online Home'Bank/ Business'Bank services and the use of similar technologies enable offers of services to be personalised according to the areas of interest of each User, which can be identified through such "cookies" or similar technologies. "Cookies" contain data about the User, in particular the language and/or currency selected, which avoids him/her having to enter such data again each time he/she uses the Online Home'Bank/ Business'Bank services. They record data about the Online Home'Bank/ Business'Bank services pages visited by the User and their aim, among other things, is to carry out information sessions, notably by recording information that the User communicates in successive forms, to avoid the User receiving the same advertisements or other announcements

repeatedly. The User data recorded by the "cookies" or collected by other similar technologies are also processed by ING Belgium to compile statistics for the Online Home'Bank/Business'Bank services, analyse your behaviour on our pages and ensure that the contents of such services are improved. Cookies and similar technologies also help us, with your consent, to offer you more interesting and personal content and advertisements. Such "cookies" are saved on the User's IT system for a maximum period of 3 years.

If the web browser is configured to accept "cookies", Users can configure their Internet browser to inform them when each "cookie" is sent or to prevent them being saved on their hard drive. However, ING Belgium cannot guarantee the User access to the Online Home'Bank/ Business'Bank services in the event of him/her refusing to save "cookies". For any further information about the processing of personal data carried out by ING Belgium via the use of cookies and other similar technologies as well as about the rights of any User in this regard, Users may consult the "Policy on the use of cookies of ING" available on the website www.ing.be and in Online Home'Bank/Business'Bank services.

11.2.2. Environment variables

When the User uses the Online Home'Bank/ Business'Bank services, the following personal data, called "environment variables", is sent to ING Belgium and recorded by ING Belgium via the User's navigation software:

- The User's TCP/IP address (identification number of the User's computer system on the Internet network),
- The makes and versions of his/her navigation software and operating system,
 - The language used by the User,
 - The type of Home'Bank services used by the User (Home'Bank or Business'Bank),
 - The type of card reader,
 - All information about the Online Home'Bank/ Business'Bank services pages visited by the User and those of other websites through which the User accessed the Home'Bank/Business'Bank Online services.

Such data is processed by ING Belgium with a view to taking into account the specific configuration of the User's IT System and to being able to send him/her the web pages requested in a suitable format. It is also processed to compile statistics for the Online Home'Bank/Business'Bank services and to ensure that the contents of such services are improved.

11.2.3. Belgian Mobile Identity for ING BE services

To create a Belgian Mobile Identity account via the Home'Bank/Business'Bank Online services, the User must explicitly consent to ING Belgium transmitting his/her identity data and all changes thereto to Belgian Mobile ID. These data are: full name, date and place of birth, gender, legal address, e-ID photo, e-ID card number, nationality, e-mail address and mobile phone number.

As part of the Belgian Mobile Identity services for ING BE and subject to the possibilities offered by ING Belgium, the Client accepts that the numbers of his/her accounts for which the Belgian Mobile Identity for ING BE services are activated and the Belgian Mobile Identity Payment Transactions are communicated to the Belgian Mobile ID via the Belgian Mobile Identity services.

11.3. The ING Client Services

Telephone calls in the context of ING Client Services are recorded. Such recordings and the data they contain are kept systematically by ING Belgium to enable:

- The Client or the User's Transactions to be processed, as well as to monitor services provided to and/or at the request of the Client relating to the management of accounts and payments, loans, payments, asset management (investments) or insurance;,,
- Centralised customer management and a global overview of the Client;,,
- Carrying out studies and statistics, in particular for marketing purposes;
- Controlling Transactions and preventing irregularities.

The Client - or, where appropriate, the User - may receive telephone calls from ING Belgium concerning the transactions he/she has requested.

Such recordings are saved for a period not exceeding that required to achieve the purposes for which they are obtained or for which they are processed subsequently.

Subscription to the electronic services of ING Belgium implies that the Client and the User agree to all of the User's telephone conversations being recorded in the context of ING Client Services in accordance with the above provisions.

12. Proof of Transactions

The provisions of this point 12 do not prejudice the Client's right to provide proof to the contrary through any legal channel, nor the system of liability stipulated in points 5 and 8 of these General Conditions and the provisions of the Payconiq Agreement or Belgian Mobile Identity Agreement.

Furthermore, they do not prejudice the mandatory or public order legal provisions which may stipulate special rules on the authentication, recording and/or booking of Transactions.

12.1. Proof of Transactions in general

12.1.1. Without prejudice to point 6.6 of these General Conditions, in the event of a dispute concerning a Transaction resulting from an Order carried out by a User using his/her ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services access and signature means, ING Belgium undertakes to provide proof that the Order was authenticated, recorded and booked correctly and was not affected by a technical incident or other failure.

For all Transactions resulting from an Order given via the Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE or Belgian Mobile Identity for ING BE services, such proof shall be provided by producing an excerpt of the log tape or recordings on a data medium of all the Transactions recorded, established by ING's electronic systems or any sub-contractors called on by ING Belgium (including Payconiq-Supplier for the Payconiq for ING BE services or Belgian Mobile ID for the Belgian Mobile Identity for ING BE services).

For all Transactions resulting from an Order given via the ING Client Services, such proof shall be provided by producing an excerpt of the recordings on a data or computerised medium of all the Transactions recorded, established by ING's electronic systems or any sub-contractors called on by ING Belgium.

The Parties recognise that the aforementioned log file and recordings on a data or computerised medium have evidential value. The contents of such log file and recordings may be copied onto paper, microfiche or microfilm, magnetic or optical disc, or onto any other data medium. For the Parties such reproduction shall have the same binding value as an original document. The Client may request that a reproduction invoked as proof by ING Belgium be

certified as a true copy by the latter.

12.1.2. ING Belgium keeps an internal list of the Transactions resulting from an Order submitted using the means of access and signing of ING's electronic services for a period of at least five years from when the Transactions are executed, without prejudice to other legal or statutory provisions with regard to the provision of supporting documents.

12.1.3. Without prejudice to imperative legal, statutory or public order provisions, any notification by ING Belgium in the context of the Agreement may, in particular, be validly carried out by letter or e-mail, by a notice included in account statements and, in the context of the Home'Bank/Business'Bank or ING Banking services, by electronic message.

12.2. Home'Bank/Business'Bank services

12.2.1. In the context of the Home'Bank/Business'Bank services, any Order is signed electronically by a User with the Home'Bank/Business'Bank signature means provided by ING Belgium (such as a smart bank card with a smart card reader, the ING Banking App or the use of Belgian Mobile Identity for ING BE services) and those selected, according to the possibilities offered by ING Belgium, by the User him/herself (such as a password, PIN and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING Belgium). To electronically sign an Order in the context of Home'Bank/Business'Bank services, the User has the choice, provided he/she has subscribed to such means in the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch Agreement and subject to the possibilities offered by ING Belgium, with a smart card with a smart card reader.

12.2.2. When a smart bank card with a smart card reader is used to electronically sign an Order, a single-use password is created by means of the smart card a User inserts in the smart card reader, firstly, manually or electronically, elements relating to the relevant Order provided by the Home'Bank/Business'Bank services for the Transaction in question and, secondly, manually, the personal and confidential PIN linked to the card and chosen by the User. Such single-use password, once entered and validated, manually or automatically, in the Home'Bank/Business'Bank services, is recorded by ING Belgium for validation by the latter. The Client acknowledges that the single-use password once entered and validated, manually or automatically, in

the Home'Bank/Business'Bank services following the use of the signature means in the aforementioned manner constitutes, such as it is recorded by ING Belgium, the electronic signature of one of his/her Users who is a holder of the card concerned or, if he/she is a User and holder of the card concerned him/herself, provided such electronic signature is validated by ING's electronic systems and, in particular, it is recognised by such systems as originating from the User and that the use of his/her smart card is valid and has not expired or been revoked.

12.2.3. In derogation from points 12.2.1 and 12.2.2 of these General Terms and Conditions, for certain Orders executed using Home'Bank/Business'Bank services and specified in the Technical Documentation relating to the use of ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/ e-ID for Branch services (for instance, Payment Orders in favour of other accounts of which the Client is the holder and/or of certain beneficiaries), the Client acknowledges that simple validation of the order, without recourse at such time to the Home'Bank/Business'Bank services signature means, by a person duly authenticated beforehand as a User, in accordance with point 5.2 of these General Conditions, via his/her means of access when accessing Home'Bank/Business'Bank services, constitutes the electronic signature of this User, provided such means of access are validated by ING's electronic systems, and more specifically, they are recognised by such systems as originating from the User, and that said means of access are valid and have not been revoked or, where appropriate, have not expired.

12.2.4. For all Transactions carried out in the context of Home'Bank/Business'Bank services, the Client accepts that the electronic signature as defined in points 12.2.2 or 12.2.3 of these General Conditions, of each User – validated by the ING electronic systems and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature and writing within the meaning of Book 8 of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems and recognised as originating from the User, all Transactions validated with the electronic signature of the User and received by ING Belgium via Home'Bank/Business'Bank services constitute valid and sufficient proof of

his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

12.3. The ING Client Services

12.3.1. In the context of the ING Client Services, each Order is signed electronically by a User using the ING Client Services signature means possibly provided by ING Belgium (according to the possibilities offered by ING Belgium) and by those selected by the User him/herself (such as a secret code and/or any other confidential authentication code known only to the User, according to the possibilities offered by ING Belgium).

12.3.2. With the exception of point 12.3.1 of these General Terms and Conditions, for certain orders carried out via Home'Bank/Business'Bank services and specified in the Technical Documentation relating to the use of ING Client Services / Home'Bank / Business'Bank/Extrabranh Mobility/e-ID for Branch services (for example, certain Payment Orders in favour of other accounts of which the Client holds or is a co-holder), the Client accepts that only the telephone validation of the Order by a User after identification of the latter by means of verification questions asked by a ING Client Services agent based on the personal details known to ING Belgium and the User, without using at that moment ING Client Services signature methods, constitutes the electronic signature of that User. The Client accepts that correct responses to the aforementioned verification questions communicated by an ING Client Services agent constitute worthy and sufficient proof of that person's identity as the User of the ING Client Services for the personal access number concerned.

12.3.3. The Client accepts that the recordings of telephone conversations with Users have evidential value with regard to their content, including Orders given by telephone.

12.3.4. The Client accepts that the electronic signature, as defined in points 12.3.1 (i.e. the file resulting from the User's entering of the secret code chosen by the latter) or in 12.3.2 (telephone validation registered by the ING electronic systems or potential subcontractors ING Belgium may be using) of these General Terms and Conditions, constitutes the User's signature and that the Order with such signature has the same evidential value as a written Order with the same contents and with the User's

written signature, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems, all Orders signed electronically by the User and received by ING Belgium via the ING Client Services constitute valid and sufficient proof of his/her agreement on the existence and content of the Order concerned, as well as the consistency between the content of the Order as transmitted by the User and the content of the Order as received by ING Belgium.

12.4. Extrabranche Mobility Services

12.4.1. For the purpose of Extrabranche Mobility services, any Order indicated on a document in PDF or similar format that is made available by ING Belgium through its electronic systems is signed electronically by a User using the Extrabranche Mobility services signature means made available to him/her for that purpose by ING Belgium (a smart bank card with a smart card reader or a digital pen) and those selected, based on the possibilities offered by ING Belgium, by the User himself/herself (such as a password, secret code, PIN code and/or any other strictly personal and confidential authentication code for the User, based on the possibilities provided by ING Belgium).

To electronically sign an Order in the context of Extrabranche Mobility services, the User has the choice, provided he/she has subscribed to such means in the Agreement and subject to the possibilities offered by ING Belgium, between the use of a smart bank card with a smart card reader or an electronic pen.

12.4.2. When a smart bank card with a smart card reader is used to electronically sign an Order, a single-use password is created by means of the smart card a User inserts in the smart card reader, firstly, elements relating to the relevant Order provided by the Extrabranche Mobility services for the Transaction in question and, secondly, the personal and confidential PIN linked to the card and chosen by the User. Such single-use password, once entered and validated in the Extrabranche Mobility services, is recorded by ING Belgium for validation by the latter. The Client accepts that the single-use password once entered and validated by a person, in the Extrabranche Mobility services following the use of the signature means in the aforementioned manner constitutes, such as it is recorded by ING Belgium, the electronic signature of one of his/her Users who is a holder of the card concerned or, if he/she is a User and holder of the card concerned him/herself, provided such electronic signature is validated by ING's electronic systems and, in particular, it is

recognised by such systems as originating from the User and that the use of his/her smart card is valid and has not expired or been revoked.

12.4.3. In the case of the use of a digital pen in order to electronically sign an Order, a unique electronic representation of a User's signature is created through the affixing of the latter's manual signature using a pen provided for that purpose on an electronic device made available by ING Belgium. The physical movement associated with this manual signature of the User is recorded by ING's electronic systems and converted into a unique electronic representation of this manual signature which is included in the document in PDF format and recorded by ING Belgium for validation by ING Belgium. The Client acknowledges that the unique electronic representation of the signature affixed by a person in the Extrabranche Mobility services following the use of the signature means in the aforementioned manner constitutes, such as it is recorded by ING Belgium, the electronic signature of one of his/her/its Users, provided such electronic signature is validated by ING's electronic systems and, in particular, it is recognised by such systems as originating from the User (on the basis of the User's specimen signature held by ING Belgium).

12.4.4. For all Transactions carried out in the context of Extrabranche Mobility services, the Client accepts that the electronic signature as defined in points 12.4.2. or 12.4.3 of these General Conditions, of each User – validated by the ING information systems and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature and writing within the meaning of Book 8 of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING's electronic systems and recognised as originating from the User, all Transactions validated with the electronic signature of the User and received by ING Belgium via Extrabranche Mobility services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

12.5. e-ID for Branch services

12.5.1. For the purpose of the e-ID for Branch

services, any Order indicated on a document in PDF or similar format which is made available by ING Belgium through its electronic systems is signed electronically by a User using the e-ID for Branch services signature means made available to him/her for that purpose by the Belgian public authorities (in particular by the municipality of their main residence and the Institutions and Population General Directorate of the Belgian Federal Public Service) (a Belgian electronic identity card), provided by ING Belgium (a smart card reader) and those selected, depending on the possibilities offered by the Belgian public authorities, by the User himself/herself (such as a password, secret code, PIN number and/or any other strictly personal and confidential authentication code for the User, depending on the possibilities provided by the Belgian public authorities).

12.5.2. When a Belgian electronic identity card with a smart card reader is used to electronically sign an Order, a single-use file is created by means of the Belgian electronic identity card a User inserts in the smart card reader, the personal and confidential PIN linked to the card and chosen by the User. Such single-use file, is recorded by ING Belgium for validation by the latter and by the public authorities. The Client acknowledges that the single-use file as recorded by ING Belgium in connection with the e-ID for Branch services, following the use of the signature means in the aforementioned manner constitutes the electronic signature of one of his/her Users who is a holder of the card concerned or, if he/she is a User and holder of the card concerned him/herself, provided such electronic signature is validated by ING Belgium's and the public authorities' electronic systems and, in particular, it is recognised by such systems as originating from the User and that the use of his/her card is valid and has not expired or been revoked.

12.5.3. For all Transactions carried out in the context of e-ID for Branch services, the Client accepts that the electronic signature as defined in points 12.5.2. of these General Conditions, of each User – validated by the ING Belgium information systems and the public authorities and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature and writing within the meaning of Book 8 of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. The Client accepts that, provided the User's electronic signature is validated by ING Belgium's and the public authorities'

electronic systems and recognised as originating from the User, all Transactions validated with the electronic signature of the User and received by ING Belgium via the e-ID for Branch services constitute valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by NG.

12.6. Payconiq Services for ING BE

12.6.1. For the purpose of the Payconiq for ING BE services an Order shall be signed electronically by a User via the Payconiq services through the Payconiq for ING BE services means of signing provided to him/her by Payconiq-Supplier and/or those chosen, according to the possibilities offered by ING Belgium, by the User him/herself (i.e. a password and/or any other confidential identification code known only to the User).

12.6.2. To electronically sign a Payconiq Payment Order, the Client accepts that the unique file resulting from the use by a person of the signature means of the Payconiq for ING BE service constitutes the electronic signature of one of his/her Users who is the User of the relevant Payconiq Application or, if he/she is a User and the User of the relevant Payconiq application, provided such electronic signature is validated by the electronic systems of Payconiq-Supplier and ING Belgium and recognised by such systems as originating from the User and that his/her certificate is valid and has not been revoked.

12.6.3. For all Transactions carried out in the context of Payconiq for ING BE services via the Payconiq services, the Client accepts that the electronic signature, as defined in points 12.7.2. of these General Terms and Conditions, of each User – validated by the electronic systems of Payconiq-Supplier and/or ING Belgium and recognised as originating from said User – satisfies the conditions of imputability and content integrity attached to a signature and writing within the meaning of Book 8 of the Civil Code and that an electronic Transaction with such electronic signature has the same evidential value as a written Transaction with the written signature of the User, and binds the Client as such. Finally, the Client accepts that, provided the User's electronic signature is validated by the electronic systems of Payconiq-Supplier and ING Belgium and, more especially, recognised as originating from the User, all Transactions validated electronically by the User and received by ING Belgium via Payconiq for ING BE services constitute

valid and sufficient proof of his/her agreement on the existence and content of the Transaction concerned, as well as the consistency between the content of the Transaction as transmitted by the User and the content of the Transaction as received by ING Belgium.

12.7. Belgian Mobile Identity for ING BE services

12.7.1. When using Belgian Mobile Identity for ING BE services within Home'Bank/Business'Bank services, and therefore of the Belgian Mobile Identity account activated for the Belgian Mobile Identity for ING BE services on the User's smartphone, every order is signed electronically by the User via the Home'Bank/Business'Bank services using the signing means for the Belgian Mobile Identity for ING BE services that Belgian Mobile ID may supply (such as an activation code for validly registering the Belgian Mobile Identity for ING BE app in the User's name, and the security module built into the Belgian Mobile Identity for ING BE app, supplied by Belgian Mobile ID, depending on the possibilities offered by Belgian Mobile ID) and the means that the User has chosen personally depending on the possibilities offered by Belgian Mobile ID (such as a PIN code and/or any other authentication code that is strictly personal and confidential, depending on the possibilities offered by ING Belgium).

12.7.2. When using the security module of the Belgian Mobile Identity app with a view to the electronic signature of an Order using the Belgian Mobile Identity for ING BE services within Home'Bank/Business'Bank services, the private key from the security file created by the User during the procedure for creating a profile is activated by the entry and validation by a person of the PIN code chosen by the User. The result of the activation is saved in a unique file. The Client accepts that this file, resulting from the use of the aforementioned method by a person, constitutes the electronic signature of one of its Users who holds the security file in question or, if he/she is a User and holder of the security file in question, of him- or herself, on condition that this electronic signature is validated by the computer systems of Belgian Mobile ID and ING Belgium and in particular is recognised by these electronic systems as coming from the User, and insofar as his/her certificate is valid and has not been revoked.

12.7.3. For all Transactions carried out via the Belgian Mobile Identity for ING BE services, the Client accepts that the electronic signature, as defined in point 12.7.2 of these General Conditions – which has been

validated by Belgian Mobile ID and ING Belgium for each User and recognised as originating from the User– fulfils the conditions for being attributed to the User, and the integrity of the contents associated with a signature and writing within the meaning of Book 8 Civil Code, and that the Order with which the signature is associated has the same probative force as a written order and is therefore binding on the Client. The Client accepts that, insofar as the electronic systems of Belgian Mobile ID and ING Belgium validate the electronic signature of the User and recognise it as originating from the User, all Orders which the User validates with the electronic signature and that ING Belgium receives via the Belgian Mobile Identity for ING BE services, constitute valid and sufficient proof of his/her consent to the existence and contents of the order in question and of the identity of the content of the Order as transmitted by the User and the content of the Order as received by ING Belgium.

12.8. ING Banking App for ING BE services

12.8.1. When using the ING Banking App for ING BE services within Home'Bank/Business'Bank services, every order is signed electronically by the User via the Home'Bank/Business'Bank services using the signing means for the ING Banking App that ING Belgium may supply and the means that the User has chosen personally depending on the possibilities offered by ING Belgium (such as a PIN code and/or any other authentication code that is strictly personal and confidential).

12.8.2. When using the security module of the ING Banking App with a view to the electronic signature of an Order, the private key from the security file created by the User during the procedure for creating a profile is activated by the entry and validation by a person of the PIN code chosen by the User. The result of the activation is saved in a unique file. The Client accepts that this file, resulting from the use of the aforementioned method by a person, constitutes the electronic signature of one of its Users who holds the security file in question or, if he/she/it is a User and holder of the security file in question, of him-, her- or itself, on condition that this electronic signature is validated by the computer systems of ING Belgium and in particular is recognized by these electronic systems as coming from the User, and insofar as his/her/its certificate is valid and has not been revoked.

12.8.3. For all transactions carried out via the ING Banking App for ING BE services, the Client accepts that the electronic signature, as defined in point 12.8.2 of these General Conditions – which has been

validated by ING Belgium for each User and recognized as originating from the User – fulfils the conditions for being attributed to the User, and the integrity of the contents associated with a signature and writing within the meaning of Book 8 Civil Code, and that the Order with which the signature is associated has the same probative force as a written order and is therefore binding on the Client. The Client accepts that, insofar as the electronic systems of ING Belgium validate the electronic signature of the User and recognize it as originating from the User, all Orders which the User validates with the electronic signature and that ING Belgium receives, constitute valid and sufficient proof of his/her/its consent to the existence and contents of the order in question and of the identity of the content of the Order as transmitted by the User and the content of the Order as received by ING Belgium.

13. Lists of charges – value dates

13.1. The charges for using the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services are indicated in the lists of charges applied to the main banking operations published by ING Belgium and are available, in particular, from any ING Belgium branch and via the ING Client Services, Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services)/Extrabranh Mobility/e-ID for Branch information services.

They are also provided to the Client prior to the conclusion of the ING Client Services, Home'Bank/ Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement. Such lists of charges are only valid as from the date they are published.

They do not constitute a binding offer on ING Belgium, unless they are communicated to the Client in a ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services subscription form or refer to the contractual documents mentioned in point 4.1.2. in these General Terms and Conditions. These lists of charges may stipulate, for the use of ING's electronic services, the payment of annual fees, which can be demanded (at the request of the Client or the User) upon the activation of the ING Client Services, Home'Bank/Business'Bank/ Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, then, on each anniversary date of the Agreement.

13.2. The lists of charges for banking or insurance products and services available via the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and, in particular, the lists of charges for Payment Transactions and Transactions on Financial Instruments available via these services are indicated either, with regard to products and services provided by ING Belgium, in the lists of charges and rates (Lists of Charges applied to the main banking operations for private individuals or companies, the main securities Transactions, interest rates on ING savings certificates, etc.) published by ING Belgium and available, notably, at any ING Belgium branch and/or via the ING Client Services/ Home'Bank/ Business'Bank (including for the Belgian Mobile Identity for ING BE services)/ Extrabranh Mobility/e-ID for Branch information services, or, with regard to the products and services provided by another company of the ING Group, in the lists of charges published by the latter and available, notably, from such company and/or via the ING Client Services/Home'Bank/Business'Bank (including for the Belgian Mobile Identity for ING BE services)/Extrabranh Mobility/ e-ID for Branch services. Such lists of charges and rates are only valid as from the date they are published. They do not constitute an offer to enter into a contract from ING Belgium or other ING Group companies unless they are communicated to the Client in a subscription form for the product or service concerned

13.3. Subject to any application of a separate charge for automated Transactions, the execution of Transactions resulting from Orders submitted via ING's electronic services is subject to the charging policy applicable to such Transactions.

13.4. The Client authorises ING Belgium to automatically debit the reference account designated in the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement with all the fees applicable under the charging policy in effect, for the use of ING's electronic services.

If the Reference Account is closed, the Client is required to inform ING Belgium of another Reference Account. Otherwise, another reference account from which the aforementioned fees are to be debited automatically shall be automatically designated by ING Belgium, as it deems appropriate. In the latter case, if ING Belgium is not informed through a statement incorporated with the account statements within a deadline of a minimum of two months or, if

the Client is not a Consumer, a minimum of fifteen calendar days after the provision of the message included with the account statements to indicate another reference account to ING Belgium. If ING Belgium is not informed of such other account within the aforementioned deadline, the aforementioned charges shall be automatically debited from the reference account designated by ING Belgium as a matter of course after the end of such deadline, without prejudice to the Client's right to subsequently request a change of reference account.

Furthermore, in the case of Transactions carried out in connection with the use of ING's electronic services, the Client authorises the automatic debiting, unless ING Belgium expresses makes another method of payment available at the choice of the Client, of any charges applicable to such Transactions from the account over which the Transaction is carried out.

In both of the above cases, the Client undertakes to fund his/her sufficiently or, if a credit line or overdraft facility is given on this account, to provide for sufficient disposable sums to be deducted, for the debit date.

13.5. The costs of telephone communications (including those associated with calling the Help Desk of ING's call centre) and, where appropriate, the costs associated with the acquisition, installation and operation of computer, telephone or other equipment and software, as well as access to and use the electronic communications networks to access and use the ING Client Services, Home'Bank/ Business'Bank, Extrabranch Mobility, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services are at the Client's or User's expense.

13.6. When the Client is the Payee of a Payment Transaction, the credit value date shall correspond to the bank working day during which the amount of the Payment Transaction is received by ING Belgium. If the funds are received on a non-bank working day, the value date shall correspond to the next bank working day.

When the Client or the User acts as the payer of a Payment Transaction, the value date of the debit shall correspond to the time when the Transaction amount is debited from the account.

14. User licence for the Home'Bank / Business'Bank software and Home'Bank / Business'Bank database

Without prejudice to the provision of the

Home'Bank/Business'Bank services to the User as provided in the Agreement, either ING Belgium or the person who has conferred the rights of use on ING Belgium reserves all of the property rights and all of the intellectual property rights (including the rights of use) for both the Home'Bank/ Business'Bank Software and the Home'Bank/ Business'Bank Database, as well as all its components, in particular, but not limited to, texts, illustrations and other elements appearing in the Home'Bank/ Business'Bank Software and/or in the Home'Bank/ Business'Bank/ Database.

14.1. Home'Bank/Business'Bank Software

14.1.1. For the duration of this Agreement, the User is granted a strictly personal, non-exclusive and non-transferable licence to use the Home'Bank/Business'Bank Software in its directly readable object code version in the User's (Mobile) IT System. However, no property rights or intellectual rights are transferred to the User. This license provides only the right to install the Home'Bank/Business'Bank Software for all the (Mobile) computer systems to which the User has access and to operate it in accordance with the purpose determined in the Agreement.

14.1.2. Any permanent or temporary reproduction of the Home'Bank/Business'Bank Software, in part or in whole, by any means and in any form, any translation, adaptation, arrangement, any other transformation and any correction of the Home'Bank/Business'Bank Software, as well as reproduction of the computer program resulting therefrom, are subject to prior written authorisation from ING Belgium.

However, the User is entitled to carry out Transactions to load, display, transfer, transmit or store the Home'Bank/Business'Bank Software required to enable the User to use the Home'Bank/Business'Bank Software in accordance with its purpose. Copying the code and translating the form of the code for the Home'Bank/Business'Bank Software are subject to prior written permission from ING Belgium, even if such acts are essential to obtain the information required for interoperability between the Home'Bank/Business'Bank Software and third-party Software, as the said information is accessible to the User from ING Belgium. Without prejudice to the above, the source codes for the Home'Bank/Business'Bank Software shall not be communicated to the User.

14.1.3. The provisions of this point 14.1 apply not only to the Home'Bank/Business'Bank Software in its

entirety, but also to all of its components.

14.2. Home'Bank/Business'Bank Database

14.2.1. For the duration of this Agreement, the User has a strictly personal non-exclusive, non-transferable license for use of the Home'Bank/Business'Bank database.

However, no property rights or intellectual rights are transferred to the User. This license provides only the right to install the Home'Bank/Business'Bank Software for all the computers to which the User has access and to operate it in accordance with the purpose determined in the Agreement.

14.2.2. Any extraction and/or reuse of the entirety or a qualitatively or quantitatively substantial portion of the content of the Home'Bank/Business'Bank database is strictly prohibited. Similarly, repeated and systematic extractions and/or reuse of insubstantial portions of the content of the Home'Bank/Business'Bank database are not authorised when they are contrary to normal use of the Home'Bank/Business'Bank database or cause unjustified damage to the legitimate interests of ING Belgium.

14.3. Trademarks, names and logos

The registered or non-registered brands, names and logos contained in the Home'Bank/Business'Bank Software and Home'Bank/Business'Bank database are the exclusive property of ING Belgium or the other companies of the ING Group and may not be reproduced, without the express prior agreement of ING Belgium or the concerned insurers external to the ING Group.

15. Hypertext links for the Home'Bank/Business'Bank / Extrabranh mobility/ e-ID for Branch services/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services

Except in the event of gross negligence or intentional misconduct on their part, ING Belgium and the other companies of the ING Group do not provide any guarantee or accept any liability for the hypertext links created from the Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services to third-party websites, nor with regard to the contents of such websites. Such websites are accessed solely at the risk of the User, as he/she is well aware that such websites may be subject to other conditions of use, other provisions with regard

to the protection of personal data and/or in a general manner other rules than those which apply to the Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services. ING Belgium and the other companies of the ING Group are not liable for these websites' compliance with the legislation and regulations in force.

16. User messages

Any message from the User containing data, questions, comments, ideas and suggestions, sent to ING Belgium by e-mail, by completing the online form on www.ing.be/contact or by any other means, shall not be considered as confidential, subject to ING's duty of discretion in the context of its banking activity and of respect of the User's rights as recognised by law, in particular those deriving from the law on the protection of personal data. Subject to respect of the same reservations, within five years from when it is sent and without any compensation whatsoever, any message may be reused, copied in whole or in part, amended and transmitted by ING Belgium, in any form whatsoever, by any means and for any purposes in the European Union.

17. Availability of the Home'Bank/Business'Bank Online / ING Client Services/ Extrabranh mobility / e-ID for Branch services/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services

17.1. Insofar as it is able, and in accordance with the limits laid down in this Agreement, ING Belgium shall endeavour to make the Online Home'Bank/ Business' Bank services/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services accessible 24 hours a day, 7 days a week.

17.2. Insofar as it is able and within the same limits, ING Belgium shall make the ING Client Services automated services accessible during the opening hours communicated to the Client in the Technical Documentation on the use of the Electronic services.

Extrabranh Mobility services are only accessible in the physical presence of an ING Belgium staff member and are therefore only accessible subject to prior request to, and acceptance by ING Belgium, based, notably, on the availability of ING Belgium staff members. Subject to acceptance by ING Belgium and the physical presence of an ING Belgium staff member, ING Belgium shall endeavour, within the scope of its means and the limits defined in this Agreement, to make the Extrabranh Mobility

services accessible 24/7.

The e-ID for Branch services are only accessible in the physical presence of an ING Belgium staff member during the opening hours of the relevant ING Belgium branch. Subject to the physical presence of an ING Belgium staff member, ING Belgium shall endeavour, within the scope of its means and the limits defined in this Agreement, to make the e-ID for Branch services accessible during the opening hours of the relevant ING Belgium branches.

17.3. However, ING Belgium does not undertake to provide continuous, uninterrupted and secured access to the Online Home'Bank/Business'Bank services, the ING Client Services, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services.

Moreover, ING Belgium reserves the right, without being obliged to compensate the Client, to interrupt access to all or some of the Online Home'Bank/Business'Bank services, ING Client Services Extrabranh Mobility services, e-ID for Branch services, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services temporarily at any time and, in emergencies, without prior notice, to any User in order to carry out maintenance operations, to make improvements or changes to the Online Home'Bank/Business'Bank services, ING Client Services, Extrabranh Mobility services, e-ID for Branch services, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services or to resolve any technical incidents or failures in ING's electronic (including the telecommunications systems). ING Belgium shall inform the Client by any means it deems appropriate of such suspension and the reasons therefore, if possible before the suspension, otherwise immediately thereafter, unless providing such information is prevented by security reasons adequately explained or prohibited under applicable legislation. ING Belgium shall endeavour to limit the duration of such interruptions and to inform Users of their duration through any means ING Belgium deems appropriate.

Moreover, each Party shall take all necessary measures, within its capabilities and means, to stop any technical incident or failure in Online Home'Bank/Business'Bank, ING Client Services, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services as soon as possible.

Without prejudice to its right to additional compensation for any loss, ING Belgium also reserves the right to block at any time the account(s) of the Client as well as access to all or part of the Online

Home'Bank/Business'Bank Online, ING Client Services, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services to any User for objectively motivated reasons relating to the security of the services and/or the access and signature means for these services, or in the case of a presumed unauthorised or fraudulent use of the account(s) of the Client, the services and/or access and signature means for these services. When ING Belgium makes use of this right, it shall inform the Client or the User by letter, through an account statement or any other way it deems appropriate according to the circumstances and, if possible before the account(s) and/or the access is/are blocked,, otherwise immediately after, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to another applicable legislation. ING Belgium shall restore access to the blocked account(s) and service(s) when the reasons for the block cease to apply.

18. Duration of the ING Client Services, Home'Bank/Business'Bank, Extrabranh mobility, e-ID for Branch, Payconiq for ING BE, Belgian Mobile Identity for ING BE Agreement - Deactivation of the services and Termination of the Agreement

18.1. The ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement comes into force on the day the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement is signed by the Parties in accordance with point 4.1.2. of these General Terms and Conditions and is concluded for an indefinite period until its termination. Once activated in accordance with point 4.1.3. f these General Terms and Conditions, the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services shall remain activated for an indefinite period until deactivation, i.e. closing of the access to such services which is deemed as closing of the subscription to such services.

18.2. The Client may terminate the ING Client Services/Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement and/or deactivate the ING Client Services/

Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services, for him/herself and/or his/her Users, at any time, free of charge and without providing any justification. Users designated as agents in the "Management Powers" documents (electronic or otherwise) or in the various mandate forms (electronic or otherwise) ING Belgium provides as an Annex to the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Subscription Contract, with the exception of duly authorised representatives and agents, may also deactivate only their own ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and Belgian Mobile Identity for ING BE services at any time, free of charge and without providing any justification. The Client must send written notification of termination of the agreement to ING Belgium, which shall endeavour to take it into account as soon as it is received, without accepting any liability in this regard, however, before the end of the second bank working day following receipt of the written termination notice signed by the Client. If the Client wishes such termination or deactivation to have immediate effect with regard to use of ING's electronic services, he/she must follow the special procedure for blocking the means of access and signature set out in these General Terms and Conditions at the same time as the termination and deactivation procedure.

However, the Agreement may only be terminated subject to simultaneous closure of the accounts and termination of the contracts with ING Belgium and other ING Group companies that may be accessed via ING's electronic services and which, where appropriate, may be managed via these services. Otherwise, it is only possible to deactivate the ING Client Services/ Home'Bank/ Business'Bank/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services for the Client him/herself and/or his/her Users, without prejudice to the requirement to follow the procedure for blocking ING's electronic services means of access and signature in accordance with the provisions of point 6.4 or 6.6. of these General Terms and Conditions.

The Technical Documentation on use of ING's electronic services may, where appropriate, specify other terms, conditions or procedures for deactivating the ING Client Services/Home'Bank/ Business'Bank services. The Client undertakes to comply with these terms, conditions and procedures in any event.

Deactivation of the ING Client Services and/or Home'Bank/ Business'Bank services also implies cancellation of the subscription to the ING Client Services, Home'Bank/ Business'Bank, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services concerned, accordingly. In addition, deactivation of the Home'Bank/ Business'Bank services or cancellation of the Home'Bank/ Business'Bank subscription shall automatically result in deactivation of the Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services or cancellation of the subscription to the Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, but not vice versa.

If the Client or his/her Users subsequently wish to reactivate the ING Client Services/Home'Bank/ Business'Bank/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, he/she is obliged to notify ING Belgium in advance in accordance with the terms, conditions and procedures specified in the Technical Documentation on use of ING's electronic services or in another way, at ING's discretion.

18.3. Both ING Belgium and any other ING Group company or insurer external to the ING Group may terminate the ING Client Services/Home'Bank/ Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement and/or deactivate the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services at any time, for the Client him/herself and/or his/her Users, at any time and without providing any justification, subject to two months' notice by post or on any other durable medium. Termination by ING Belgium ends this Agreement with regard not only to its relationship with the Client, but also in the context of the relationships between the Client and the Other ING Group companies and/or Insurers external to the ING Group, whereby ING acts for and on behalf of such companies. Termination by Another ING Group company ends the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE Agreement with regard only to its relationship with the Client, but not with regard to relationships between the Client and ING Belgium and between the Client and the other ING Group companies and/or the other insurers external to the ING Group not concerned.

Likewise, without prejudice to any applicable public order or imperative legal provisions, ING Belgium or

any Other company of the ING Group may, at any time and without notice, terminate the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement or suspend execution of all or part and/or deactivate, for him/herself and or his/her Users, the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/ Payconiq for ING BE and Belgian Mobile Identity for ING BE services if the Client and his/her Users seriously fail to honour their commitments with respect to ING Belgium or any other company of the ING Group or insurer external to the ING Group or is in a state of insolvency, goes bankrupt, enters into an arrangement with creditors, is put into receivership or is subject to similar proceedings.

ING Belgium, as well as any other ING Group company or insurance company external to the ING Group, can also, at any time and without notice, terminate the ING Client Services/Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services Agreement and/or deactivate for the Client him/herself and or his/her Users the ING Client Services/Home'Bank/ Business'Bank/ Payconiq for ING BE/ Belgian Mobile Identity for ING BE services in the event of an end to the contractual relationship relating to their respective products and services available via the ING Client Services, Home'Bank/Business'Bank, Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services. In this case, the ING Client Services/ Home'Bank/Business'Bank and/or Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement may only be entirely terminated by ING Belgium or any Other companies of the ING Group or Insurance companies external to the ING Group subject to simultaneous closure of the accounts and termination of the contracts with ING Belgium and other ING Group companies or insurance companies external to the ING Group that may be accessed via the ING Client Services/Home'Bank/ Business'Bank/Extrabranh Mobility/e-ID for Branch/Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and which, where appropriate, may be managed via these services. Otherwise, termination by ING Belgium, Another ING Group company or an Insurer external to the ING Group terminates the ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement as regards only its relations with the Client, but not for the purpose of the other relations between the Client and ING

Belgium and between the Client and other ING Group companies and/or the other insurers external to the ING Group which are not involved. In this case again, deactivation for the Client him/herself and/or his/her Users of the ING Client Services/ Home'Bank/Business'Bank/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services by ING, another ING Group company or an insurance company external to the ING Group only concerns its own relations with the Client, and no other relations between the Client and ING Belgium and between the Client and other ING Group companies and/or other insurers external to the ING Group which are not involved.

Furthermore, the above provisions do not prejudice the procedure for blocking the ING Client Services/ Home'Bank/ Business'Bank/ Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services means of access and signature in accordance with point 7.4 of the General Terms and Conditions, and interrupting access to ING Client Services/ Home'Bank/Business'Bank/ Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services in accordance with point 17.3. of the General Terms and Conditions, and the legal provisions requiring the Bank to take special measures in the event of exceptional circumstances.

18.4. In the event of termination of the ING Client Services/ Home'Bank/ Business'Bank/Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement or deactivation of the ING Client Services/ Home'Bank/ Business'Bank/Extrabranh Mobility/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services, the Client acting in his/her capacity as a Consumer is entitled to a refund of the annual fee mentioned in point 13.1 in proportion to the time left to run, from the month following that during which the Agreement was terminated or the services were deactivated.

18.5. In the event of termination of the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility/ e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE Agreement, suspension of the execution thereof or deactivation of the ING Client Services/Home'Bank/Business'Bank/Extrabranh Mobility and/or Payconiq for ING BE/Belgian Mobile Identity for ING BE services, the Client remains obliged to honour Transactions resulting from an Order given via the ING Client Services/Home'Bank/Business'Bank/Extrabranh

Mobility/ e-ID for Branch and/or Payconiq for ING
BE/Belgian Mobile Identity for ING BE services before
the termination of the Agreement.

Appendix:

Cautionary advice for accessing and using the ING Client Services, Home'Bank/Business'Bank, ING Banking, Extrabranh mobility, e-ID for Branch/Payconiq for ING BE/Belgian Mobile Identity for ING BE services

General security advice for the ING Client Services, Business'Bank/ING Banking/Extrabranh Mobility, e-ID for Branch and/or Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services:

- Print out or request a print-out or, if the possibility is offered, communication through electronic channels of confirmations of the Transactions you carry out via Home'Bank/Business'Bank, ING Banking, Extrabranh Mobility/e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services and keep them. Also keep the electronic or written confirmations of the execution or non-execution of your Transactions.
- Always check your bank account statements and breakdowns. Notify your bank immediately of any anomalies.
- When using Home'Bank/Business'Bank, ING Banking, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services, make sure you use the latest firewall, spyware and antivirus software, have them permanently switched on, and update them regularly.
- Make sure not to jailbreak your Mobile IT system (device with Android of Google or iPad, iPhone, iPod Touch of Apple).

Specific advice concerning the smart (bank or electronic identity) card for the Home'Bank/ Business'Bank / Extrabranh Mobility/ e-ID for Branch/Belgian Mobile Identity for ING BE services:

- Destroy the smart card when it expires or can no longer be used. Similarly, destroy the old smart card as soon as you receive a new one.
- Keep your smart card on you or in a safe place. Never leave it in a car or place which can be accessed by third parties (for example, a gym or your workplace), unless it is kept in a secure cupboard or safe.
- Only use your smart card for the functions for which it has designed.

Specific advice concerning the secret code for the ING Client Services, the Home'Bank/Business'Bank Online / Extrabranh Mobility password (and/or smart (bank or electronic identity) card PIN) or the

PIN code for Home'Bank/Business'Bank Online / Extrabranh Mobility Services or the ING Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services:

- Memorise your ING Client Services secret code and/or your Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch password (and smart card PIN) as soon as you receive it/them and immediately destroy the notice in which it was (they were) sent to you. If your ING Client Services secret code was posted to you, change it as soon as possible.
- Also memorise your PIN code for the ING Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE services as soon as it has been generated, and do not write it down anywhere.
- When you choose your ING Client Services secret code, your Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch and/or ING Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE password (and/or smart card PIN), avoid combinations which are too obvious (for example, part of your birth date, your town's postcode, the first four digits of your phone number, your surname or first name or that of a family member, etc.).
- Choosing the same PIN or password for all of your cards and/or all of your access and signature means involves obvious risks.
 - Your ING Client Services secret code, your Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch (and/or smart card PIN) and/or your ING Banking/Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN must remain secret: without prejudice to your right to use the services of a payment initiation or account information service provider who is duly authorised for this activity, do not divulge it (them) to anyone, not even a family member or friend, and certainly not to a supposedly well-intentioned third party.

No-one has the right to ask you for your PIN code for ING Client Services, your password (and/or smart card PIN) for Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch services and/or ING Banking/Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN. This includes your bank (except for requests for encryption via the electronic services of ING Belgium), the police and insurance departments, in any form whatsoever.

Therefore, never give your secret code/password (and/or PIN) via e-mail, over the Internet (where

requested by e-mail) or telephone, for example, without being certain of sending them to your bank via the electronic services of ING. However, this does not affect your right to choose the services of a payment initiation or account information service provider who is duly authorised for this activity.

Be on your guard and inform your bank immediately if you notice unusual circumstances.

- Do not write your PIN code for ING Client Services and/or your password for Home'Bank/ Business'Bank/ Extrabranh Mobility/e-ID for Branch services (and/or smart card PIN) and/or your ING Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN anywhere, even in code form, for example, by disguising it (them) as a fake phone number.
- Use the ING Client Services, Home'Bank/Business'Bank, ING Banking, Extrabranh Mobility, e-ID for Branch, Payconiq for ING BE and/or Belgian Mobile Identity for ING BE services in places where discretion is guaranteed. Always enter your PIN for ING Client Services and/or your Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch password (and/or smart card PIN) away from prying eyes. Likewise, always create and/or enter your ING Banking/ Payconiq for ING BE and/or Belgian Mobile Identity for ING BE PIN away from prying eyes.
- Always ensure that you cannot be observed unwittingly, for example, by using your hand to shield the telephone, iPad, iPhone or iPod, card reader keypad or computer keyboard. Do not allow anyone to distract you and, if this is the case, never enter your PIN for ING Client Services, your password for Home'Bank/Business'Bank/ Extrabranh Mobility/e-ID for Branch services (and/or smart card PIN) and/or ING Banking/ Payconiq for ING BE/Belgian Mobile Identity for ING BE PIN. If you become aware of unusual circumstances, inform your bank immediately in accordance with Article 6.4 of the General Terms and Conditions.
- If you have good reason to believe that your PIN code for ING Client Services, your password for Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch services (and/or smart card PIN) and/or ING Banking/ Payconiq for ING BE/ Belgian Mobile Identity for ING BE PIN is (are) no longer confidential, change it (them) immediately. If you are not able to change your ING Client Services PIN, Home'Bank/Business'Bank/Extrabranh Mobility/e-ID for Branch password (and/or smart card PIN) and/or ING Banking/ Payconiq for ING

BE/ Belgian Mobile Identity for ING BE PIN, alert your bank immediately in accordance with Article 6.4 of the General Terms and Conditions.

Specific guidance relating to the fingerprint recognition function (e.g. the IOS Touch ID from Apple or Android Fingerprint) for the ING Banking services:

- Only activate the fingerprint recognition function for the ING Banking services on a Mobile electronic system of which you are the sole user and only record your own fingerprints on this same Mobile electronic system.

Specific precautionary advice relating to the phishing fraud

o Never respond to a request involving a Bank product you do not have (e.g. credit card) or an application you do not use (e.g. It'sme);

o If you receive an email or a text message, never follow the link displayed to a purported payment or bank identification site, even if the screens are similar to those of ING or display its logo;

o Always make sure you initiate your own banking transactions via the applications or programs made available by ING;

o ING will never ask you to:

- verbally transmit your payment card data, your ING ID number or the unique validation codes obtained using your card, your ING Card Reader and your secret code;

- give control of your computer, tablet, smartphone etc.;

- install a remote access program to your computer, tablet, smartphone etc.;

- transfer your assets to a so-called secure account;

In this respect, never follow advice or recommendations received from an unknown third party that you have not solicited.

If you have any doubts, call ING's anti-fraud team on 02/464 60 60 (Mon-Fri from 8 AM to 8 PM / Sat from 9 AM to 5 PM) or Cardstop (24/7) via 078 170 170;

o Ensure the confidentiality of unique validation codes (obtained via ing Card Reader, card and secret code),

and unique codes transmitted by ING (via sms for example). These can only:

- be used for the validation of transactions that you have initiated via the programs or applications made available by ING;
- in no case be communicated to a third party, whether by phone for example or via a screen other than an ING application;
- in no case serve to receive a payment;

o Carefully check the nature and amount of any transaction you validate via It'sme;

If in doubt, do not validate and call ING's anti-fraud team on 02/464 60 60 (Mon-Fri 8 AM to 8 PM / Sat 9 AM to 5 PM) or Cardstop (24/7) via 078 170 170;

o Protect yourself from malicious intent:

- check the 'Fraud and security' page on the website www.ing.be;

- check the official Belgian website www.safeonweb.be dedicated to cybersecurity;

- install the safeonweb app in order to be kept informed of existing fraud attempts

Appendix 2 : The “ING Zoomit” service of the Home'Bank/Business'Bank/ING BANKING services Regulations

1. Purpose of the “Zoomit ING Service” regulations

The purpose of the Zoomit ING service Regulations (herein after referred to as the “Regulations”) is to give a description of the Codabox Zoomit service offered by ING, within the scope of ING's Home'Bank/Business'Bank /ING Banking services, under the name “Zoomit ING”, as well as to determine the rights and duties of the Customer, the User and ING within the scope of said service.

2. Terminologie used in these regulations

1. The **definitions** summarised in Article 1.2 of the “General Terms and Conditions of Home'Bank/Business'Bank /ING Banking services” (included as an appendix to the General Regulations governing ING Transactions) are applicable to these Regulations.

For the application of these Regulations, the term “Trans-action”, defined at Article 1.2 of the “Terms and Condi-tions of Home'Bank/Business'Bank/ /ING Banking services, must be un-derstood as the consultation of Electronic Documents using the Zoomit ING service.

2. In addition to these definitions, the following **terminology** is used within these Regulations:

The Zoomit ING service all services offered by ING using the name Zoomit ING, described in Article 4 of these Regulations.

Electronic Documents: any electronic document, which may or may not contain financial data (e.g. invoices, credit notes, payslips, residency certificates, etc.) issued by an Issuer and made available via the Zoomit ING service, in whole or in part, to the Main Recipient and, where applicable, the Secondary Recipient, according to the provisions laid down in these Regulations.

Electronic Documents contain, in some cases, standing or-ders for which the execution request (by transfer), filled in previously by ING with data from Electronic Documents sent by the Issuer, may be actioned via the Zoomit ING service.

The Issuer: the legal entity or individual person which has agreed an “Issuer” contract with Codabox

for the Codabox Zoomit service, which is the Issuer of Electronic Documents and which makes these available, in whole or in part, to the Main Recipient, and where applicable, the Secondary Recipient, via the Zoomit ING service. The full list of Issuers is available at the website [www. zoomit.be](http://www.zoomit.be).

Main Recipient: the User (individual person) of Home'Bank/Business'Bank /ING Banking services,

1. who acts and subscribes to the Zoomit ING service as a Customer, in their own name and on their own behalf,
2. and/or who acts for, and subscribes to, the Zoomit ING service, if applicable, as a body or agent, acting in the name of and on behalf of the (Customer) individual person(s) or legal entity(-ies), who may have designated it as a User, according to the Terms and Conditions for Home'Bank/Business'Bank /ING Banking services, and who may have authorised it to use Home'Bank/Business'Bank/ING Banking services in their name and on their behalf,
3. and to whom the Electronic Documents available via the Zoomit ING service are intended following a successful Full Compliance Test, according to the provisions in these Regulations.

The Secondary Recipient: the User (individual person(s)) of Home'Bank/Business'Bank/ING Banking services who accesses and uses the Zoomit ING service in the name of and on behalf of the Customer who is authorised by the Main Recipient, in line with Article 6.1. of these Regulations, to consult and to manage , via the Zoomit ING service, the Issuer's Electronic Documents intended for the Main Recipient and made available via the Zoomit ING service in line with the provisions of these Regulations.

Codabox: CodaBox N.V., Diestsepoort 1, 3000 Leuven, VAT : BE 0840.559.537.

Codabox is a third company, acting as an Internet service provider and the Codabox Zoomit service (including as regards the execution of the Full Compliance Test), which the Parties call on for the supply of the Zoomit ING service and, within this

framework, secured electronic data transmission; Codabox acts as a subcontractor both in the name of and on behalf of Issuers and ING.

Full Compliance Test: the comparison carried out by Codabox between, on the one hand, ING Customers' first names, last names and account numbers given to Codabox by ING and, on the other hand, the first names, last names and account numbers of the individual persons or legal entities sent to Codabox by the Issuers of Electronic Documents, with a view to making available to the Main Recipient and, where applicable, the Secondary Recipient via the Zoomit ING service, those Electronic Documents concerning the Main Recipient in the event of compliance between first names, last names and account numbers, in line with the provisions of these Regulations.

The Full Compliance Test is carried out by Codabox when a User wishes to consult an Electronic Document made available via the Zoomit ING service.

Basic Compliance Test: the comparison carried out by Codabox between, on the one hand, ING Customer account numbers sent to Codabox by ING and, on the other hand, the account numbers of those individual persons or legal entities sent to Codabox by the Issuers of the Electronic Documents.

The Basic Compliance Test is carried out systematically by Codabox at all times when a User accesses Home'Bank services, even in the absence of a request by said User to consult an Electronic Document made available via the Zoomit ING service.

3. Applicable legal framework

1. These Regulations exist in addition to ING's "General Transaction Regulations" and ING's "General conditions of Home'Bank/Business'Bank/ /ING Banking services" (appended to the General Transaction Regulations) and is an integral part of Home'Bank/Business'Bank /ING Banking services Agreement signed in the name of and on behalf of the Customer.

Moreover, the technical documentation relating to the use of Zoomit ING comes in addition to the Technical documentation relating to the use of ING Client Services/Home'Bank/Business'Bank/ /ING Banking services and is an integral part of the ING General Conditions Agreement signed in the name of and on behalf of the Customer.

2. Except insofar as these Regulations expressly override this, the provisions of the "General conditions of Home'Bank/Business'Bank/ING Banking

services" and ING's "General transaction Regulations" remain wholly in application as regards the Zoomit ING service.

Accordingly, unless an express provision is made to the contrary in these Regulations, the Main Recipient or, where applicable, the Secondary Recipient may access and use the Zoomit ING service under the same conditions and according to the same procedures as those defined in the General Terms and Conditions of the services. Furthermore, unless an express provision is made to the contrary in these Regulations, the rights and duties of each party (particularly in terms of security) as well as their responsibilities with regard to access and use of the Zoomit ING service, specifically in the event of theft, loss or abusive use of the means of access and use of Home'Bank/Business'Bank /ING Banking services, proof of consultation, maintenance and availability of the Zoomit service remain governed by the General Terms and Conditions of the Home'Bank/Business'Bank /ING Banking services.

3. Except insofar as the technical documentation relating to the use of Zoomit ING expressly overrides this, the provisions of these Regulations, of the technical documentation relating to the use of Home'Bank/Business'Bank /ING Banking services, of the "General Terms and Conditions of Home'Bank/Business'Bank /ING Banking services" and ING's "General transaction Regulations" remain wholly applicable to the Zoomit ING service.

4. Purpose of the Zoomit ING Service and responsibility of the parties

1. The Zoomit ING service is an integral part of Home'Bank/Business'Bank /ING Banking services as defined at Article 2.3 of the General conditions of Home'Bank/Business'Bank and General Conditions of ING Banking services.

With the Zoomit ING service, the Main Recipient and, where applicable, the Secondary Recipient, when necessary, consult in a secure manner and in line with the provisions of these Regulations, all or part of the Electronic Documents made available by Issuers which are linked to the financial data of the Main Recipient as held by ING.

Electronic Documents are stored on the Issuers' server or on that of a third party designated by the Issuer. These are made available, in full or in part, to the Main Recipient and, where applicable, to the Secondary Recipient, through the Zoomit ING service by automatic inclusion, following the successful conclusion of the Basic Compliance Test, of a note on

the account in question to which the Electronic Document in question is linked via a secure hyperlink.

Through the ING Zoomit service, the Main Recipient and, where applicable, the Secondary Recipient can additionally request the execution of standing orders linked to the Electronic Documents made available to them by the Zoomit ING service, in line with the provisions in these Regulations. Standing order execution requests are filled out, in this case, beforehand by ING with data from the Electronic Documents sent by the Issuer.

ING only accepts an obligation of diligence which is strictly limited to making Electronic Documents available through the Zoomit ING service (including as regards the execution of the Full Compliance Test) and to the prior completion of standing order execution requests.

ING can consequently only guarantee that the Electronic Documents will be available in a continuous, secure and uninterrupted manner through the Zoomit ING service.

ING calls on the services of Codabox to offer the Zoomit ING service, whereby Codabox acts as ING's subcontractor.

ING does not represent Issuers in any way and does not guarantee either their solvency or their honourable nature.

More information concerning the Zoomit ING service (including as regards the Full Compliance Test) can be obtained online at the www.ing.be/Zoomit website.

2. All Issuers other than ING or Codabox remain solely responsible, with the exception of ING or Codabox, for the decision to make available Electronic Documents which they have issued and which are made available through the Zoomit ING service, as well as the time, the form, the frequency and the duration for which said Electronic Documents are made available, along with their content (including accuracy, precision error-free nature, exhaustive nature, quality, and updating), unless gross negligence or wilful misconduct occurs on the part of ING or Codabox.

They alone are free, with the exception of ING or Codabox, to change the time, form, frequency, duration and content of those in Electronic Documents which they have issued, even after they have been made available through the Zoomit ING service, where applicable according to the procedures defined in the contract agreed between

the Recipient and the Issuer according to Article 5 of these Regulations.

Any disputes or claims relating to the time, form, frequency, duration of availability, and contents of the Electronic Document as well as any lack of availability of said Electronic Documents must be handled directly with the Issuer in question.

3. Electronic Documents coming from any sources which are external to ING and Codabox, i.e. coming from Issuers other than ING or Codabox, are made available, in whole or in part, to the Main Recipient and, where applicable, the Secondary Recipient, faithfully through the Zoomit ING service, without appraisal or checking on the part of ING or Codabox.

They are made available via the Zoomit ING service by hyperlinks which are sent to the User faithfully by ING with the data sent by the Issuer, without appraisal or checking on the part of ING or Codabox. In the same way, any standing order execution requests linked to these Electronic Documents are faithfully completed beforehand by ING via the Zoomit ING service with data sent by the Issuer, without appraisal or checking on the part of ING or Codabox.

Any Electronic Document from Issuers other than ING or Codabox, including data from standing orders linked to these Electronic Documents which are completed beforehand in standing order execution requests, along with hyperlinks to which the Electronic Documents are linked, are made available without any guarantee on the part of ING or Codabox, nor any responsibility for the aforesaid, except in the event of gross negligence or wilful misconduct on their part.

In particular, the accuracy, precision, error-free nature, exhaustive nature, quality and updating of the Electronic Documents, including the aforementioned data for stand-ing orders linked to be Electronic Documents and hyper-links to which the Electronic Documents are linked cannot be guaranteed by ING or by Codabox, nor can the consequences of any errors that they may include be attributed to them, except in the event of gross negligence or wilful misconduct on their part.

Neither ING nor Codabox can provide any guarantee whatsoever, nor can they commit to any responsibility except in the case of gross negligence or wilful misconduct on their part, as regards the hyperlinks via which the Electronic Documents sent by Issuers other than ING or Codabox, and in terms of servers and/or websites, in particular their content or

their security, to which said hyperlinks are associated and on which these Electronic Documents are stored. Accessing and using these websites and/or servers belonging to Issuers other than ING or Codabox or third parties designated by them, is performed solely at the risk of the User. The User is well aware that these websites and/or servers may offer a level of security which is different to that of Home'Bank/Business'Bank /ING Banking services and which is subject to other usage conditions, to other provisions in terms of privacy and/or generally speaking, other rules than those which are applicable to Home'Bank/Business'Bank /ING Banking services.

Neither ING nor Codabox is responsible for the respect by Issuers other than ING or Codabox of the legislation and Regulations in force, unless gross negligence or wilful misconduct occurs on their part. In this respect, they are specifically not responsible for the content of Electronic Documents insofar as they have no effective knowledge of any illicit information or activity relating to said Electronic Documents or with respect to civil damages proceedings, deeds or circumstances which could highlight the illicit content of the activity or information. ING commits to act promptly as soon as it becomes aware of such knowledge or as soon as it is contacted by an administrative or legal authority, in order to remove the hyperlink to which the Electronic Documents concerned are linked or to make access to said Document impossible. ING also commits to tell the public prosecutor immediately about any activity or illicit information, as soon as ING becomes effectively aware of such activity or illicit information relating to an Electronic Document.

4. The Main Recipient and where applicable the Secondary Recipient, each remains wholly responsible for the use they make freely of Electronic Documents and the consequences of such use.

In the same way, they each remain wholly responsible for the use that they make freely of standing order execution requests which are completed beforehand by ING with data from the Electronic Documents sent by the Issuer. It is down to each of them to check the aforementioned data, and if need be to rectify it.

5. The recipient is obliged to notify ING as soon as he becomes aware of any use whether abusive or not by an unauthorised third party (including the Main Recipient, the Secondary Recipient, of the Zoomit ING service, in particular in the event of consultation of Electronic Documents by a third party who is not authorised to do so by the recipient (e.g. in the event of a compliance failure to the extent agreed upon in

line with Article 7) or by the Main Recipient or in the event of consultation by the Main Recipient, the Secondary Recipient, of an Electronic Document which is not intended for them.

Likewise, the Main Recipient along with, where applicable, the Secondary Recipient, are all obliged to notify ING as soon as they become aware of any use whether abusive or not by an unauthorised third party (including the Main Recipient, the Secondary Recipient, of the Zoomit ING service, in particular in the event of consultation of Electronic Documents by a third party who is not authorised by the recipient or the Main Recipient to do so, or in the event of consultation by the Main Recipient, the Secondary Recipient, of an Electronic Document which is not intended for them.

6. The Main Recipient and, where applicable, the Secondary Recipient accept that the Electronic Documents may appear markedly different from those which are sent in paper form, particularly in terms of colours, contrasts or clarity, and generally speaking, quality.

Article 9 headed "Information and advice" in the ING general transaction Regulations, is not applicable to Electronic Documents.

7. The ING Zoomit Service of the ING and ING Banking services may be limited and offers not all the available services in Home'Bank/Business'Bank.

5. Subscription or membership of the Zoomit ING Service

1. Any access or use of the Zoomit ING service by a User is subject to subscription or membership to ING's Home'Bank, Business'Bank /ING Banking services by this User, as a Customer himself who is the recipient of Electronic Documents or in the name of and on behalf of a Customer who is the recipient of Electronic Documents, or by the Customer who is the recipient of Electronic Documents in the name of and on behalf the entity for whom the User acts.

Any subscription or membership of ING's Home'Bank, Business'Bank /ING Banking services presupposes subscription or membership of the Zoomit ING service, including these Regulations. Pursuant to these Regulations, the Customer who is a Recipient of Electronic Documents, authorises access and use of Zoom-it services by any User that he designates (namely the Main Recipient and where applicable, the Secondary Recipient, with a view to consulting all or part of these Electronic Documents, according to the provisions laid down in these Regulations.

It is not possible to input a request for access and use of the Zoomit ING service in any other way than the one given previously.

2. Every Issuer has concluded a specific, separate "Issuer" contract with Codabox for the Codabox Zoomit service, if need be on the basis of a contract agreed between the Recipient and the Issuer, in order that the Main Recipient and, where applicable, the Secondary Recipient, may consult all or part of the Electronic Documents made available by each of the Issuers concerned via the Zoomit ING service.

Codabox remains free to conclude such an "Issuer" contract with the persons of its choice and for the Document of its choice. Conversely, every person remains free to conclude such an "Issuer" contract with Codabox of their choice and for the Document of their choice.

3. In addition to adherence to these Regulations, the recipient must agree, via the other Home'Bank, Business'Bank /ING Banking services, a separate individual contract with each of the Issuers in order that the Main Recipient, and where applicable, the Secondary Recipient, may consult all or part of the Electronic Documents made available by each of the Issuers via the Zoomit ING service.

The recipient remains free to conclude such a contract with the Issuers of his choice and for the Electronic Documents of his choice. However, for ING products and services, where ING is also the sender of the documents, it is the applicable contractual terms and conditions of product or service that determine whether documents are sent via ING Zoomit.

However, the Main Recipient and, where applicable, the Secondary Recipient or the Main Recipient and, where applicable, the Secondary Recipient, the Authorised User or another User may not consult Issuers' Electronic Documents via the Zoomit ING service until this has been agreed with the Issuers, with the exception of data from the Electronic Documents mentioned in Article 7.5.

Issuers also remain free to make the Electronic Documents available via the Zoomit ING service, and to enter into a contract with the recipient to this end if they wish. They take sole responsibility for this.

4. The Issuer determines with Codabox, the time from which the fact of making Electronic Documents available via the Zoomit ING service, may or may not replace paper-based communication, insofar as the Main Recipient agreed beforehand that Electronic

Documents could be consulted via the Zoomit service by requesting to consult an Electronic Document from the same Issuer, of the same type and bearing the same Customer number.

5. Unless it commits gross negligence or wilful misconduct, ING does not bear any responsibility as regards contractual relations concluded between the Issuer and Codabox and, where applicable between the recipient and the Issuers.

6. Appointment of the secondary recipient

1. Only the Main Recipient can designate as a "Secondary Recipient", within the bounds of the possibilities offered by ING, the User of Home'Bank, Business'Bank /ING Banking services who will be authorised to consult Electronic Documents from Issuers via the Zoomit ING service, intended for the Main Recipient and made available via the Zoomit ING service in line with the provisions contained in these Regulations.

The Main Recipient determines for each Electronic Document Issuer, for each Customer number held by each Issuer and for each type of Electronic Document, whether the User of the Home'Bank, Business'Bank /ING Banking services is authorised, as a "Secondary Recipient" to consult the Electronic Documents via the Zoomit service. He determines accordingly the Electronic Documents from which Issuers, the Electronic Documents linked to which Customer number with each Issuer and the Electronic Documents of which type are made available to the Secondary Recipient.

2. In the same way, only the Main Recipient can also re-fuse that the other Users who are authorised to consult the accounts referred to in Electronic Documents, via the Home'Bank, Business'Bank /Ing Banking services, be designated as "Secondary Recipients" in such a way that they will not be authorised to consult Electronic Documents from Issuers intended for the Main Recipient via the Zoomit ING service and made available via the Zoomit ING service, subject to Article 7.5. of these Regulations, however.

7. Full compliance test

1. When a User wishes to consult an Electronic Document made available through the Zoomit ING service, a Full Compliance Test is executed by Codabox in the name of and on behalf of ING and the Issuers, on the basis of data sent by the Issuers, in order to ensure that unauthorised persons cannot consult Electronic Documents.

ING is not responsible in the event of a Full Compliance Test failure following incorrect or incomplete transmission of data on the part of an Issuer, of Codabox, of a Customer or of a User.

2. The Main Recipient of an Electronic Document is designated following a successful Full Compliance Test.

The Main Recipient of an Electronic Document thus designated is the User whose last name, first name and account number with ING which he is authorised to consult via the Home'Bank, Business'Bank /ING Banking services, correspond, according to the agreed level of compliance, to the last name, first name and account number of an individual person sense to Codabox by the Electronic Document Issuers. in the event of compliance between the aforementioned data (that is to say in the event of a successful Full Compliance Test), the Main Recipient thus designated is authorised to consult Electronic Documents from Issuers, via the Zoomit ING service, intended for the Main Recipient and made available via the Zoomit ING service.

The Issuer determines with Codabox in line with Article 5 of these Regulations, where applicable according to the contract agreed between the Issuer and the recipient, the level of compliance applied for the test designed to make the Issuer's Electronic Documents available. Depending on the agreed extent of compliance, the recipient accepts that the Electronic Documents may be consulted through the Zoomit ING service by a Main Recipient and, where applicable, a Secondary Recipient other than him.

The Issuer determines with Codabox in line with Article 5 of these Regulations, where necessary according to the contract agreed between the Issuer and the Main Recipient, those Electronic Documents which may or may not be closely linked to their private sphere, or which may or may not be sensitive.

3. The Main Recipient accepts that the Secondary Recipient whom he has designated in line with Article 6 of these Regulations may, following a successful Basic Compliance Test and in the absence of a successful Full Compliance Test (that is to say that there is compliance only between the account numbers, and not between the last and first names), consult, through the Zoomit ING service, the Electronic Documents of Issuers intended for the Main Recipient and made available through the Zoomit ING service, insofar as he has received authorisation, in line with Article 6 previously mentioned, for the Electronic Document Issuer in

question, for the Customer number in question linked to this Issuer and the type of Electronic Document in question.

4. When, in respect of Electronic Documents which are not considered as closely linked to the private sphere (for ex-ample water, gas and electricity bills) or which are intended for a legal entity and are not sensitive, a Basic Compliance Test is successful but not the Full Compliance Test in its own right, then the recipient of the Electronic Document accepts, insofar as the Main Recipient did not refuse the designation of other Users as Secondary Recipients in line with Article 6.2., that a User - authorised to consult the accounts referred to in the Electronic Documents via Home'Bank, Business'Bank /ING Banking services - may in their capacity as an Authorised User, consult in full or in part the Issuers' Electronic Documents, through the Zoomit ING service, intended for the Main Recipient and made available via the Zoomit ING service. insofar as this User enters the "Zoomit" code corresponding to the Electronic Document in question and sent by the Issuer.

A User who acts and subscribes to the Zoomit ING service as a person authorised by another individual or individuals, or a legal entity or entities (Customer(s)) only to consult their accounts, via Home'Bank, Business'Bank /ING Banking services, in line with the general conditions of the General Conditions of Ing Client Services Home'Bank, Business'Bank /ING Banking services and Home'Bank services, cannot consult Electronic Documents which are linked to the aforementioned accounts as an "Authorised User".

5. Furthermore, the recipient accepts that all Users who are authorised by him to consult the accounts referred to in the Electronic Documents, through the Home'Bank, Business'Bank /ING Banking services (including (joint) holders or agents for the accounts in question), may, following a successful Basic Compliance Test and in the absence of a successful full Full Compliance Test, still consult the following data from the Issuer's Electronic Documents, via the Zoomit ING service, intended for the Main Recipient and made available via the Zoomit ING service:

- the Issuer's name;
- the type of Electronic Document (bill, direct debit, payslip, etc.);
- the date of receipt of the Electronic Documents;
- the expiry date of the Electronic Documents, if applicable;
- the status of Electronic Documents (document consulted, new

- document, document downloaded, etc.);
- any amount linked to the Electronic Documents;
- if applicable, the fact that any amounts linked to the Electronic Documents have been paid or not.

These Users may consult this data even if the Main Recipient refused to designate them as Secondary Recipients in line with Article 6.2.

8. Protection of personal data and duty of discretion

1. By subscribing to or becoming a member of the Zoomit ING service, in line with Article 5, the User, in his capacity as a Customer in his own right, or acting in the name of and on behalf of a Customer, and/or the Customer in whose name and on behalf of whom he acts, consents to the exchange and processing of the following data between ING, Codabox and the Issuers within the scope of the Zoomit ING service, in line with these Regulations:

- a) the request made by the Main Recipient, the Secondary Recipient, the Authorised User or another User to access and use the ING Zoomit service in line with these Regulations;
- b) data required for the execution of the Full Compliance Test: the last name, first name and account number of the Customer along with.
- c) consultation or non-consultation by the Main Recipient, Secondary Recipient of the Electronic Documents in line with these Regulations;
- d) Electronic Documents, including data relating to direct debits with ING and any payments linked to the Electronic Documents.

2. The above-mentioned Electronic Documents referred to at point 1, c), of this Article 8 are processed by ING and by Codabox acting as a subcontractor for the Issuers of these Electronic Documents, only in the event of a successful Basic Compliance Test and with the sole purpose of making available all or part of the Electronic Documents, via the Zoomit ING services, to the Main Recipient, and where applicable, to the Secondary Recipient, (including the execution of the Full Compliance Test) as well as, where applicable, the execution of standing orders, to the exclusion of all other purposes (for example marketing).

Electronic Documents are accordingly processed by ING or by Codabox without either party becoming

aware of the content of the data in the Electronic Documents, apart from with regard to the following data:

- the name and account number of the Issuer;
- the last name, first name and account number of the recipients of the Electronic Documents;
- the type of Electronic Document (bill, direct debit, payslip, etc.);
- the date of receipt of the Electronic Documents;
- any expiry date for direct debits with ING and any standing orders linked to the Electronic Documents;
- the status of Electronic Documents (document consulted, new document, document downloaded, etc.);
- any amount linked to the Electronic Documents;
- if applicable, the fact that any amounts linked to the Electronic Documents have been paid or not;
- other data relating to direct debits with ING and any standing orders linked to the Electronic Documents (in particular, data relating to structured communications or free-standing communications from the Issuer).

The data listed in the previous paragraph as well as the data mentioned above in point 1, a), b), c) and e) in Article 8 is processed by ING, who is responsible for processing within the scope of its end-management of accounts and payments, and by Codabox, as an ING subcontractor, with the sole purpose of making available, through the Zoomit ING service, all or part of the Electronic Documents to the Main Recipient and, where applicable, to the Secondary Recipient, (including the execution of the Full Compliance Test) as well as, where applicable, the execution of standing orders, to the exclusion of all other ends (for example marketing).

This data is not communicated to third parties except for the persons designated in point 1 above, and where applicable, companies whose intervention is necessary (in particular, for payment transactions: Swift SCRL, MasterCard Europe SPRL, and so on) in order to undertake the objectives mentioned previously.

3. Any individual person is entitled to inspect the information relating to him/herself.

4. For additional information regarding the data processing undertaken by ING Belgium, all individuals can refer to Article 11 (Protection of privacy) of the General Regulations for ING's Home'Bank and Phone'Bank services.

9. Access and use of the Zoomit ING Service

1. Whenever the User subscribes to or becomes a member of the Zoomit ING service, as a Customer himself, or in the name of and on behalf of all of our Customer, and/or by the Customer in whose name and on behalf of whom key aspects hand, the Main Recipient and, where applicable, the Secondary Recipient? in line with these Regulations, consult all or part of the Electronic Documents made available by the Zoomit ING service by the Issuers and intended for the Main Recipient pursuant to the Full Compliance Test.

Only these persons can consult all or part of the Electronic Documents, with the exception of all other persons.

2. The means of accessing and signing required by the Main Recipient or, where applicable, the Secondary Recipient, to access and use the Zoomit ING service, including those necessary to approve electronic signature, are identical to those required in order to access and use ING's Home'Bank, Business'Bank/ ING Banking services.

3. The Bank may refuse to process a Zoomit ING service consultation request, with no obligation to give any grounds for said refusal, in particular if the Main Recipient, the Secondary Recipient submits several successive requests which do not fall within the boundaries mentioned in these Regulations or, generally speaking, makes improper use of the Zoomit ING service. All complaints in this regard will be rejected, unless it can be shown that the Bank has been guilty of gross negligence or wilful misconduct.

10. Availability of electronic documents

Each Electronic Document is made available via the Zoomit ING service for a minimum timeframe of six (6) months and a maximum of (18) months from the date it is made available by its Issuer through the Zoomit ING service. The afore mentioned timeframe is determined, depending on the type of Electronic Document in question, by the Issuer with Codabox in line with Article 5 of these Regulations, where applicable according to the contract agreed between the Issuer and the recipient, on the understanding that this timeframe cannot, under any circumstances, be less than 6 months or greater than 18 months.

The Main Recipient and, where applicable, the

Secondary Recipient recognise and accept that:

1. the Main Recipient and, where applicable, the Secondary Recipient are themselves responsible for the safeguarding of each Electronic Document, and they commit to this end, to download (save) and/or print out each Electronic Document within the agreed availability timeframe;
2. the Electronic Documents will no longer be available after the agreed availability timeframe has expired or as from the effective date of any termination of the Zoomit ING service in whole or in part (with regard to the Issuers concerned), regardless of the reason for termination;
3. any Electronic Documents which have not yet been made available during the agreed availability timeframe, will no longer be available as from the effective date of any termination of the Zoomit ING service;
4. the availability of Electronic Documents via the Zoomit ING service may have the consequence, according to the contract agreed by the Issuer with Isabel in line with Article 5 of these Regulations, that all or part of these will no longer be sent by other channels (for example, in paper format by post or by fax, or in electronic format by e-mail).

Unless it commits gross negligence or wilful misconduct, ING does not take any responsibility as regards the contractual relationships agreed between the recipient and the Issuers.

11. Rates for the Zoomit Services

The possible rates applicable to the subscription, membership and/or use of the Zoomit ING service are mentioned in the rates for primary banking transactions published by ING and available, among other places, at all of the ING branches and via the information services of the Home'Bank, Business'Bank /ING Banking services. In addition, they are communicated to the User prior to subscription or membership of the Zoomit ING service. These published rates are only valid on the date they are provided. They do not constitute a contract offer from ING unless they are sent to the User in a subscription.

Though rates are applicable to subscription, membership and/or use of the Zoomit ING service, they apply to the Main Recipient in the event of use of the Zoomit ING service by them, or in the event of use of the Zoomit ING service by the Secondary Recipient that he designates.

These rates may stipulate, for subscription or membership to the Zoomit ING service, the payment of an annual fee which is then payable and applied to the Main Recipient, as soon as subscription or membership to the Zoomit ING service by the Customer or in his name and on his behalf, and then, on all anniversary dates of the subscription or membership.

The possible rates for the Zoomit ING service are independent of the pricing of Home'Bank, Business'Bank /ING Banking services.

12. Intellectual property

1. Without prejudice to the availability of the Zoomit ING service from Codabox within the scope of the Zoomit ING service for the Main Recipient and, where applicable, the Secondary Recipient, exclusively for their personal needs as laid down in the Regulations, Isabel reserves all rights in terms of property as well as all intellectual property rights (including usage rights) both in terms of the Codabox software and the Codabox database relating to the Codabox Zoomit service, as well as regarding all the elements which make it up, in particular and not limited to texts, illustrations, brands and other items which can be found in the Codabox software package and/or in the Codabox database.

2. For the duration of subscription or membership to the Zoomit ING service, the User is granted a strictly personal, non-exclusive and non-transferable licence to use the Codabox software relating to Codabox's Zoomit service, in its computer-readable object code version, and to use the Codabox database relating to Codabox's Zoomit service. However, no property rights or intellectual rights are transferred to the User. This licence only grants the right to use the Isabel software and the Codabox database within the scope of the Zoomit ING service in line with its purpose as determined in these Regulations, in particular the consultation of Electronic Documents.

3. It is strictly forbidden for Users to make even the slightest modification to the Isabel software package or to the Codabox database relating to the Codabox Zoomit service.

4. Codabox is the sole holder of the brands and logos linked to the Codabox Zoomit service.

13. Duration and end of the Zoomit ING service

1. Subscription or membership to the Zoomit ING service by a Customer or on his own behalf comes into force on the day of the subscription or membership and is valid for an indefinite period.

2. Both the User, the Customer and ING may terminate the Zoomit ING service at any time without charge and with-out justification.

The Zoomit ING service is an integral part of Home'Bank, Business'Bank /ING Banking services, and the complete termination of the Zoomit ING service is only possible by terminating ING's Home'Bank, Business'Bank /ING Banking services.

Accordingly, without prejudice to the provisions contained in these Regulations, both the User, the Customer and ING may only completely terminate the Zoomit ING service in the same conditions and according to the same procedures as those defined for the termination of the services Home'Bank/Business'Bank /ING Banking d'ING in agreement within the General Terms and Conditions for the ING Client Services/Home'Bank/Business Bank and the convention ING Banking in the regulations ING Banking.

The main receiver can at any time also indicate in the Zoomit service that he no longer wants to receive electronic documents from some or all senders via the Zoomit service.

At any time, without charge and without justification, the Main Recipient may terminate availability of Electronic Documents via the Zoomit ING service for some or all of the Issuers, by sending a request to this end to the Issuers in question, where applicable according to the contract agreed between the Issuers and the Recipient in line with Article 5 of these Regulations. Each Issuer in question will take such a demand into account according to the conditions and procedures agreed between itself and the Recipient, without ING's responsibility ever being committed in this area, unless there has been gross negligence or wilful misconduct on its part.

At any time, without charge and without justification, ING may also terminate with immediate effect, the availability of the Electronic Documents via the Zoomit ING service for some or all of the Issuers.

Furthermore, ING may, at any time and without notice, terminate the subscription or membership to

the Zoomit ING service or suspend its execution in whole or in part if the User or the Customer fails to honour their commitments in respect of ING or finds themselves in a situation where they are unable to pay, if they are declared bankrupt or put into liquidation or receivership, or they are the subject of similar procedures, without prejudice to any additional damages.

3. Any closure of accounts with ING or termination of Home'Bank, Business'Bank /ING Banking services agreements to which the Zoomit ING service is linked will immediately terminate use of the Zoomit ING service for the accounts and the Home'Bank, Business'Bank /Ing Banking services. Agreements in question. if all the accounts held with ING to which the Zoomit ING service is linked are closed, or if all the Home'Bank, Business'Bank /ING Banking services Agreements to which the Zoomit ING service is linked are terminated, then subscription or membership of the Zoomit ING service will terminate with immediate effect.

4. Except in the event of force majeure or serious failure by the User or the Customer to respect their commitments in respect of ING, the termination of Zoomit ING services or the withdrawal of the Electronic Documents made available via the Zoomit ING service by ING in line with Article 13.2. will not prejudice the right of the Customer or User to be compensated for any prejudice which may result for them due to this termination as demonstrated by them. Similarly, the User or the Customer can invoke this right if the subscription or membership is terminated by him due to ING changing the contractual framework unilaterally in accordance with Article 14 or due to gross negligence or wilful misconduct on the part of ING, as demonstrated by him.

5. In the event of termination of the subscription or membership of the Zoomit ING service due to a serious failure on the part of the User or the Customer to respect their commitments in respect of ING or termination of the subscription or membership of the Zoomit ING service by the User or the Customer, then ING will not be obliged to reimburse, even partially, the annual fee which may be applicable in line with Article 11 of the Regulations.

6. If use of the Zoomit ING service is partially terminated with regard to the making available of all or part of the Electronic Documents for some or all Issuers, or if use of the Zoomit ING service is completely terminated, then the Main Recipient and,

where applicable, the Secondary Recipient of the Electronic Documents concerned which were made available via the Zoomit ING service are obliged to inform the Issuer concerned of this and to find a solution with them as soon as possible for another mode of communication or method of availability for the future of the Document in question.

According to the same conditions, the Issuers concerned by the withdrawal of the Electronic Documents made available via the Zoomit ING service or via the complete termination of the subscription or membership to the Zoomit ING service are not obliged, unless there is a provision to the contrary in any contract agreed between the recipient and the Issuer in line with Article 5 of these Regulations, to communicate or make available in another way after the termination occurs, those Electronic Documents which have already been made available via the Zoomit ING service.

14. Changes to these rules

1. The Bank reserves the right to change these Rules by giving one month's notice.

To this end, ING will inform the User or the Customer, at least two month before the application of the changes in question, of the availability of the new Regulations. ING will inform the User or the Customer by mail (electronic or traditional), by a message featured in the account statements or by a notice displayed in ING branches or through the Home'Bank, Business'Bank/ ING Banking services.

2. The User or the Customer may refuse these changes and, in this case, exercise their right to terminate the subscription or membership to the Zoomit ING service in line with Article 12 of these Regulations. Failure of use, by the User or the client, within a month of the communication stipulated above, of their right to terminate the subscription or membership to the Zoomit ING service, will be deemed as tacit agreement of the User or Customer to adopt the proposed changes.

Appendix 3 : General terms and conditions for the use of ING Document Centre Services

1. Purpose of the ING Document Centre Services and the ING Document Centre Services General Terms and Conditions

The purpose of these General Terms and Conditions of the ING Document Centre services (hereafter the "General Terms and Conditions") as part of the Home'Bank/Business'Bank or Telelink Online services (in Telelink@Isabel) of ING Belgium SA, Av. Marnix 24, 1000 Brussels, Brussels RPM/RPR - VAT BE 0403.200.393 (hereafter "ING Belgium") is to describe the electronic services offered by ING Belgium under the name "ING Document Centre" and to set out the rights and obligations of the "Client" (namely the private individual or legal entity, in the name and on behalf of which the Home'Bank/Business'Bank or Telelink@Isabel services Agreement is concluded and which acts as or via a "User" within the meaning of the General Terms and Conditions of ING's Home'Bank/Business'Bank or Telelink@Isabel), of the User and of ING Belgium (hereafter individually "the Party" or, jointly, "the Parties") with regard to the provision, by ING Belgium, of the ING Document Centre services for the benefit of the Client, as well as access to and use of these services and, in particular, the transmission of financial information by ING Belgium to the Client or its User.

The purpose of these ING Document Centre services is to offer the Client and its User the possibility of:

- consulting financial documents, provided via ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services, such as set out in Article 5 of these General Terms and Conditions (hereafter the "Financial Documents");
- downloading these Financial Documents to their computer system;
- uploading Financial Documents to ING's computer system;
- signing online with an electronic signature accepted by ING Belgium for this service, and/or
- requesting that ING Belgium provide these Financial Documents via e-mail or post.

The ING Document Centre services are made available via ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services under the heading "My Documents".

The ING Document Centre services give the Client and

its User the option to sign Financial Documents using an itsme® identified electronic signature.

2. Terminology used in the General Terms and Conditions

Depending on whether the ING Document Centre services are used as part of ING's Home'Bank Business'Bank or Telelink@Isabel services, the definitions given in Article 1.2 of the general terms and conditions of Home'Bank/Business'Bank services appended to ING's General Regulations) or the general terms and conditions of Telelink@Isabel services, apply to these General Terms and Conditions.

For the purpose of these General Terms and Conditions, the term "Transaction", defined in Article 1.2 of the General Terms and Conditions of ING Client Services/Home'Bank/Business'Bank or the general terms and conditions of Telelink@Isabel services, must be understood to mean the consultation and downloading of Financial Documents, signature of these using an identified electronic signature and/or uploading these via the ING Document Centre services.

3. Applicable legal framework

These General Terms and Conditions are in addition to the "General Regulations" of ING Belgium, the "General Terms and Conditions of ING's ING Client Services/Home'Bank/Business'Bank (appended to the General Regulations of ING), the general terms and conditions of Telelink@Isabel services and ING's Special Regulations for Payment Transactions, and form an integral part of the Home'Bank/Business'Bank or Telelink@Isabel Agreement concluded in the name and on behalf of the Client.

Furthermore, the technical documentation on the use of the ING Document Centre services is in addition to the Technical Documentation on the use of the ING Client Services/ Home'Bank/Business' Bank and Telelink@Isabel services and forms an integral part of the Home'Bank/Business' Bank or Telelink@Isabel Agreement signed in the name and on behalf of the Client.

The rules, contracts and agreements applicable between the Parties (in particular, the general terms and conditions of Home'Bank/Business'Bank or Telelink@Isabel services and the aforementioned ING regulations) continue to apply in their entirety to the ING Document Centre services, unless expressly

provided for otherwise in these General Terms and Conditions.

In this way, unless expressly provided for otherwise in these General Terms and Conditions, the Client and its User may access and use the ING Document Centre services under the same conditions and according to the same terms as those set out in the general terms and conditions of the Home'Bank/Business'Bank or Telelink@Isabel services. Furthermore, unless expressly stipulated otherwise in these Regulations, the rights and obligations of each Party (in particular in terms of security) as well as their liabilities with regard to access and use of the ING Document Centre service, specifically in the event of theft, misappropriation or unauthorised use of the means of access and use of the Home'Bank/Business'Bank service, proof of consultation, maintenance and availability of the ING Document Centre service are governed by the of the Home'Bank/Business'Bank or Telelink@Isabel Services General Terms and Conditions.

Except insofar as expressly provided for otherwise in the technical documentation on the use of the ING Document Centre services, the provisions of these General Terms and Conditions, the Technical Documentation on the use of the Home'Bank/Business'Bank or Telelink@Isabel services, the general terms and conditions of Home'Bank/Business'Bank or Telelink@Isabel services, the General Regulations of ING and the ING Special Regulations for Payment Transactions continue to apply in their entirety to the ING Document Centre services.

These General Terms and Conditions do not affect the other regulations and agreements applicable to methods of transmission (including transmission by e-mail or by post) of Financial Documents other than the method provided for within the context of ING Document services, provided such other methods have been agreed or shall be agreed between ING Belgium and the Client.

4. Subscription or membership of ING Document Centre Services

Any access or use of ING Document Centre services by a User is subject to such User's subscription or membership of ING's Home'Bank/Business'Bank or Telelink@Isabel services, as a Client or acting in the name and on behalf of a Client, or by the Client in the name and on behalf of which the User acts.

Any subscription or membership of ING's Home'Bank/Business'Bank or Telelink@Isabel services includes subscription or membership of the ING Document Centre services, including these General Terms and Conditions. By such subscription or membership, the

Client authorises any User, appointed by it in accordance with Article 6 of the General Terms and Conditions, to access and use the ING Document Centre services for the purpose of consulting some or all of the Financial Documents, in accordance with the provisions of the General Terms and Conditions. It is not possible to request access to and use of the ING Document Centre services in any manner other than the method outlined above.

5. Communication of financial documents via the ING Document Centre Services

The ING Document Centre services are an integral part of ING's Home'Bank/Business'Bank services as defined in Article 2 of the general terms and conditions of the Home'Bank/Business'Bank services and the Telelink@Isabel services as defined in Article 2 of the general terms and conditions of the Telelink@Isabel services.

For the purpose of the ING Document Centre services accessible via the Business'Bank or Telelink@Isabel services, financial, general or specific, personal or not, documents (named "Financial Documents" in these General Terms and Conditions) are made available to the Client or his/her User, in particular the following¹:

1. Tax certificate - Investment loans
2. Tax certificate - Business loans
3. Tax certificate - ING holiday pay loan
4. Tax certificate - ING end-of-year bonus loan
5. Tax certificate - Advance payments of tax loan
6. Electronic inventory file for incorporation in accounts
7. Electronic budget file for incorporation in accounts
8. Statement of credit facilities not yet consolidated into a loan
9. Schedule of borrowings
10. Debt changes
11. Projection of debt servicing costs - broken down by functional code
12. Projection of debt servicing costs - broken down by due date
13. Statement of principal repayments
14. Statement of interest on loans
15. Debt position - loans fully repaid during the financial year
16. Detailed debt position
17. Debt position - debt dashboard
18. Amortisation schedule
19. Statement of borrowings for which rate conditions were revised
20. Certificate confirming bank identity
21. Bank certificate for auditor
22. Identification form for actual beneficiaries (copy)

- 23. Withholding tax certificate
- 24. "Payer" SEPA transfer form in euros
- 25. "Payee" SEPA transfer form in euros
- 26. Statement of loans granted

¹Indicative list compiled on 1 July 2016 and subject to change by ING without notice.

- 27. Statement of guarantees provided to the Bank
- 28. Certificate confirming no outstanding loan
- 29. Certificate confirming no guarantee has been provided to the Bank
- 30. Solvency statement
- 31. Certificate confirming remaining balance on outstanding loan
- 32. Certificate confirming absence of any late payments for outstanding loans
- 33. Tax certificate for a loan
- 34. Loan amortisation schedule

For the purpose of the ING Document Centre services accessible via the Home'Bank services, financial, general or specific, personal or not, documents (named "Financial Documents" in these General Terms and Conditions) are made available to the Client or his/her User, in particular the following⁴:

A) 1. Financial documents related to a mortgage loan:

- a) Annual tax certificate for mortgage loans
- b) Basic annual tax certificate for mortgage loans
- c) Copy of the loan offer
- d) Mortgage loan amortisation schedule

B) 2. Financial documents related to a securities account:

- a) Securities Account initial contract (and amendments)
- b) Kronos investment solution: subscription and adequacy report
- c) Anthea: investment solution: subscription and adequacy report
- d) Discretionary portfolio management contract
- e) Investment advice contract
- f) Breakdown of investment purchase and sale orders
- g) Conditions
- h) Mifid Mandate
- i) Adequacy report
- j) Tax on Securities account
- k) Framework and basic agreement concerning

"distance selling" services

C) 3. Financial documents linked to the Client and ING relationship:

- a) Investor profile
- b) Mifid knowledge and experience
- c) CRS Reporting information letter
- d) Fatca Reporting information letter
- e) Statement of dividends

D) 4. Financial documents related to consumer credit:

- a) Overdraft facility contract – ING Cash Reserve
- b) Installment loan Contract
- c) Salary transfer deed
- d) Amortization table
- e) Questionnaire for ING Consumer Credit
- f) Direct Debit
- g) Delivery attest
- h) General conditions on ING Consumer Credit
- i) Instruction letter for contractual documents

E) 5. Financial documents related to an insurance policy:

a) Annual tax statements related to fixed-capital Life Insurance, Outstanding Balance Insurance for various loans and Outstanding Balance Insurance for a mortgage loan.

F) 6. Financial documents related to savings and investment insurance or related to an investment:

a) Annual statements related to ING Life Star Plan, ING Life Pension Plan, ING Life Savings Plan, ING Life Savings Plan Junior, ING Life Optima, ING Optima Invest, ING Optima, Star Life, Horizon 18+ Plan, ING Lifelong Income, ING Life Invest, ING Future Life, ING Life Personal Protected, ING Life Cycle, ING Life Xtra, ING Life Fund, ING Life Premium, ING Life Selected Fund, ING Life Long-term Savings Plan, ING Star Life Savings-Pension, ING Life long-term Savings Pension Plan and ING Life Star Savings-Pension Plan;

b) Annual tax statements related to ING Star Life, ING Life Plan, ING Life Star Plan, ING Life Pension Plan, ING Star Fund;

c) Adequacy reports related to ING Life Star Plan, ING Life Pension Plan, ING Life Long Income, ING Life Invest.

According to the possibilities offered by ING Belgium for the purpose of the ING Document Centre services, the Client or his/her User can, with regard to the aforementioned Financial Documents:

- Download them (including simply opening them temporarily) in the PDF electronic format;
- Sign them using an identified electronic signature;
- Ask ING Belgium to send them by post, on paper and/or
- Ask ING Belgium to send them by e-mail, in the PDF electronic format.

All the possibilities mentioned above are not necessarily available for all the Users of the relevant Client and/or for all Financial Documents. Likewise they are not necessarily available for all the Home'Bank services as for the Business'Bank services or again for the Telelink Online services (of Telelink@Isabel). In this regard please refer to the General Terms and Conditions applicable to the relevant Home'Bank/Business'Bank or Telelink Online services (of Telelink@Isabel).

However the Client or his/her User may, whatever the case, ask ING Belgium, notwithstanding the ING Document Centre services (e.g. from their ING Belgium branch) to send the relevant Financial Documents in writing, subject to payment of the relating costs.

The Financial Documents shall be transmitted in accordance with any specific procedures, methods and forms (templates, frequency, etc.) indicated by the User when requesting a Financial Document as part of the ING Document Centre services.

Where no specific procedures, methods or forms are indicated, the Financial Documents shall be communicated in "PDF" electronic format and can be opened using a recent version of Adobe Acrobat Reader.

Electronic mail shall only be sent to the e-mail or postal addresses communicated by the User when asking for a Financial Document through the ING Document Centre services or, where appropriate, known to ING Belgium, according to the terms stipulated by ING Belgium under the ING Document Centre services.

Where no e-mail or post or an unreadable or incomplete e-mail or post was received, the User shall notify ING Belgium accordingly as soon as

possible. Upon receipt of such notification from a User, ING Belgium undertakes to communicate the above-mentioned Financial Documents by any means of transmission ING Belgium deems appropriate.

However, where no such notification is provided to ING Belgium, the above-mentioned Financial Documents shall be deemed to have been received by e-mail or post, in a timely and readable and complete manner. ING Belgium shall not be required to prove the sending of e-mails in any other manner.

6. Users authorised to consult Financial Documents

6.1. For the Business'Bank or Telelink@Isabel services

Unless otherwise agreed with the Client, only Users duly authorised in accordance with this Article 6.1. are permitted to access and use the ING Document Centre services for the Business'Bank or Telelink@Isabel services and, therefore, to consult, download and/or request the sending by e-mail or post of the Financial Documents aforementioned below as part of the ING Document Centre services.

Users who, for an account held with ING Belgium for which the Client is the holder or joint holder, have general or electronic sole signing authority and without limit in terms of the maximum permitted transaction amounts and/or the type of transactions, are authorised to sign, download and/or request, on their own, the sending by e-mail or post of Financial Documents as defined in Article 5 of these General Terms and Conditions.

Similarly Users who, for an account held with ING Belgium for which the Client is the holder or joint holder, have general or electronic sole signing authority and with a limit in terms of the maximum permitted transaction amounts and/or the number of signatures required to carry out transactions but without any limit in terms of the types of transactions permitted (i.e. who have the authority to transfer payments to all accounts), are authorised to sign, download and/or request, on their own, the sending by e-mail or post of the aforementioned Financial Documents.

However Users who solely have authority to either consult and/or enter details for an account held with ING Belgium for which the Client is a holder or joint holder, or who have general or electronic signing authority, with limits in terms of the types of transactions permitted (i.e. who do not have the authority to make payments to any account but only to certain specified accounts) for any such account, are not authorised to access and use the ING

Document Centre services and may not, therefore, consult, download and/or request the sending by e-mail or post of Financial Documents.

To determine the specific authority and any limits to such User authority (expressed in terms of the maximum permitted transaction amounts, the number of signatures required and/or the types of transactions permitted) as referred to above, reference should be made to the "Management powers" documents (electronic or otherwise) for the account or accounts of which the Client is a holder or joint holder or the different mandate forms (electronic or otherwise) which ING Belgium provides in the appendix to the Telelink@Isabel Contract, as well as any subsequent changes made to such authority and limits.

6.2. For the Home'Bank services

Unless otherwise agreed with the Client, only Users duly authorised in accordance with this Article 6.2. are permitted to access and use the ING Document Centre services for the Home'Bank services and, therefore, to consult, download, sign online and/or request the sending by e-mail or post of the Financial Documents mentioned below as part of the ING Document Centre services.

Only Clients and/or Users who are borrowers or joint borrowers for a mortgage loan with ING Belgium shall have access to the ING Document Centre services for Mortgage Loans and be authorised to consult alone, download alone and/or request alone the sending of via e-mail or post, Financial Documents relating to a mortgage loan as defined in Article 5 of these General Terms and Conditions.

Only Clients and/or Users who are (joint) holders of an account with ING Belgium or legal representatives of a minor or an adult incapable holder of an account with ING Belgium are allowed to consult alone and/or to download alone Financial Documents linked to the relevant account as defined in Article 5 of these General Terms and Conditions.

Only Clients and/or Users who are borrowers or joint borrowers of consumer credit with ING Belgium are authorised to consult alone, download alone and/or request alone the sending by email or post of Financial Documents related to consumer credit as defined in Article 5 of these General Terms and Conditions.

Only ING Clients and/or Users who have signed the Financial Documents linked to the ING-Client relationship are authorised to consult alone and/or

download alone such Financial Documents linked to the ING-Client relationship as defined in Article 5 of these General Terms and Conditions.

7. Quality of ING Document Centre services and value of Financial Documents

ING Belgium takes the utmost care to ensure the quality of the ING Document Centre services, in terms of both content and user-friendliness. It takes reasonable steps to obtain correct, up-to-date data. ING Belgium may, therefore, without prior notice to the Client, modify the information provided in the ING Document Centre services and, to that end, suspend access to some or all of the ING Document Centre services.

The Financial Documents made available or communicated to the Client, its User or a third party designated by them are provided by ING Belgium or by third parties. They are provided without any guarantee and without any liability on the part of ING Belgium or other companies of the ING Group in Europe, except in case of gross negligence or intentional wrongdoing on their part.

The Financial Documents made available or communicated to the Client, its User or a third party designated by them as part of the ING Document Centre services are only valid for the date on which they are communicated and, unless otherwise indicated, do not include any subsequent modifications made to the data concerned of which ING Belgium was aware at the time of the communication, nor any changes to legislation or regulations (in particular tax-related) in force at the time of the communication. ING Belgium cannot guarantee the accuracy, absence of errors, exhaustive and/or up-to-date nature of such Financial Documents.

Such Financial Documents are provided solely for the purpose of information, irrespective of any contractual relationship and/or unilateral undertaking by ING Belgium. They may not, under any circumstances, be considered a recommendation, advice, or a direct personal solicitation to sell and/or buy banking, financial, insurance or other products or services. They simply constitute a criterion of assessment for the Client or User who is free to decide and is solely, exclusively and fully liable for the use it makes of such Financial Documents and for the consequences of its decisions.

Any Financial Documents constituting offers by ING Belgium or any other company of the ING Group in

Europe are, whatever the case, prepared subject to acceptance of the Client's application by ING Belgium or, in the case of insurance, by the relevant insurance company.

The provisions of Article 7 only apply where there are no express stipulations to the contrary regarding the ING Document Centre services.

ING Belgium branches are available to provide any additional information required by the Client or its User and may also make personalised offers. The Client or its User is, naturally, free to accept or reject any offer communicated to it by ING Belgium.

8. Availability of the ING Document Centre services

Insofar as it is able, and in accordance with the limits laid down in the above paragraph, ING Belgium shall make ING Document Centre services accessible 24 hours a day, 7 days a week.

However, ING Belgium does not undertake to provide continuous, uninterrupted and secured access to the ING Document Centre services. Furthermore, ING Belgium reserves the right to suspend, at any time and without prior notice, access to the ING Document Centre services where there is a risk of abuse or fraud or to carry out maintenance or make improvements or changes to the ING Document Centre services. ING Belgium shall endeavour to limit the duration of any such interruptions and to inform the Clients of their duration.

Without prejudice to any additional damages, ING Belgium also reserves the right to prohibit, at any time and without prior notice, access by the Client to all or part of the ING Document Centre services for the following reasons: breach of these General Terms and Conditions, use of the ING Document Centre services for illegal or immoral purposes or an attack on the integrity, security or reputation of the ING Document Centre services.

9. Means of use of the ING Document Centre services

The ING Document Centre services are digital services available as part of ING's Home'Bank/Business'Bank or Telelink Online (in Telelink@Isabel) services through the electronic transmission of data between ING Belgium and the Client. They are provided by ING Belgium via its computer systems (in particular its software, servers and network) and are intended for Clients with a compatible computer system in accordance with the general terms and conditions of ING's Home'Bank/ Business'Bank or Telelink@Isabel

services (hereafter "the computer system" in these General Terms and Conditions) which enables use of ING's computer systems for the purpose of using the ING Document Centre services.

Users shall ensure that their computer systems comply with the specifications set out in the general terms and conditions of ING's Home'Bank/Business' Bank or Telelink@Isabel services and, more specifically, in the Technical Documentation on the use of these ING services.

Each Party is solely liable for obtaining, installing, maintaining and using its own computer (including web browser, operating system, Adobe Acrobat reader software) and telecommunications (including connections) equipment which enables use of the ING Document Centre services, in particular the downloading of electronic Financial Documents or the transmission of such Financial Documents by e-mail, and accepts all liability for any costs directly or indirectly related thereto (including the cost of communications).

Access to and use of the ING Document Centre services also requires the use of security measures for ING's Home'Bank/Business'Bank or Telelink@Isabel services, in accordance with the general terms and conditions for these services.

10. Liabilities of the Parties

The Client and its User choose, with full knowledge of the facts, the technical methods and procedures to ensure the transmission of Financial Documents by ING Belgium as part of these General Terms and Conditions.

The Client and its User are aware of, and/or have been informed, and accept the risks inherent in the communication of information (by downloading or by e-mail or post, etc.), as part of the ING Document Centre services, via a public communications network such as the internet, in particular in relation to identifying the senders of e-mails, the integrity and availability of such e-mails as well as the confidentiality of the communication (e.g. transmission to an incorrect recipient or incorrect or mistaken transmission of information due to a failure in electronic communications networks, as a result of a third party or an event beyond ING's control, hacking, transmission of viruses or other malicious programs ("spyware", etc.), delayed transmission, hacking, etc.).

With regard in particular to the aforementioned risks, most notably the misuse and falsification of

electronic documents (including e-mails), the Client and its User are aware of, and/or have been informed, and accept the risks of complaints by third parties (the authorities, etc.) or ING Belgium with regard to the Financial Documents made available or communicated by ING Belgium. ING Belgium is unable and does not guarantee that such Financial Documents made available or communicated by ING Belgium can be relied upon as proof against third parties or ING Belgium. In case of doubt, the Client or its User is asked to request written confirmation from ING Belgium.

The Client and its User agree that choosing the electronic transmission of Financial Documents in the electronic format specified in Article 3 of these General Terms and Conditions, whether via download or via e-mail or post, offers satisfactory security and is in keeping with its requirements and expectations as well as the state of technology. They consequently waive any right to contest such a choice and therefore discharge ING Belgium from any and all liability arising therefrom, except in case of gross negligence or intentional wrongdoing on the part of ING Belgium.

ING Belgium undertakes to take reasonable steps to communicate the Financial Documents to the Client, its User or a third party designated by them by e-mail or post or to enable the downloading of the Financial Documents by the Client or its User. However, ING Belgium shall only be bound by a best efforts obligation in this regard.

Except in case of gross negligence or intentional wrongdoing on the part of ING Belgium, the latter may not be held liable for the harmful consequences resulting from a failed transmission (via download or e-mail or post) or defective Financial Documents (in particular resulting from improper, incorrect or delayed transmission via internet).

Except in case of intentional wrongdoing on its part ING Belgium is not, moreover, liable for any indirect loss, in particular, but not limited to, any loss of data, loss of earnings, loss of profit, loss of opportunity or expected savings, the cost of obtaining an equivalent service or product or any damage to reputation.

ING Belgium may not be held liable for any delay or hindrance to the transmission of Financial Documents due to circumstances beyond its control, acts by any third parties on which the Parties must rely for such transmission (e.g. the operator of a public telecommunications network) or as a result of force majeure events.

ING Belgium may not be held liable where the Financial Documents transmitted to the Client, its User or a third party designated by them are received, opened or disclosed to someone other than the recipient, nor for any use made by such person of the Financial Documents.

The Client and its User each undertake, at their own expense, to take all precautionary measures required for the protection of their computer systems (including e-mail) and their Financial Documents once downloaded or received by e-mail or post (protection with regularly changed passwords, virus and malware protection, internal guidelines relating to protection, protection with firewalls, meticulous verification of e-mail or postal senders, etc.) and remain solely liable.

The Client and its User are also solely liable for any consequences arising from failure to respect security measures by itself, its Users, personnel, employees or any third parties, except in case of gross negligence or intentional wrongdoing on the part of ING Belgium.

The Client undertakes to inform any Users or third parties authorised by it to download or receive by e-mail or post Financial Documents, of the obligations by which they are bound under these General Terms and Conditions, in particular those relating to the terms of use of ING's electronic services and the security measures used for these services. The Client is responsible for ensuring compliance by the aforementioned Users or third parties with these obligations and, more specifically, for proper use of the ING Document Centre services and for protection of the confidentiality of the security measures for the services.

11. Proof of communication of Financial Documents

Unless otherwise established, proper transmission of Financial Documents and their receipt by the Client, its User or a third party designated by them shall be proven by ING Belgium by means of the reproduction on paper, microfilm, microfiche, CD-ROM or on any other reliable medium, of its log files containing the content of Financial Documents and e-mails as transmitted by it.

ING Belgium is not required to retain e-mails exchanged in the format in which they were originally transmitted or received, beyond a period of twelve months.

12. Property and intellectual property rights

ING Belgium retains all property rights and intellectual property rights over the ING Document Centre services and over all constituent elements, in particular, but not limited to, texts, illustrations, layout and computer programs.

The Client benefits from a non-exclusive licence to use the ING Document Centre services. However, no property rights or other intellectual property rights are transferred to the Client. This licence solely confers the Client with the right to access and consult the content of the ING Document Centre services and to use, in a normal manner, the services offered, solely for its personal needs.

Any extraction and/or reuse of all or a qualitatively or quantitatively substantial part, in any form whatsoever and by any means whatsoever, of the content of the ING Document Centre services is strictly prohibited without prior, written authorisation from ING Belgium. Similarly, repeated, systematic extraction and/or reuse of non-substantial parts of the content of the ING Document Centre services, in any form and by any means whatsoever, is only permitted as part of the normal use of the ING Document Centre services and may not cause undue harm to ING's legitimate interests.

The trademarks, designations and logos, whether or not registered, present on the ING Document Centre services are the exclusive property of ING Belgium or other companies and may not be reproduced. The Client may not, in particular, use them as meta-tags on other websites.

13. Charges for use of ING Document Centre services

Any charges applicable for subscription and membership of ING Document Centre services are indicated in the lists of charges applied to the main banking operations published by ING Belgium and are available from, among others, any ING Belgium branch and via the ING Client Services/Home'Bank/Business'Bank information services. They are also communicated to the Client or its User before subscribing or becoming a member of ING Document Centre services.

Such charges may stipulate, for subscription or membership of ING Document Centre services, the payment of annual fees. As such fees become due and are applied from the time of subscription or membership of the ING Document Centre services by the Client or in the name or on behalf of the Client and, then, on each anniversary date of subscription or membership.

Any charges for ING Document Centre services are separate from any charges for Home'Bank/Business'Bank services.

The charges applicable for use of the ING Document Centre services and, more specifically, for requesting a Financial Document, are indicated in ING's Home'Bank/Business'Bank and Telelink@Isabel services and are communicated to the Client or its User prior to the confirmation of any request for a Financial Document as part of ING Document Centre services.

Such lists of charges are only valid as from the date they are published.

They do not constitute a binding offer on the part of ING Belgium, unless they are communicated to the User in a subscription or membership form.

The Client authorises ING Belgium to automatically debit the aforementioned annual fees for ING Document Centre services, as well as any applicable fees, from the reference account indicated in the Home'Bank/Business'Bank or Telelink@Isabel Agreement, in accordance with the charges in force, for any request for a Financial Document as part of the ING Document Centre services.

14. Protection of personal data

Any data communicated as part of the ING Document Centre services is processed by ING Belgium S.A./nv, avenue Marnix 24, 1000 Brussels, as data controller, for the following purposes: accounts and payments, asset management (investments), credits, intermediation services (insurance, leasing or other products or services of partner companies; list available on demand), centralising customer management, marketing of banking, financial (including leasing) and insurance (unless the private individual concerned has objected on request, free of charge, to direct marketing), global overview of clients, monitoring the regularity of transactions and preventing irregularities.

Furthermore such data shall be communicated to the other companies of the ING Group in the European Union exercising banking, insurance or financial (including leasing) activities (list available on request) for the purpose of centralising customer management, marketing (unless the relevant person objects, upon request and free of charge, to direct marketing), a global overview of the Client, as well as providing services (where appropriate) and controlling the regularity of transactions (including the prevention of irregularities).

Certain data (last name, first name, date of birth,

legal address and document to be signed) are also sent to Connective SA (Wapenstraat 14 Bus 301, 2000 Antwerp, if the itsme® identified electronic signature is used.

Any private individual may consult the data relating to them and have it corrected. They may also request erasure of this data or limitation on processing and object to the processing thereof. Lastly, they have the right to portability of data.

For further information, the Client or User may consult Article 6 (Protection of Personal data) of the General Regulations, Article 11 (Protection of Personal data) of the general terms and conditions for ING's Home'Bank/Business'Bank services and Article 11 (Protection of Personal data) of the general terms and conditions for ING's Telelink@Isabel services.

15. Amendments to the general terms and conditions and charges for ING Document Centre services

ING Belgium reserves the right to amend, at any time, these General Terms and Conditions and the charges relating to the use of ING Document Centre services in accordance with ING's General Regulations.

16. Duration and termination of ING Document Centre services

Subscription or membership of the ING Document Centre services by, or in the name and on behalf of, the Client takes effect on the date of the subscription or membership and is valid for an indefinite period.

Either the User, Client or ING Belgium may terminate access by the Client and/or its User to the ING Document Centre services at any time, at no cost and without justification.

Nevertheless, as the ING Document Centre services are an integral part of ING's Home'Bank/Business' Bank or Telelink@Isabel services, termination of the ING Document Centre services is only possible where ING's Home'Bank/ Business'Bank or Telelink@Isabel services are terminated. In this way, notwithstanding the provisions of these Regulations, the User, the Client or ING Belgium may only terminate the ING Document Centre services under the same conditions and using the same methods as those set down for termination of the Home'Bank/Business'Bank or Telelink@Isabel Agreement in the general terms and conditions for ING's Home'Bank/Business' Bank or Telelink@Isabel services.

ING Belgium may also, at any time, at no cost and without justification, cease making certain Financial Documents available via the ING Document Centre services, subject to at least fifteen calendar days' advance notice, sent to the Client via a dated notice included with the Client's account statements, by letter or by another durable medium, with the notice period beginning from the date of sending of the notification to the Client.

Furthermore ING Belgium may, at any time and without notice, terminate subscription or membership of the ING Document Centre services or suspend all or part of the services where the User or Client is in serious breach of its obligations towards ING Belgium or is deemed to be insolvent or has been declared bankrupt or been put into liquidation or is the subject of a similar procedure, without prejudice to any additional damages.

The closing of any accounts with ING Belgium or the termination of any Home'Bank/Business'Bank Agreements linked to ING Document Centre services automatically terminates use of the ING Document Centre services for the accounts and Home'Bank Business'Bank Agreements in question. Where all accounts with ING Belgium linked to ING Document Centre services are closed or where all Home'Bank/Business'Bank Agreements linked to ING Document Centre services are terminated, subscription or membership of the ING Document Centre services automatically comes to an end.

Except in case of force majeure or a serious breach by the User or Client of its obligations towards ING Belgium, termination of ING Document Centre services or the removal of Financial Documents made available via the ING Document Centre services by ING Belgium, in accordance with this Article, shall in no way impact the right of the User or Client to seek compensation for any proven prejudice resulting from any such termination. Similarly, the User or the Client can invoke this right if the subscription or membership is terminated by him/her due to ING Belgium changing the contractual framework unilaterally in accordance with Article 15 or due to serious or deliberate error on the part of ING Belgium, as substantiated by him/her.

Where the subscription or membership of ING Document Centre services is terminated by ING Belgium as a result of a serious breach by the User or Client of its obligations towards ING Belgium or where the subscription or membership of ING Document Centre services is terminated by the User or Client, ING Belgium shall not be required to refund, in whole

or in part, any annual fee applicable in accordance with Article 13 of the General Terms and Conditions.

17. Applicable rules and competent authorities

These General Terms and Conditions are governed by Belgian law^[1].

The provisions of these General Terms and Conditions apply without prejudice to any applicable binding or public policy statutory or regulatory provisions.

The invalidity of any provision of these General Terms and Conditions shall not affect the validity, scope and binding nature of the remaining provisions.

The courts and tribunals of the judicial district of Brussels shall have sole jurisdiction in the event of any dispute in relation to the ING Document Centre services, except in cases where the competent courts are designated by binding or public order statutory or regulatory provisions (in particular where the Client is a consumer).

Appendix 4 : General Terms and Conditions of the ING Access Card debit card

1. Terminology used in the General Terms and Conditions

The following terms are used in the provisions below:

- **"The debit card"**: refers to the ING Access Card in all the Articles relating to the electronic functions linked to such debit card.
- **"The Bank"**: designates ING (Belgium) S.A., Avenue Marnix 24, 1000 Brussels - Brussels RPM/RPR - VAT BE 0403.200.393. BIC (SWIFT): BBRUBEBB – IBAN Account: BE45 3109 1560 2789, www.ing.be, insurance broker registered with the FSMA under number 0403200393, card issuer and manager of transactions carried out over the ING network.
- **"The insurers"**: the insurance companies for which ING Belgium acts as an intermediary. An up-to-date list of the insurers can be obtained upon request to ING Belgium.
- **"equensWorldline"**: designates equensWorldline S.A. (Banksys) – 1442, Chaussée de Haecht, 1130 Brussels, management company of transactions made over the Bancontact network as well as Maestro transactions .
- **"MasterCard Europe" and "Maestro"** designate MasterCard Europe SRL, Chaussée de Tervueren 198A, 1410 Waterloo which manages the network of cash dispensers and terminals which make up the MasterCard network.
- **"Bancontact"**: designates Bancontact S.A., Rue d'Arlon 82, 1040 Brussels which manages the network of cash dispensers and terminals which make up the Bancontact network.
- **"Account holder"**: designates the private individual(s) or legal entity(ies) who is/are the holder(s) of the account(s) to which the card is linked.
- **"Debit Card Holder"**: designates the private individual in whose name the Bank issues the debit card.
- **"Order"**: any instruction requesting the execution of a banking, financial or insurance transaction and/or any request for the conclusion (subject to approval by the Bank or by an insurer and to mutual agreement), or any acceptance of a contract for banking, financial or insurance products or services.
- **Transaction**: any transaction, whether a payment transaction, a financial instrument transaction or any other banking, financial or insurance transaction, or even any banking, financial or insurance product or service contract which can be the subject of an Instruction.
- **"Payment Transaction"**: the action consisting in depositing, transferring or withdrawing funds irrespective of any obligations between the parties involved in the transaction underlying the Payment Transaction.
- **"Consumer"**: the private individual who, for the purpose of using the payment service, acts with a goal other than their commercial or professional activity.
- **"Durable Medium"**: any instrument allowing the card holder or the account holder to store information which is sent to him/her personally to enable them to refer to it subsequently for a period of time in keeping with the purposes for which the information is intended and which allows identical reproduction of the information stored
- **"Authentication"**: a procedure allowing the Bank to verify the identity of the debit card or account holder, or the validity of use of a specific payment instrument, including use of the debit card holder's personalised security credentials.
- **"Strong Customer Authentication"**: authentication based on the use of two or more elements categorised as knowledge (something only the user knows, such as a PIN), possession (something only the user possesses, such as a bank card) and inherence (something the user is, such as a fingerprint) that are independent, in that the breach of one does not compromise the reliability of the others, and is designed in such a way as to protect the confidentiality of the authentication data.
- **"Personalised Security Credentials"**: personalised

features provided to the card holder by the Bank for authentication purposes.

2. Legal framework applicable

Unless otherwise indicated in these General Terms and Conditions, the provisions of the General Regulations of the Bank (in particular its annex including the General Terms and Conditions of the ING Client Services/ Home'Bank/Business'Bank /Extrabranche Mobility services), ING Banking Terms and Conditions and the Special Regulations for Payment Transactions, as well as, where appropriate, the regulations of regulated ING savings account(s) concerned, or where appropriate, the general terms and conditions for the insurance policy concerned of the insurer concerned apply to the card.

3. Debit card applications – Providing debit cards and PINs

3.1. Debit card applications are made by the card holder.

The Bank reserves the right to refuse to issue a card without having to explain its decision.

The debit card is issued either to a person who has a product or service offered and/or provided by the Bank or by its intermediary (in particular an insurance product) or to a person who only has power of attorney for (an) account(s) opened with the Bank. In the case of issuing the debit card to the proxy for an account, the latter however is authorised to use it in the name and on behalf of the holder of the account concerned or on his/her own behalf in the context of personal use not relating to the above-mentioned account.

The debit card issued is automatically linked to all the accounts for which the card holder is either the holder or the proxy.

The signing of the application to grant the debit card and services which can be linked to it implies acceptance of these General Terms and Conditions as well as, provided the card holder is the holder of or proxy for an account held with the Bank, the General Regulations of the Bank, the Special Regulations for Payment Transactions and, where appropriate, the regulations of the regulated ING savings account(s) concerned.

3.2. The debit card is posted to the card holder or held for collection from an ING Belgium branch.

The existence of special instructions about the

keeping and/or sending of mail does not prevent the posting of the debit card and/or any means which allows its use.

When the debit card is posted, the holder has 30 days from the notification by letter or by text message of the posting of the debit card to report its non-receipt by contacting ING's call centre. When a debit card is made available at a branch of the Bank, the card holder can, either at the time of the debit card application, or when ING Belgium notifies the availability of the debit card at the branch, request that the debit card be sent to the address he/she shall have indicated, either in Belgium or abroad. However the Bank reserves the right to refuse to dispatch the debit card and to keep it for collection from its branches. The Bank can only respond to a request to dispatch a debit card from the Card Holder if it is accompanied by the appropriate form, duly completed and signed by the Card Holder. The Bank shall send the debit card by registered delivery with acknowledgement of receipt at the Card Holder's request. The costs of dispatching the card are borne by its Holder.

The Bank accepts responsibility for dispatching the debit card and/or any means (PIN number, etc.) which allow its use.

Once the debit card and/or means allowing its use have been delivered, the card holder is responsible for it, in accordance with Article 9.1 of these General Terms and Conditions.

The proof of the dispatch and of the receipt of the debit card and/or of the means which allow its use falls on ING Belgium. The card holder has the right to prove the contrary through any legal channel.

3.3. After receiving the debit card, the card holder:

- Shall either receive a PIN by SMS, having requested this in accordance with the procedure set out for him/her by ING Belgium in the letter sent with his/her card
- Shall either receive at his/her home a sealed envelope inside which the PIN with which the card can be used is printed
- Or can make up his/her own PIN, at the branch when the debit card is delivered.

Such PINs are strictly personal and may not be communicated to anyone, without prejudice to the right of the card holder to use the services of a payment initiation or account information service provider who is duly authorised to carry out this activity. A PIN can only be used with the debit card to

which it is linked.

The card holder can change his/her PIN at certain Bancontact dispensers in Belgium and at Self'Bank terminals. When the card holder changes his/her PIN, he/she takes care to abide by the Cautionary Advice annexed to these General Terms and Conditions. If the holder forgets his/her PIN, a new PIN can be compiled. Such new PIN shall be sent to the card holder's home address.

3.4. The debit card remains the property of the Bank.

4. Functions of the debit card and services linked to the debit card

4.1. Services which require a PIN

A. Everyday transactions at ING Belgium branches: with their debit card and PIN, card holders can carry out, at any ING branch in Belgium, any everyday banking transaction, in all the accounts, including ING savings accounts, for which he/she is the holder or proxy. However, such transactions are limited to the funds available on the account firstly, and to an amount per transaction set by mutual agreement between the card holder and the Bank secondly. The card holder can also conclude contracts for banking, financial or insurance products or services offered at any ING Belgium branch, both in the name and on behalf of the account holder, in accordance with his/her power of attorney, and in his/her name and on his/her own behalf.

Transactions made from ING regulated savings account(s) are however limited to withdrawals and transfers to current account(s) held with the Bank in the name of the same holder as the ING savings account(s) or to any other regulated savings account(s) opened with ING Belgium in the name of the same holder as the ING regulated savings account(s), of his/her spouse or a second-degree relative, domiciled at the same address as the holder.

In addition to the provisions of these General Terms and Conditions, the special rules applicable to payment transactions carried out at ING Belgium branches are stipulated in the General Regulations and in the Special Regulations for Payment Transactions as well as, where appropriate, in the regulations of the ING regulated savings account(s) concerned. In addition to the provisions of these General Terms and Conditions, the special rules applicable to transactions relating to insurance products carried out in ING Belgium branches are set out in the general terms and conditions of the

insurance product concerned of the insurer concerned.

B. Transactions carried out via the ING Client Services/ Home'Bank/ Business'Bank/ING Banking/ Extrabranh Mobility services: with his/her debit card and his/her PIN, the card holder can access the Bank's ING Client Services/Home'Bank/ Business'Bank/ING Banking/ Extrabranh Mobility services to carry out any transaction which is offered there, including concluding contracts in the name and on behalf of the account holder as well as in his/her name and on his/her own behalf.

In addition to the provisions of these General Terms and Conditions, the special rules applicable to payment transactions carried out via the ING Client Services/ Home'Bank/ Business'Bank/ING Banking/ Extrabranh Mobility services are set out in the General Regulations (in particular its annex including the General conditions of the ING Client Services/ Home'Bank/Business'Bank Extrabranh Mobility services), the ING Banking Terms and Conditions and in the Special Payment Transaction Regulations, as well as, where appropriate, in the regulations of the ING regulated savings account(s) concerned. In addition to these General Terms and Conditions, the special rules applicable to transactions relating to insurance products carried out via the ING Client Services/ Home'Bank/Business'Bank/ING Banking /Extrabranh Mobility services are set out in the general conditions for the insurance policy concerned of the insurer concerned.

4.2. Even if the debit card bears the Maestro and Bancontact logo, transactions carried out on the Maestro or Bancontact network, in particular payment or cash withdrawal transactions via Maestro and Bancontact dispensers or terminals, are not available.

5. Spending limits

5.1. Transactions made at electronic terminals, cash dispensers and Bancontact terminals, Maestro dispensers and terminals in Belgium and abroad are carried out within limits of the available balance on the account firstly, and within the utilisation limits, per transaction and per 7-day period (and per day for cash withdrawals), set at the time of the card application, for the debit card and the account secondly plus, in the case of transactions outside Belgium, within the limits set by the local network manager.

When the spending limit is reached, or when the available balance on the account is insufficient, the

payment transaction will be refused. The card holder will be notified immediately by a message displayed on the payment terminal, the ING electronic terminal or cash dispenser.

5.2. The current utilisation limits are notified to the card holder at the time of the card application. Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can, at the card holder's request, and with ING's agreement, be adapted according to his/her own needs.

Furthermore, the card holder can, within the limit of the abovementioned minimum and maximum amounts, apply to change the applicable ceilings in the following cases:

- 1° following the theft, loss, misappropriation or any unauthorised use of the debit card and/or the means for its use;
- 2° in the case of charging up to the account statements of any transaction carried out without his/her agreement.

Within the minimum and maximum amount limits set by the Bank and notified to the card holder, the applicable ceilings can also, at the card holder's request be adapted twice a year.

The account holder can:

- reduce or increase certain utilisation limits either via the ING Banking services or via a telephone call to the Customer Services Department;
- enter certain limits temporarily valid from 1 to 7 days, either via the ING Banking services or via a telephone call to the Customer Services Department.

6. Consent form – Proof of electronic transactions – Irrevocability of orders

6.1. Consent to carry out transactions made by means of the debit card is given through the electronic signature.

6.2. The entering of the 4-digit PIN in the appropriate terminal, plus where appropriate the validation required by the said terminal, is equivalent to the card holder's electronic signature.

The account holder acknowledges that the file resulting from the use of the card holder's signature means constitutes the latter's electronic signature provided it was validated by ING's computer systems and recognised by the latter as having been made by the card holder and the signature means provided by ING Belgium are valid and have not been revoked or

expired.

For all transactions, the account holder accepts that the electronic signature of the card holder – validated by ING's computer systems and recognised as originating from the card holder – meets the conditions for identifying the card holder and content integrity relating to a signature and writing within the meaning of Book 8 of the Civil Code and that a transaction bearing such an electronic signature has the same probative value as a written transaction signed by hand by the card holder and binds the card holder as such.

The card holder accepts that, provided the card holder's electronic signature is validated by ING's computer systems and recognised as originating from the card holder, all transactions bearing the card holder's electronic signature and received by ING Belgium through the channel of electronic services constitute valid and sufficient proof of his/her consent to the existence and contents of the relevant transaction, as well as conformance between the contents of the transaction as transmitted by the card holder and the contents of the transaction as received by ING Belgium.

The above provisions of this Article do not prejudice the right of the account holder and/or the card holder to provide proof to the contrary by any legal means, nor the other provisions of these General Terms and Conditions, in particular Article 9.3, 10° (regarding the burden of proof if disputing a Payment Transaction). Similarly, they do not prejudice the authority of the card holder's proxy or any specific limits on such authority in the "Management Powers" or "Management Mandate" documents (electronic or otherwise) of the account holder or amendments made subsequently to such powers and limits.

6.3. The card holder may not revoke a payment order after the ING Belgium has (have) received it or, in the case of a payment transaction initiated by or through the payee (e.g. the retailer), after the payment order has been transmitted or consent to the execution of the payment order has been given to the payee, in accordance with the provisions of Articles 6.1 and 6.2.

This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

7. Charges for services

7.1. The debit card is free. However, just one debit card shall be delivered per person.

7.2. The use of the debit card *at the counters* of ING Belgium branches and ING electronic terminals as well as via the ING Client Services/ Home'Bank/ Business'Bank/ING Banking/ Extrabranche Mobility services may be subject to a fee (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets).

7.3. The account holder authorises the Bank to automatically debit the ING current account to which the transaction is linked with all the charges applicable in accordance with the current list of charges.

7.4. The applicable charges can be amended by the Bank according to the terms indicated in Article 12.

8. Terms, communication and information content frequency

8.1. At any time in the contractual relationship, the card holder and/or the account holder is entitled to obtain the contractual terms applicable to the services linked to the debit card in paper form or on another Durable Medium. Furthermore they are available on the www.ing.be website

8.2. With a view to enabling the card holder and/or the account holder to reasonably monitor the state of spending made by means of the card and, where appropriate, notification as stipulated in Article 9.1, 1° (notification of unauthorised transactions, errors or irregularities) information about the payment transactions made by means of the debit card is provided to the debit card holder and/or account holder according to the terms and frequency agreed between the parties, at least once a month. Such information relates to:

- Elements which allow the card holder and/or the account holder to identify each payment transaction made by means of the debit card and, where appropriate, information on the beneficiary of the transaction
- The amount of the payment transaction expressed in the currency in which the current account to which the debit card is linked is debited or in the currency used in the payment instruction
- The amount of the total costs applied to the Payment Transaction and, where appropriate, their breakdown
- Where appropriate, the exchange rate applied to the Payment Transaction and the amount of the

Payment Transaction after such currency conversion

- The value date of the debit.

The information shall be communicated through account statements or through any other method agreed between the parties, allowing the information to be stored and reproduced identically.

9. Respective obligations and liabilities of the Bank, the card holder, the account holder

9.1. The **card holder** undertakes to:

1° Comply with the Cautionary Advice which is annexed to these General Terms and Conditions and which is an integral part hereof.

2° Use the debit card in accordance with the conditions in force at the time of its use;

3° To prevent the fraudulent use of electronic payment systems, the card holder undertakes to take reasonable measures to protect the confidentiality of his/her personalised security credentials - in particular PIN code - and to not pass them on to any third party, without prejudice to the right of the card holder to use the services of a payment initiation service provider or of an account information service provider. In particular, the PIN may not be noted in any easily recognisable form, notably on the debit card or an item or document kept or carried by the card holder. Non-observance of this rule constitutes gross negligence, without prejudice to the assessment of courts and tribunals.

4° With a view to preventing misuse by a third party, keep the debit card safe and, for instance, not to leave it in a car or a public place, except, in the latter case, if it is in a locked cupboard or drawer. A public place means any place to which many people have access, without necessarily being a place open to the public;

5° Sign the back of the debit card in indelible ink on the space for that purpose upon receipt of the card and, where appropriate, to destroy the old debit card it replaces;

6° When aware of the loss, theft, misappropriation or any unauthorised use of the debit card and /or the means allowing its use (such as the PIN), immediately notify the Bank (during the branch's opening hours) or Card Stop by telephone (7 days a week, 24 hours a day on **078 170 170** or **+32 78 170 170** when calling from abroad).

The call to Card Stop or the ING Help Desk shall be

recorded by an automated system. The data recorded in this way has probative value in the event of a dispute and is saved in accordance with Article 14 (protection of personal data), without prejudice to Articles VI.83 and VII.2, § 4 of the Code of Economic Law.

Within the meaning of these General Terms and Conditions, "loss" or "theft" means any involuntary dispossession of the debit card. "Misappropriation" or "any unauthorised use" means any unlawful or unauthorised use of the debit card and/or the means which allow its use, even when the Card is still in the Card Holder's possession.

7° Report the theft, loss, misappropriation or unauthorised use of the debit card and/or the means which allow use of the debit card insofar as possible within 24 hours to the local official authorities, whether Belgian or foreign. The card holder must provide the Bank or equensWorldline, at their request, with the proof, as well as the references of the complaint or the report. The card holder undertakes to communicate all information necessary for the investigation to the Bank or equensWorldline. However, failure to comply with the obligations of this Article 9.1, 7° is not considered, as such, as a gross negligence.

8° Not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

9.2. The **account holder** has the following obligations:

1° He/she must notify the Bank of any unauthorised transaction recorded on his/her account statements, as well as any error or irregularity on the said statements. Such notification must be confirmed in writing.

Once the information relating to the disputed transaction has been provided or made available to him/her, an account holder who becomes aware of an unauthorised transaction or incorrectly executed transaction giving rise to a claim, shall obtain rectification from the Bank only if he/she notifies the Bank of such transaction without undue delay and no later than thirteen months after the debit date, unless, where appropriate, the Bank has not provided

or made available the information relating to such transaction available to the account holder according to the agreed manner. If the notification has not been made in writing, the written confirmation stipulated in the first paragraph of this Article can be made by the account holder after the expiry of the periods mentioned.

Where the account holder is not a consumer within the meaning of Article 1, the above-mentioned period of thirteen months from the debit date of the transaction is reduced to two months.

2° He/she shall be liable, up to a maximum of 50 euros, for the losses linked to any unauthorised payment transaction following the use of the lost, stolen or misappropriated debit card, until the notification mentioned in Article 9.1, 6°, first paragraph has been given.

However, the account holder does not bear any loss - and the limit of 50 EUR is therefore not applicable - if:

- the loss, theft or misappropriation of the card could not have been detected by the debit card holder before payment (referring in particular to cases of forgery of the card, copying, hacking, skimming, etc. of the debit card data), unless the card holder and/or the account holder has/have acted fraudulently;
- the loss is due to the acts or lack of action of an employee or agent of the Bank or of equensWorldline;

3° He/she shall bear all losses caused by unauthorised payment transactions until the notification referred to in Article 9.1, 6°, first paragraph has been given, if such losses stem from the fact the card holder and/or the account holder has, intentionally or following gross negligence, not met one or several obligations incumbent upon him/her pursuant to the provisions of these General Terms and Conditions. In that case, the ceiling of 50 euros mentioned in the above point 2° does not apply.

In particular, gross negligence is considered to be non-observance of the provisions stipulated in Articles 9.1, 3° (take reasonable measures to protect the confidentiality of the personalised security credentials) and 9.1, 4°, first paragraph (immediately notifying the Bank or Card Stop of the loss, theft, misappropriation or any unauthorised use of the debit card and/or the means allowing its use) without prejudice to the competence of courts and tribunals to decide in final instance.

Furthermore the Bank wishes to draw the holder's

attention to the fact that other actions or behaviour, whether or not they result from non-observance by the Card Holder and/or holder of his/her obligations under these General Conditions, could be qualified as gross negligence, according to all the circumstances under which they occurred or happened, as decided, where appropriate, by the courts and tribunals in the final instance.

4° notwithstanding the provisions of the above points 2° and 3°, the account holder shall not suffer any loss for payment transactions that do not require the use of strong customer authentication, in particular the use of a PIN.

However, this exception does not apply if it is established that the card holder and/or the account holder acted fraudulently .

5° If the card holder and/or the account holder acted fraudulently, the account holder bears all losses resulting from unauthorised payment transactions both before and after the notification mentioned in Article 9.1., 6° first paragraph was given (notwithstanding the Bank's obligation to take all necessary measures to prevent the use of the debit card).

6° The account holder may not revoke a payment order after the Bank has received it or, in the case of a payment transaction initiated by or through the beneficiary (such as the retailer), after having transmitted the payment instruction or consented to the execution of the transaction to the beneficiary, in accordance with Article 6.1. This provision does not prejudice Article 10 (refund of authorised payment transactions initiated by or through a payee).

Furthermore, all contractual provisions agreed with the Bank for such transactions also apply and, in particular, those relating to the funding of orders giving rise to a debit, and those relating to possible debit balances on the accounts used.

9.3. The **Bank** has the following obligations:

1° To ensure the availability, at all times, of the appropriate means to enable the card holder to give the notification mentioned in Article 9.1, 6° first paragraph and, where applicable, to request the unblocking of their debit card if this is still technically possible.

2° To take all necessary measures to prevent any use of the debit card as soon as it (or Card Stop) is notified of the loss, theft, misappropriation or any

unauthorised use of the debit card and/or the means which allow its use.

3° To provide, upon request, the card holder and/or account holder, within eighteen months from the notification mentioned in Article 9.1, 6°, first paragraph, proof that the card holder duly gave such notification;

4° To ensure that the personalised security credentials linked to the debit card are not accessible to third parties who are not authorised to use it, without prejudice to the obligations of the card holder mentioned in Article 9.1;

5° Except in the case of fraud, gross negligence or intentional breach on the part of the card holder and/or the account holder of one or more obligations incumbent upon them pursuant to Articles 9.1 and 9.3, to cover, above the amount of 50 euros to be borne by the account holder, the losses linked to unauthorised transactions carried out before the notification mentioned in Article 9.1, 6°, first paragraph;

6° To cover the losses sustained by the account holder when:

- the loss, theft or misappropriation of the debit card could not be detected by the card holder before payment, unless the card holder and/or the account holder acted fraudulently;

- the losses are due to the acts or lack of action of an employee or agent of the Bank or of equenWorldline;

7° Except in the case of fraud by the card holder and/or the account holder, to cover the losses linked to unauthorised payment transactions carried out after the notification mentioned in Article 9.1, 6°, first paragraph;

8° Except in the case of fraud by the card holder and/or the account holder, to bear the consequences stemming from the use of the debit card by an unauthorised third party in the event of non-observance of one of the obligations stipulated in points 1°, 3° and 4° of this Article 9.3;

9° Unless it is established that the card holder and/or the account holder acted fraudulently, to bear the losses resulting from an unauthorised transaction if this transaction did not require the use of strong customer authentication, in particular the use of a PIN;

10° When, in accordance with the provisions of

Article 9.2, 1°, the account holder disputes that a payment transaction was authorised or alleges that a payment transaction was not correctly executed, it undertakes to show, through a copy of its internal recordings or by means of any other relevant element according to the circumstances, that the transaction was duly recorded and booked and that it was not affected by a technical or other deficiency.

Transactions carried out by means of the debit card are automatically recorded in a log or electronic medium. The Bank, the card holder and the account holder recognise the probative force of the log in which the data relating to all transactions at terminals and/or the electronic medium which may replace or supplement it.

For each transaction at a terminal for which a printed document with the details of the Transaction can be delivered, such document has value of proof.

The above provisions do not prejudice the right of the card holder and/or the account holder to provide proof to the contrary through any legal channel, or the imperative or public order legal provisions which may lay down special rules with regard to proof of electronic transactions carried out by means of the debit card.

11° The amount of the Bank's intervention in the event of a transaction not executed, poorly executed or unauthorised is set as follows:

a) In the event of non-execution or incorrect execution of a payment transaction made by means of the debit card, the Bank shall refund, where appropriate and without delay, the account holder with the amount of the payment transaction not executed or badly executed and restore the account debited to the state it would have been in if the faulty payment transaction had not occurred. The value date of the crediting corresponds to the value date of the debiting of the initial transaction.

The Bank shall also be liable for any charges and interest possibly borne by the account holder due to the non-execution or incorrect execution of the payment transaction, provided such charges and interest are justified by probative documents.

The card holder shall only obtain rectification of a Transaction not executed or badly executed if he/she notified their claim in due time, in accordance with the provisions of Article 9.2, 1°.

b) In the case of an unauthorised payment

transaction, the Bank shall refund the account holder without delay with the amount of the unauthorised transaction and restore the account debited to the state it would have been in if the unauthorised payment transaction had not occurred. The value date of the crediting corresponds to the value date of the debiting of the disputed transaction. This provision is without prejudice to the obligations and liabilities of the card holder and the account holder as stipulated in Articles 9.1 and 9.2.

c) Similarly, in those cases referred to in paragraph 6 (loss, theft or misappropriation of the debit card not detectable by the card holder before payment) and 9 (use of the debit card without strong customer authentication, in particular without a PIN) and unless the card holder and/or the account holder acted fraudulently, it reimburses the account holder, without delay, the sum necessary to return the debited account to the position it was in before use of the lost, stolen or counterfeit debit card within the meaning of Article 9.2, 2°, second paragraph and 9.3, 6° of these General Terms and Conditions, or used without strong customer authentication of the card holder (in particular without a PIN), under the correct value date

d) In addition to the amounts mentioned in the above paragraphs, the Bank must also repay the account holder for any other financial consequences, such as the amount of the costs borne by the account holder to determine the indemnifiable compensation, provided the amounts claimed in this regard are justified by probative documents.

Notwithstanding the above provisions, the Bank shall not be held liable in the event of force majeure or where the Bank is bound by other legal obligations stipulated by domestic or European Union legislations.

Furthermore, when the account holder is not a consumer as described in Article 1, the liability of the Bank in the event of non-execution or incorrect execution of a transaction is only incurred in the event of serious misconduct or deliberate transgression on the part of its departments. In this case, the liability of the Bank is in all circumstances limited to the amount of the direct damages established by the account holder, to the exclusion of any indirect damage, in particular but without limitation, loss of earnings, opportunity, customers and harm to reputation.

12° The Bank shall refrain from sending a Card to the Client unless he/she has made a prior request, except

in the case of renewal or replacement of an existing card.

12° It shall keep an internal register of Payment Transactions for a period of at least ten years from the execution of the transactions, without prejudice to other legal provisions with regard to the provision of supporting documents.

14° Whatever the case it accepts liability for any serious or deliberate error on the part of its departments.

10. Refunding of authorised payment transactions initiated by or through the beneficiary

10.1. The account holder is entitled to the refunding of an authorised payment transaction, initiated by or through the beneficiary and which has already been executed, provided the following concurrent conditions are met:

1° The authorisation given for such payment transaction did not indicate the exact amount of the transaction when it was given;

and 2° the amount of the payment transaction exceeded the amount which the account holder could reasonably expect taking account of his/her past spending pattern, the conditions stipulated in the applicable contractual provisions and relevant circumstances of the matter. However, the account holder cannot invoke reasons linked to an exchange transaction if the agreed reference exchange rate was applied (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets).

At the request of the Bank the card holder and/or the account holder shall provide factual elements relating to such conditions.

If the refunding conditions are met, the refund shall correspond to the total amount of the Payment Transaction executed. The value date of the crediting corresponds to the value date of the debiting of the transaction.

10.2. To obtain the refund mentioned in Article 10.1, the account holder must file his/her refund request within eight weeks from the date on which the funds were debited.

Within a period of ten bank working days following receipt of the refund request, the Bank shall either

refund the total amount of the payment transaction, or justify its refusal to refund. In the latter case, the account holder is free to file a complaint with the

bodies mentioned in Article 15 of these General Terms and Conditions.

10.3. Notwithstanding the above provisions, the account holder is not entitled to a refund when:

1° He/she consented to the execution of the Payment Transaction directly to the Bank;

and 2° the information relating to the future Payment Transaction was provided to him/her or made available in the manner agreed between the parties at least four weeks before the due date, by the Bank or by the payee.

10.4. The right to a refund stipulated in Articles 10.1 and 10.2 do not apply when the account holder is not a consumer within the meaning of Article 1 of these General Terms and Conditions.

11. The Bank's right to block or withdraw the debit card – Returning the debit card – Debit card renewal

11.1. The Bank reserves the right to block the use of the debit card or to withdraw it for objectively motivated reasons relating to the security of the debit card or if an unauthorised or fraudulent use of the debit card and/or the means which allow its use is suspected.

11.2. When the Bank exercises its right to block the use of the debit card or to withdraw it, it shall inform the card holder and/or the account holder by letter, through a message included in account statements or any other way it deems appropriate according to the circumstances and, if possible before the debit card is blocked, otherwise immediately after, unless the provision of such information is contradicted by objectively motivated security reasons or if it is prohibited pursuant to another applicable legislation.

11.3. When the reasons justifying the blocking of the debit card no longer exist, the Bank will unblock or replace it.

11.4. The card holder undertakes to return the debit card to the Bank if it is blocked or if the account(s) to which the debit card is linked is/are closed and provided the card holder has no products or services offered and/or provided by the Bank or by its intermediary (in particular an insurance product), or

in the case of any other justified request of the Bank.

11.5. The debit card is valid until the last day of the month and year indicated on it. Unless the card holder and/or the account holder notify the Bank otherwise three months before the expiry date indicated, or in the event the Bank notifies its refusal in accordance with Article 13.3, a new debit card shall be delivered to the card holder before the end of the previous debit card's validity, and made available to him/her according to the terms mentioned in Article 3.2.

For security reasons, the Card Holder undertakes to sign the new debit card in indelible ink upon receipt of the new debit card and to destroy the old one.

12 - Amendment of the General Terms and Conditions and Charges

12.1. Any amendments to these General Terms and Conditions and the applicable charges shall be agreed between the Bank, firstly, as well as the card holder and the account holder, secondly. For that purpose, the Bank shall inform the card holder and the account holder of the proposed amendments, by letter or on any durable medium, at least two months before the said amendments come into force.

If the card holder or the account holder does not agree with the proposed amendments, he/she has the right to terminate the use of the debit card at any time until the date when the changes would have applied, free of charge and with immediate effect. He/she can also claim a refund of the annual fee mentioned in Article 7 in proportion to the period left to run, from the month following that during which he/she terminated the use of the debit card.

The card holder and the account holder are deemed to have accepted the proposed changes if they have not notified the Bank, before the proposed date for entry into force of these changes, that they do not accept them.

12.2. Notwithstanding Article 12.1, changes to exchange rates based on the reference exchange rate agreed between the parties (see the "Charges applied to the main banking operations of private individuals" and the "Charges applied to the main banking operations of legal entities" leaflets) can apply immediately and without prior notice.

The card holder and the account holder shall be informed as quickly as possible of any change to

exchange rates, unless ING Belgium and the account holder have agreed on a specific frequency or manner in which the information is to be provided or made available.

If the account concerned of the account holder is for professional purposes, the card holder and the account holder are informed of any change in the exchange rates in advance with a notice period of a minimum of fifteen calendar days.

Nonetheless, changes to exchange rates which are more favourable to the customer can be applied without prior notice.

Unless provided otherwise above, the card holder and the account holder shall be informed of the changes stipulated in the above paragraphs 1, 2 and 3 of this Article 12.2 by letter, message included with the account statements, display at ING Belgium branches or in any other way. If the card holder or the account holder does not agree with the proposed amendments, he/she has the right to terminate the use of the debit card at any time until the date when the changes would have applied, free of charge and with immediate effect. He/she can also claim a refund of the annual fee mentioned in Article 7 in proportion to the period left to run, from the month following that during which he/she terminated the use of the debit card.

The card holder and the account holder are deemed to have accepted the proposed changes if they have not notified the Bank, before the proposed date for entry into force of these changes, that they do not accept them.

13. Duration and termination of the contract

13.1. The contract relating to the delivery and use of the debit card is concluded for an indefinite period.

13.2. The card holder and/or account holder can terminate the contract relating to the delivery and use of the debit card free of charge and without any justification, and with immediate effect.

Termination must be submitted to the branch of the card holder and or the account holder.

13.3. The Bank can terminate the contract without any justification, subject to two months' notice, to be sent by letter or on any other Durable Medium.

This provision does not prejudice any legal provisions of a public order requiring the Bank to terminate the

contract and/or to take special measures in exceptional circumstances, nor does it prejudice Articles 11.1 (right to block the use of the debit card or to withdraw it for objectively motivated reasons) and 11.4 (returning the debit card or closing the account(s) to which it is linked).

13.4. In the event of termination of the entire contract, the debit card must be cut in two returned to the Bank. The account holder shall bear the amount of payment transactions carried out by means of the debit card until it is returned to the Bank.

13.5. The period of notice mentioned in Article 13.3, paragraph 1, do not apply if the account holder is not a consumer, within the meaning of Article 1.

14 - Protection of personal data

The personal data communicated or made available to ING Belgium are processed by the latter as data controller, 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.

14.1. Processing of data by ING Belgium

Besides the other data processed (from public or non-public external sources, where applicable) by the Bank, mentioned in Article 6 (Protection of personal data) of the Bank's General Regulations, the personal information of the account holder or the card holder communicated:

- 1) At the time of the application for or receipt of the debit card;
- 2) When the debit card is used;
- 3) When the loss or theft of the debit card and/or the disclosing of the PIN is reported;
- 4) On the occasion of any amendment to the terms of use of the debit card and/or PIN;
- 5) Or when this agreement is terminated.

shall be processed by the Bank for the purpose of centralising customer management, account and payment management, granting and managing loans (where appropriate), intermediation (of insurance and leasing or other products or services of partner companies; list available on demand), the marketing (including research and statistics) of banking, financial (including leasing), insurance

and/or other products or services (where applicable, provided by other partner companies; list available on demand) offered by ING in Belgium, a global overview of the customer, controlling transactions and preventing irregularities.

It is also processed by the Bank for the other (secondary, where applicable) processing purposes mentioned in Article 6 (Protection of personal data) of the Bank's General Regulations.

14.2. Communication of data by ING Belgium

This data is not intended to be communicated to third parties other than:

- the people designated by the Client,
- independent agents of ING Belgium, acting for and on its behalf;
- companies whose intervention is necessary to carry out the Bank's purposes mentioned in Article 14.1, in particular: 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, or
- other partner companies of the Bank (e.g. Bancontact Payconiq Company SA/NV established in Belgium; list available on demand), which are established in a Member State of the European Union, for and on behalf of which ING Belgium offers products or services, in the event of the people concerned subscribing to these or showing an interest in them;
- insurance companies authorised in Belgium (for which ING Belgium is not acting as an intermediary) and public authorities or bodies in connection with combating fraud, with ING Belgium limiting itself to confirming whether or not a person is the holder of an account number, with the person's details and associated account numbers being communicated by the insurance company or the public authority or body concerned, notably:
 - o Federal Pensions Service
 - o National Social Security Office
 - o FPS Finance
 - o Federal Agency for Occupational Risks (FEDRIS)

- National Office for Annual Vacations (ONVA)
- Horeca Social and Guarantee Fund
- Famiris, Fons and Famiwal
- Ministry of the German-speaking Community, Ministry of Family and Social Affairs
- Kind & Gezin
- Walloon Agency for Health, Social Protection, Disability and Families (Aviq)
- Iriscare (THAB) ;

- the competent authorities, notably the central point of contact held by the National Bank of Belgium pursuant to Article 5 of the General Regulations of ING in Belgium;

- other partner companies of ING in Belgium (list available on demand), which are established in a Member State of the European Union, for and on behalf of which ING Belgium offers products or services, in the event of the people concerned subscribing to these or showing an interest in them;

- the competent authorities, notably the central point of contact held by the National Bank of Belgium pursuant to Article 5 of the General Regulations of ING in Belgium or indeed the Deposit and Consignment Office;

- the credit institutions, financial institutions and equivalent institutions pursuant to Article 5.6 of the General Regulations of ING in Belgium in accordance with the conditions laid down in this article;

- the other members affiliated to the Kube platform of Isabel SA/NV (established in Belgium), a list of which is available on www.kube-kyc.be. Via this Kube platform, ING Belgium communicates the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of ING Belgium as well as those of self-employed persons who are Clients of ING Belgium, with the other above-mentioned members with whom these companies and self-employed persons are also Clients or wish to become Clients and which must also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article 5.7 of the General Banking Regulations. The data thus communicated are those obtained during the customer acquisition process with ING Belgium as well as those subsequently updated with the latter;

where applicable, in accordance with the following provisions.

Consequently, this data can be communicated to the other ING Group companies carrying out banking, financial and/or insurance activities and established in a Member State of the European Union (list available upon request) for the purposes of centralising customer management, marketing banking, financial and insurance services and a global overview of the customer.

Furthermore, the data collected by the Bank in its capacity as insurance intermediary is also communicated to the insurance companies concerned which are outside of the ING Group and which are established in a Member State of the European Union (in particular, NN Non-Life Insurance nv, NN Insurance Belgium SA, AON Belgium SRL, Inter Partner Assurance SA, AXA Belgium SA, Cardif Assurance Vie SA and Cardif Assurances Risques Divers SA) and any representatives they may have in Belgium (in particular NN Insurance Services Belgium SA for NN Non-Life Insurance nv), provided it is necessary for the purposes of assessing the insured risk and, where applicable, for entering into and managing the insurance policy, marketing their insurance services (excluding e-mail advertising), centralised customer management and checking the regularity of Transactions (including preventing irregularities).

Similarly, it can also be communicated to insurance brokers acting as insurance intermediaries for ING Belgium.

Data can be transferred to a country that is not a Member State of the European Union with or without an appropriate level of personal data protection, for example:

- Swift scr/cvba stores payment data in the US, which is subject to US legislation;
- some payment data which is communicated to equensWorldline SA is in turn communicated by the latter to other companies in the Worldline Group in Morocco and India that act as sub-contractors for equensWorldline SA;
- certain data which is communicated to ING Group companies outside of the European Union.

However, the Bank 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..

14.3. Rights of the people concerned

Private individuals may access and rectify the data relating to them.

They may also request the deletion thereof or limitation on the processing as well as object to the processing thereof. Finally, they have the right to data portability.

Any private individual may, at any time, free of charge and on request, object to the processing of the data relating to them by the Bank for the purposes of direct marketing (whether this is direct marketing of banking, financial (including leasing) and/or insurance services or direct marketing of other products or services (where applicable, provided by other partner companies; list available on demand) offered by ING Belgium) and/or to the communication of such data, for the same purpose, to other ING Group companies, to equensWorldline SA and/or to affiliated insurers in 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.

14.4. ING's Declaration of Confidentiality and other provisions applicable for the protection of personal data, Data Protection Officer of the Bank and supervisory authority

For any further information about the processing of personal data carried out by the Bank as well as, in particular, about automated individual decision-making by the Bank (including profiling), the data recipients, the lawfulness of the processing, the processing of sensitive data, the protection of premises by surveillance cameras, the requirement to provide personal data, the terms and conditions for exercising the rights afforded to any person concerned and the retention of data by ING Belgium, the person concerned may consult:

- Article 6 (Protection of personal data) of ING's General Regulations, and
- "ING's Personal Data protection statement" appended to the aforementioned Regulations.

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

- by logging into the ING Home'Bank/Business'Bank/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 the Bank, the person concerned may contact the ING Customer Care Center of the Bank by sending their request with the reference "Privacy", together with a copy of their identity card or passport:

- by post to the following address:

ING Belgium, Customer Care Center, Cours Saint Michel 60, B-1040 Brussels

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

- 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).

15. Complaints – Legal and extra-legal recourse

15.1. Any complaint relating to the contract on the delivery and use of the debit card or transactions made by means of the debit card must be notified in writing to the ING Belgium branch of the account holder, or if not satisfied, or to the following address:

ING Customer Care Center
Cours Saint Michel, 60
1040 Brussels
Phone: 02/547.88 19

15.2. If the customer is a consumer and does not obtain satisfaction from the Bank, he/she may file a

complaint, free of charge, with the Banks-Credit-Investment Mediation Service at the following address:

North Gate II, Boulevard du Roi Albert II, n°8, box 2,
1000 Brussels www.ombudsfin.be

Phone: 02/545.7770

e-mail address: Ombudsman@Ombudsfin.be

Clients can also contact the Direction Générale Contrôle et Médiation with the Public Fédéral Economie department, P.M.E., Classes Moyennes & Energie, at the following address:

WTC III, Boulevard Simon Bolivar, 30

1000 Brussels

Phone: 02277.5111

Fax: 02277.5411

e-mail address: eco.inspec@economie.fgov.be

Furthermore, this provision does not prejudice the Client's right to take legal action.

16. Applicable law and competent jurisdiction

16.1. All the rights and obligations of the card holder, the account holder, the user and the Bank are governed by Belgian law.

16.2. Art 16.2. Subject to mandatory or public order legal provisions laying down the rules for allocating competence, and in particular in case of dispute with Consumers, the Bank, whether it is the plaintiff or defendant, is authorised to take or have taken any dispute relating to these General Conditions, to the services associated with them and/or transactions carried out by means of the Card, before the courts and tribunals of Brussels or before those in the district where the registered office is established with which the business relationship with the Client is conducted directly or indirectly through the intermediary of a subsidiary or a branch..

Appendix : Cautionary advice

Pay with your debit card and PIN with the utmost safety.

Your debit card: a useful and strictly person tool!

- As soon as you receive your debit card, sign it at the place provided for this, otherwise a thief may do it in your stead!
- Destroy debit cards which have expired. Similarly, destroy the old one when you receive a new debit card.
- Keep your debit card on you or in a safe place. Never leave it somewhere accessible by third parties, such as a gym, nor at work or in your car.
- Use your debit card only for the purposes for which it is intended.

The PIN is secret!

Secrecy is as easy as pie!

Learn your PIN by heart as soon as you receive it (by letter or text message) and immediately destroy the message it came with.

Change your PIN at a cash dispenser as soon as possible.

When you choose your new PIN, do not pick a combination which is too obvious (e.g., part of your date of birth, your town's postcode, the first four digits of your phone number, etc.).

Choosing the same PIN for all of your cards and access codes may seem more convenient, but it is clearly very risky.

- **Your PIN must remain secret: without prejudice to your right to use the services of a payment initiation or of an account information service provider, never share it with anyone**, not even a family member or friend, and certainly not with anyone supposedly acting in good faith. Nobody has the right to ask you for your PIN, be it your Bank, the police or an insurance company.
- **Never write down your PIN**, not even in coded form, e.g., by disguising it as a fake telephone number.
- **Enter your PIN away from prying eyes**, whether at a cash dispenser or in a shop. Always make sure that nobody can see what you are doing, e.g., by shielding the keypad with one hand. Do not allow anyone to distract you. If you notice unusual circumstances, inform your bank branch immediately and, where appropriate, the retailer.
- If you have good reason to believe that your PIN is

no longer confidential, change it immediately at an ATM. If you cannot change your PIN, contact your bank immediately.

- You should know that to enter the self-service area of a bank, you should never have to enter your PIN. If you are asked to enter your PIN, do not enter the SelfBank area and inform your bank immediately.

What to do in the event of loss, theft or any other incident?

Inform Card Stop at once by calling **+32 78 170 170** (or the number provided by your Bank). This service can be reached 24 hours a day, 7 days a week, and shall block your debit card immediately. If you phone from abroad and do not have a touch-tone telephone, simply wait until the end of the menu. You shall then be put through to an operator. Note down the identification number of your call as assigned by Stop Card. You shall find it useful for subsequent actions. If your debit card is lost or stolen, have the local police prepare a report within 24 hours and ask for a copy or its references in full. If your debit card is swallowed by a terminal, have it blocked immediately via Card Stop on **+32 (0) 78 17 01 70**.

For more information

Your bank is at your disposal for any further information regarding its products and services.

To pay with the utmost security:

- Keep your debit card on you or in a safe place.
- Your PIN must remain a secret: never share it with anyone and do not write it down
- Choose a new PIN if you think a third party may have learned it.
- Immediately notify any irregularity noted on your account statements.
- In the event of loss, theft or any other incident, such as if your debit card is swallowed by an ATM, you must immediately contact Card Stop on **+32 (0) 78 17 01 70**. Always keep the Card Stop number on you, for instance, on your mobile phone directory, or memorise it. If necessary, it appears on most terminals.

Appendix 5 : Personal data protection statement of ING Belgium NV/SA

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This is the Personal Data Protection Statement of ING Belgium nv/S.A. acting as data controller :
 ING Belgium nv/S.A. - Bank/Lender - Marnixlaan/Avenue Marnix 24, B-1000 Brussels - Brussels
 RPM/RPR - VAT BE 0403.200.393 - BIC: BBRUBEBB - IBAN: BE45 3109 1560 2789 - Insurance
 broker registered with the FSMA under the code number 0403.200.393 - www.ing.be - January,
 2024.

ING Belgium nv/S.A. is subject to the data protection obligations set out in the EU General Data
 Protection Regulation 2016/679 (GDPR) and local personal data protection laws such as the Law
 on the Protection of natural persons with regard to the processing of personal data of
 30/07/2018.

This is the Personal data protection Statement of ING Belgium nv/S.A. ("ING", "ING Belgium", "we", "us" and "our"), and it applies to us when we process Personal Data that belongs to individuals ("you").

1. What are the purpose and the scope of this Statement ?

At ING, we understand that your personal data is important to you. This Personal data protection Statement explains in a simple and transparent way what personal data we collect, record, store, use and process and how. When handling your data, we seek to ensure that the right people are using the right data for the right purpose.

This Personal data protection Statement applies to the following individuals ("you"):

- All past, present and prospective ING customers who are individuals. This includes one-person businesses.
- Anyone involved in any transaction with ING, whether it is in your personal capacity or as a representative of a legal entity (for example, a company manager, agent, legal representative, operational staff, anyone that is a guarantor, ultimate beneficiary owner, etc.);
- Non-ING customers. These could include anyone that visits an ING website, branch or office, professional advisors, shareholders, family members (first degree), etc.

We obtain your personal data in the following ways:

- Directly, from you when you become a customer, register for our (online) services, complete an (online) form, sign a contract with ING, use our products and services, contact us through one of our channels or websites.
- Indirectly, from your organisation/employer (if it is an ING customer) when you may act as a representative or contact person of your organisation when it becomes a prospective customer or if it is an existing customer.
- From other available sources such as debtor registers (including the Central Individual Credit Register of the National Bank of Belgium (NBB)), land registers, commercial registers, registers of association, the online or traditional media, cookies and similar technologies via our websites and apps, publicly available sources or other ING

companies or third parties such as payment or transaction processors, credit agencies, other financial institutions, commercial companies (e.g. Thomson Reuters that provides World-Check risk detection services), or public authorities.

Further information may be provided where necessary e.g. when you apply for a specific product or service.

We refer to our ING Cookie Policy as published on the ING website for more information about the use of cookies and similar technologies.

2. What types of personal data do we process ?

A) Personal data

Personal data refers to any information that identifies or can be linked to a natural person. Personal data we process about you includes:

- **Identification data:** your name, date and place of birth, ID number, email address, telephone number, title, nationality and a specimen signature, fiscal code/social security number;
- **Transaction data,** such as your bank account number, any deposits, withdrawals and transfers made to or from your account, and when and where these took place, transaction identifiers and associated information;
- **Financial data,** such as invoices, credit notes, payslips, payment behaviour, the value of your property or other assets, your credit history, credit capacity, tax status, income and others revenues, financial products you have with ING, whether you are registered with a credit register, payment arrears and information on your income, electronic payment instrument data such as card number, expiry date or card verification code (CVV/CVC);
- **Socio-demographic data,** such as your gender, education, job position and marital status including whether you have children;
- **Online behaviour and information about your devices,** such as your IP address and device ID of your mobile device or computer and the pages you visit on ING websites and apps;

- **Data about your interests and needs** that you share with us, for example when you contact our call centre or fill in an online survey or when you use our platforms or fill in surveys;
- **Know our customer data** as part of customer due diligence and to prevent fraudulent conduct or behaviour that contravenes international sanctions and to comply with regulations against money laundering, terrorism financing and tax fraud;
- **Audio-visual data**; where applicable and legally permissible, we process surveillance videos at ING premises, or recordings of phone or video calls or chats with our offices. We can use these recordings, to verify telephone orders, for example, or for fraud prevention or staff training purposes;
- **Your interactions with ING on social media**, such as Meta (Facebook & Instagram), Twitter, LinkedIn and YouTube. We follow public messages, posts, likes and responses to and about ING on the internet;
- **Information related to your location** when making a payment or when accessing certain products/services for example when you withdraw cash from an ATM.

B) Sensitive personal data

Sensitive personal data is personal data relating to your health, ethnicity, religious or political beliefs, genetic or biometric data or criminal data. We may process your sensitive personal data as set out below in Section 3 ("What do we do with your personal data?") if we have your explicit consent or when we are required to do so by applicable laws and regulations.

Please note that if you instruct us to make a payment to a political party, trade union, a religious institution or health care institution, this qualifies as sensitive personal data. Therefore, ING will not process this sensitive personal data for purposes other than executing the transaction or with your explicit consent. However, it is possible that as a result of our obligation to comply with anti-money laundering and terrorism financing regulations. We may further process such data for example to verify the origin of the funds but only in the context of anti-money laundering and terrorism financing regulations.

C) Children's personal data

We only collect personal data about children if they have an ING product or if you provide us with personal data about your own children in relation to a product you obtain from us. We will seek parental consent when it is required by applicable law.

In relation to the offer of information society services (for example, ING Banking) directly to a child under the age of 13, we would do so only if and to the extent that we have received authorization from the person holding parental responsibility.

Furthermore, we do not perform direct marketing aimed at children below the age of 12.

3. What do we do with your personal data?

Processing means every activity that can be carried out in connection with personal data such as collecting, recording, storing, adjusting, organising, using, disclosing, transferring or deleting it in accordance with applicable laws.

We only process your personal data under one of the following legal grounds:

- To conclude and carry out our contract with you;
- To comply with our legal obligations;
- For our legitimate business interests. This data processing may be necessary to maintain good commercial relations with all our customers and other concerned parties. We may also process your data to prevent and combat fraud and to maintain the security of your transactions and of the operations made by ING;
- To protect your vital interests;
- When we have your consent. In this case, you may withdraw your consent at any time.

We may only process your personal data for the following purposes on basis of one of the following legal grounds :

A) Performing agreements to which you are a party or taking steps prior to entering into these agreements.

We use your personal data when you enter into an agreement with us, or when we have to execute our obligations under these agreements.

For instance; we use your account details when you ask us to make a payment or carry out an investment order or to provide you with statements of your accounts or your annual overview in ING Banking/Home'Bank. We also use these account details to block payments, investigate and remediate product dysfunctions and solve claims, petitions and complaints regarding the requested services, when necessary. We also use your personal data to contact you in order to notify you of issues such as contractual term changes, the expiry of a deadline/contractual condition, registering a debt or to provide you with information related to your services/relationship. We rely on the lawful basis of 'necessary for performing agreements' when we use your personal data for these and compatible purposes.

B) Compliance with our legal obligations .

We use your personal data to comply with a range of legal obligations and statutory requirements, including banking and financial regulations, that oblige us to perform a/an:

- **Integrity checks:** when entering into a customer relationship with you, we have a legal obligation (due to e.g. anti-money laundering and terrorism financing laws) to consult available incident registers and warning systems and national and international sanctions lists;
- **Identity verification:** when entering into a customer relationship with you, we have a legal obligation (due to e.g. anti-money laundering and terrorism financing laws) to confirm your identity (know your customer check). We can do this by making a copy of your identity document, which we will only use for identification and verification purposes. We may also rely on checks performed by other financial institutions to verify your identity;
- **Credit checks:** Before entering into a customer relationship with you for the granting of a credit, we have a legal obligation to check whether you qualify as an eligible customer. We assess your credentials from a risk perspective and predict if you can meet your financial obligations towards us as further detailed in Section 6 ("Do we make automated decisions and engage in profiling?"). Regarding overdraft facilities, we also have the legal

obligation to assess your ability to reimburse the credit in the course of the contract ;

- **Anti-money laundering and terrorism financing checks:** we have a legal obligation to check for potential money laundering and terrorism financing. This includes monitoring unusual transactions and sanctions lists as set out in Section 6 ("Do we make automated decisions and engage in profiling ?");
- **Regulatory and statutory reports** to our regulators as set out in Section 4 ("Who do we share your personal data with and why ?") and data requests from them;
- **Insider trading and market abuse control:** we monitor the transactions of ING Belgium staff members and other family members (within the first degree) within the framework of the applicable legislation.

We rely on the lawful basis of 'necessary to comply with a legal obligation' when we use your data for these processing activities.

C) Our legitimate interest

We process your data for a range of purposes that are in our interests as described below. When relying on legitimate interest, we ensure that processing remains proportionate and that your interests, fundamental rights and freedoms are respected. If you would like more information about our reasoning behind our assessment in a specific case, please contact us using the details provided in Section 12 ("Contact and questions").

Please find below an overview of the main purposes for which we process your personal data where we rely on legitimate interest:

1) Relationship management and marketing.

To the extent that the processing is necessary for the purposes of the legitimate interests pursued by us (unless your interests or fundamental rights and freedoms prevail), we may carry out, without obtaining your prior consent, the following processing:

o **the processing relating to the promotion and offer of the best-suited products and services** provided by us or other ING entities.

We will process your personal data when informing or advising you (e.g. by e-mail, mail and phone) about (similar) products and services from ING and when performing statistical purposes. Of course, if

you do not want to receive these offers you have the right to object or to opt-out. We strive to understand you better and meet your changing needs by offering you services that will suit your specific situation. To be able to provide you with tailor-made products and services, we may:

- take into account your socio-demographic and financial situation (with the exclusion of your payment details);
- analyse your preferences in our various communications channels;
- analyse the products and services that you have already purchased from us.

We may also send you newsletters informing you about our activities. Of course, if you don't want to receive these newsletters you have the right to object.

o the processing relating to improvement and development of our products and services.

We may ask you for feedback about our products and services or ask for your opinion on new product ideas. We may share this with certain members of our staff to improve our offering.

Analysing how you use and interact with our products and services helps us understand more about you and shows us where and how we can improve. For instance:

- When you open an account, we measure how long it takes until you are able to use your account;
- We analyse the results of our marketing activities to measure their effectiveness and the relevance of our campaigns;
- Sometimes we analyse your personal data using automated processes, such as algorithms, to speed up credit decisions for loans and mortgages. On the basis of payment data or any other banking, financial or credit data, we may so predefine a maximum limit for the granting of credit in order to be able to respond rapidly to any request for credit from the data subject;
- We may use your personal data when analysing your visit to our website or app with the aim of improving these. We use cookies and comparable technologies for this. For more information, we refer to our Cookie Statement as published on our site.

- Unless this is not allowed according to applicable law, this can include recording your conversations with us, but we will always inform you about this beforehand.

o the processing relating to the communication of personalised information and offers ("personalised direct marketing") on the basis of payment data or other similar sensitive personal data (i.e. the use of such data for profiling purposes in the context of marketing), only to the extent that:

- such data is necessary to exclude individuals from marketing activities which are not considered appropriate for those individuals, based on semi-aggregated payment data (e.g. excluding customers from car insurance campaigns based on the absence of vehicle-related expenses, ...), or
- these data are necessary to prioritise marketing activities towards data subjects when the same person is the recipient of several marketing campaigns at the same time (except for the promotion of insurance services), based on a high level of categorisation of payment data (such as total amounts of incomes and expenses, total amounts of expenses on transport, at supermarkets, ...);

o the processing, carried out on the basis of payment data or any other banking, financial or credit data, to provide you with information on your past financial situation (incomes and/or expenses) (e.g. by providing an overview of the amounts spent per category: transport expenses, supermarkets, ...);

o the processing, carried out on the basis of payment data or any other banking, financial or credit data, to assess in advance whether you are eligible for certain products and services and, if so, to give you the opportunity to subscribe to them. For example, we may look at your payment behavior and credit history when you apply for a loan or a mortgage. We may also look at your payment data to show you which transactions are eligible for ING OneView services.

o the processing, carried out on the basis of payment data or any other banking, financial or credit data, for credit monitoring. We use and

analyse data about your credit history and payment behaviour to assess your ability to repay a loan, in the course of the credit contract, and – as the case may be – to contact you on this topic.

2) Business process execution, internal management, statistics and management reporting.

We process your data to ensure effective and efficient internal business process execution, statistics and management reporting. We process your data for our internal processes and operations and to help our management to make better data driven decisions about our operations and services. We will always choose aggregated data for this if we can, meaning that only information about groups of clients will be processed (so that you are not identifiable), . This includes:

- analysing our market position in different segments;
- performing cost and loss analysis;
- training our staff for example by analysing recorded phone calls in our call centres to improve our calling scenarios;
- automating our processes such as application testing, automatic filling of complaints handling, etc.;
- conducting litigation and complaint management.

3) Safety and security.

We have a duty to protect your personal data and to prevent, detect and contain any breaches of your data. We not only want to protect you against fraud and cybercrime, we also have a duty to ensure the security and integrity of ING and the financial system as a whole.

For instance:

- We may process your data to protect your assets from fraudulent activities online, for example, if you are hacked and your username and password are comprised. In this respect, we process behavioural data (linked to your use of a mouse, a keyboard, etc.):
- We may use certain information about you (e.g. name, account number, age, nationality, IP address, etc.) for profiling purposes to detect fraudulent activities and the perpetrators:

- We may use your personal data to alert you if we detect suspicious activity on your account, for example when your debit or credit card is used in an unusual location.

D) Protecting your vital interests.

We process your personal data when necessary to protect your interests which are essential for your life or that of another natural person. For example, for urgent medical reasons pertaining to you. We will only process your personal data necessary for the vital interests of another natural person if we cannot base it on one of the other purposes mentioned.

E) Respecting your choice if we request your consent for specific personal data processing.

For certain types of personal data processing, we will provide you with specific information about the process and request your prior consent before processing your personal data. This may include:

- promotional activities where we inform you about products and services from ING partners (such as these from our partners of ING +Deals).
 - personalised marketing activities based on profiling performed on the basis of the analysis of your payments data.
- With your consent, we may send you letters, e-mails, or text messages offering you a product or service based on your personal profile (based on payment data) or show you such an offer when you log in to our website or mobile apps.
- promotional activities on internet where we inform you about products and services based on your online behaviour. We may use your personal data when analysing your visit to our website with the aim of improving these. We use cookies and comparable technologies for this. For more information, we refer to our ING Cookie Policy as published on our website.

You may withdraw your consent at any time as set out below.

4. Who do we share your personal data with and why?

There are situations in which we need to provide your personal data to other parties involved in the

provision of our services. This could include data transfers within ING Group and to third parties.

A) Within ING Group

ING Belgium is part of ING Group which provides banking, financial, insurance or other services in over 40 countries. For more information about ING Group, please visit www.ing.com. ING Group is committed to your privacy.

Without prejudice to the legal provisions of public order, your personal data may be communicated to the other companies of ING group established in the European Union and carrying out banking, insurance, financial and/or other activities (list on request) for the purposes central customer management, marketing (except advertisements by e-mail and unless the person concerned un objects, upon request and free of charge, to direct marketing), global vision of the customer, provision of their services (the where applicable) and control of the regularity of transactions (including the prevention of irregularities).

ING Belgium may share your personal data with its parent company ING Bank N.V. (Bijlmerdreef 106, 1102 CT Amsterdam, The Netherlands) to ensure that ING Group is able to:

- to comply with any regulatory and statutory reporting obligations and data requests as required by ING Group's European regulators including the European Banking Authority (EBA), the European Central Bank (ECB) and the Financial Stability Board (FSB). Unless data are specifically on an individual level requested by a regulator, we will always make sure that personal data is aggregated meaning that only information about groups of customers will be shared with the ING Group's regulators and that it can no longer be linked back to you;
- develop (also on behalf of ING Belgium) ING's internal credit models. Under EU banking rules, ING Group is obliged to develop these credit models to be able to calculate any counterparty risks and exposures. This allows to determine our risks as well as the extent of the financial buffer we are required to hold, when providing financial services to you;
- develop (also on behalf of ING Belgium) ING's know your customer (KYC) models. To safeguard the ING Group against involvement in Financial

Economic Crimes, KYC models are being developed on a group level for customer and transaction screening to detect potential or actual criminal activity. These KYC models incorporate mandatory requirements derived from the EU Directives and Regulations in the area of prevention of money laundering and terrorist financing, the Basel Committee on Banking Supervision Guidelines (BCBS) and EU, US and UN sanctions laws and regulations.

ING Belgium also continues to strive to make its everyday procedures more efficient and effective since it is in our legitimate interest to offer you the best possible services at competitive rates. As such, ING Belgium will share your personal data with ING Group and other ING entities to centralize certain operations to achieve economies of scale, such as :

- For efficiency reasons, certain operational and administrative tasks in relation to the agreements we have with our customers, client management (including fraud/KYC screening) or the processing of transactions have been centralised in processing centres, named ING Hubs located in countries such as Slovakia, Poland, Sri Lanka, Romania and the Philippines. These IBSS entities will process your data on behalf of ING Belgium;
- The development of models mainly related to improving customer processes such as optimisation of account management and product management in customer channels. For efficiency reasons, these models are mainly developed by our analytics department on a group level. Your personal data will be pseudonymised when transferred for this purpose.
- We may use centralised storage systems to process data at a central point within ING for efficiency purposes. For instance to create different types of credit risk models as mentioned above. These centralised storage systems are operated by ING or third parties, such as Microsoft and might be located outside the EU. In any case, ING will always ensure that adequate measures are in place to safeguard your personal data.

Please note that ING Belgium will remain responsible for ensuring that the processing of your personal data - including any processing carried out by other ING entities on our behalf as set out above - complies with the applicable data protection regulations. Within ING Group, there are strict requirements included in internal policies and contractual

arrangements in place to ensure that your personal data will only be processed for a specific purpose on the basis of an appropriate legal basis (taking into account any effect such processing may have on you) and that adequate organisational and technical measures have been implemented to protect your rights. We will also remain responsible for handling any request you may have in relation to your personal data protection rights as described below.

B) With third parties

We also share your personal data with the following categories of third parties:

1) Government, supervisory and judicial authorities

We are obliged by law (to comply with our regulatory obligations) or we need (to defend ourselves) to disclose personal data to the relevant government, supervisory and judicial authorities, such as:

- **Public authorities, regulators and supervisory bodies** such as the European Central Bank (ECB), National Bank of Belgium (NBB), the Financial Services and Markets Authority (FSMA) and the Federal Public Service Economy in Belgium;
- **Tax authorities** (including in the framework of the Foreign Account Tax Compliance Act (FACTA), the Common Reporting Standard (CRS) or the Law organising a Central Point of Contact for accounts and financial contracts) who may require us to report customer assets or other personal data such as your name and contact details and other information about your organisation. For this purpose, we may process your identification data such as social security number, tax identification number or any other national identifier in accordance with applicable law;
- **Judicial/investigative authorities** such as the police, public prosecutors, courts and arbitration/mediation bodies (including at their express and legal request).

2) Other financial institutions and entities

To process certain payment and withdrawal services, we share your personal data with another bank or a specialised financial company. We also share your personal data with financial sector specialists who assist us with financial services such as:

- Exchanging secure financial transaction messages such as Worldwide Interbank Financial Telecommunication (SWIFT);
- Payments and credit transactions worldwide including Mastercard and VISA where applicable;
- Processing electronic transactions worldwide;
- Settling domestic and cross-border security transactions and payment transactions;
- Account information services; if you have specifically instructed an account information service provider to retrieve account information from your ING accounts on your behalf, we are obliged to share the necessary transaction data with such a provider as long as you have consented to this;
- Payment initiation services; if you have specifically instructed a payment initiation service provider to initiate payments from your ING accounts on your behalf, we are obliged to share access to your accounts with such a provider as long as you have consented to this;
- Other financial services organisations, including superannuation funds, stockbrokers, custodians, fund managers and portfolio service providers.

And we share information with business partners whose financial products we sell, such as insurance companies.

3) Service providers and other third parties

When we use other service providers or other third parties to carry out certain activities in the normal course of business, we may have to share personal data required for a particular task. We carefully select these companies and enter into clear agreements with them on how they are to handle your personal data. We remain responsible for your personal data. These service providers support us with activities such as:

- Designing, developing and maintaining internet-based tools and applications;
- IT service providers who may provide application or infrastructure services (such as cloud services);
- Marketing activities or events and managing customer communications (including customer satisfaction surveys);
- Preparing reports and statistics, printing materials and designing products;
- Placing advertisements on apps, websites and social media;

- Legal, auditing or other special services provided by lawyers, notaries, trustees, company auditors or other professional advisors;
- Identifying, investigating or preventing fraud or other misconduct by specialised companies;
- Performing specialised services such as postal mail by our agents, archiving of physical records, contractors and external service providers;
- Carrying out securitisation arrangements (such as trustees, investors and the advisers).

4) Independent agents, brokers and business partners

We may share your personal data with independent agents, brokers or business partners who act on our behalf, or who jointly offer products and services, such as insurance, with us. They are registered in line with local legislation and operate with due permission of regulatory bodies.

5) Researchers

We are always looking for new insights to help you get ahead in life and in business. For this reason, we exchange personal data (when it is legally allowed) with partners such as universities and other independent research institutions, who use it in their research and innovation. The researchers we engage must satisfy the same strict requirements as ING employees. When possible, the personal data will be shared at an aggregated level to ensure the results of the research are anonymous.

A list of the main recipients and sources of your data (including an overview of the most important third-party service providers that will receive your personal data) is included under Section 13 of this Statement ("Supplement to the Personal data protection Statement of ING Belgium S.A.: Main recipients and sources of your data").

5. Under what conditions do we transfer personal data outside the EEA?

Whenever we share your personal data (if EU data protection laws apply) with third parties or other ING entities located in countries outside of the European Economic Area (EEA) that do not offer an adequate level of data protection, we will make sure there are adequate measures in place to ensure that your personal data is sufficiently protected.

For this purpose, we rely on so-called transfer tools, such as:

- [EU Model clauses](#) or Standard Contractual Clauses; these are contractual clauses we agree with any external service providers located in a non-adequate country to ensure that such a provider is contractually obliged to provide an adequate level of data protection.
- **Binding Corporate Rules**; for personal data transfers within ING Group, we could also rely on binding internal Group policies (i.e. the Binding Corporate Rules) to ensure that ING entities located in a non-adequate country adhere to an adequate level of data protection when processing personal data as set out in Section 4 ("Who do we share your personal data with and why?").

ING may also rely upon, amongst others:

- the respect of the EU-US Data Privacy Framework;
- the conclusion or the execution of an agreement, a transaction or a third-party transaction in your favour;
- requirements based on applicable local laws and regulations;
- data transfer that are necessary for reasons of public interests;
- your explicit consent;
- the respect of international treaties.

Furthermore, we will assess on a case-by-case basis whether any organisational, technical (such as encryption) and/ or contractual safeguards need to be implemented to ensure your personal data is adequately protected, taking into account the legal framework of the country where the data importer is located.

6. Do we make automated decisions and engage in profiling?

Automated decision-making is when we make decisions by technological means without significant human involvement. Profiling involves the automated processing of personal data with a view to evaluating or predicting personal aspects such as the economic situation, reliability or likely behaviour of a person.

Since ING Belgium serves a wide group of customers, it makes the use of automated decision-making and profiling imperative. Examples are:

1) Credit risk rating

When you apply for a loan or credit, we create a profile to assess whether you can meet your financial obligations to us and to ensure that we do not offer loans or credits that are not suitable for you. We assess the risk connected to a contract with you via a method called credit scoring. Your credit score is calculated based on automated decision-making. You have to achieve a pre-defined minimum score to ensure an acceptable risk for you and us.

The credit score is calculated mainly on your financial standing. Based on the personal data you provide in the credit-scoring process, we consult external credit (rating) registers (including the Central Individual Credit Register of the National Bank of Belgium) to acquire relevant financial information. If you already have or had a relationship with us in the past (taking into account applicable retention periods), we combine the (external) financial information with your internal payment history. If you do not achieve the minimum score, the automated credit scoring will decline your application. In that case, we will not enter into an agreement with you since we consider the risks for you and us to be too high. You have the right to contest such automated decisions. We refer to section 7 on how to do this.

2) Prevention of fraud and money laundering and terrorism financing

We are obliged or we need to perform customer and transaction screening to detect potential actual criminal activity. As a result, we pay particular attention to unusual transactions and to transactions that - by their nature - result in a relatively high risk of fraud, money laundering or terrorism financing. To do this we create and maintain a risk profile for you. If we suspect that a transaction is connected with money laundering or terrorist financing, we are obliged to report this to the authorities.

Examples of factors that we take into account that may indicate an increased risk of fraud or money laundering and terrorist financing are:

- Changes in a person's normal spending and payment behaviour, such as unexpectedly large amounts being transferred or debited;
- Payments to or from suspicious countries, stores or addresses;
- Two PIN payments by a single person in two vastly different locations at the same time;

- Being listed on an internal referral register. This ING's register is a list that includes persons and institutions who have committed fraud or otherwise pose a risk to the financial sector or with whom we no longer want a relationship. They are a risk to ING, its staff and/or its customers. Only some employees of specific ING departments may have access to the details of the files on a need-to-know basis;
- Being listed on any public national or international sanctions lists.

7. What are your rights and how do we respect them ?

If your personal data is processed, you have personal data protection rights. If you have questions about which rights apply to you, please get in touch with us, i.e. using the email address mentioned in Section 12 ("Contact and questions").

You have the following rights:

A) Right of access

You have the right to ask us for an overview of your personal data that we process.

B) Right to rectification

If your personal data is incorrect, you have the right to ask us to rectify it. If we shared data about you with a third party and that data is later corrected, we will also notify that party accordingly.

C) Right to object to processing

You can object to ING using your personal data for its own legitimate interests if you have a justifiable reason. We will consider your objection and whether processing your personal data has any undue impact on you that would require us to stop processing your personal data.

You may not object to us processing your personal data if:

- we are legally required to do so; or
- it is necessary to conclude and fulfil a contract with you.

You can also object to receiving (personalised) commercial messages from us (e.g. by e-mail, mail and phone) or to have your personal data used for statistical purposes. When you become an ING customer, we may ask you whether you want to receive personalised commercial offers or

information based on your payment data and other similar details. Should you later change your mind, you can choose to retrieve your consent of receiving these messages.

You can choose to opt out of receiving these (personalised) commercial messages by, amongst others:

- using the 'unsubscribe' link at the bottom of commercial e-mails;
- adapting your Personal data protection settings in your ING Home'Bank / Business'Bank or ING Banking;
- filling in our contact form on www.ing.be ;
- calling ING +32.2.464.60.04;
- visiting www.robinsonlist.be/index.html and www.dncm.be (FR) subscribing to Robinson Mail and the "Do Not Call Me List".

In addition, even if you opt out of receiving commercial (personalised) offers, we will alert you to unusual activity on your account, such as:

- when your credit or debit card is blocked;
- when a transaction is requested from an unusual location.

D) Right to object to automated decisions

You have the right not to be subject to decisions which may legally or significantly affect you and that were based solely on automated processing using your personal data. In such cases you may ask to have a person to make the decision instead.

Some of our decisions are however the result of automated processes for which you gave us explicit consent or these decisions are necessary to conclude or fulfil a contract with you (e.g. in relation to credit scoring as explained above). In both cases, after the automated decision being made, you may ask for human intervention and contest the resulting decision (e.g. automatic refusal of an online credit application, based on credit scoring).

Your right to object and to contest may be impeded if automated decisions are made for legal reasons.

E) Right to restrict processing

You have the right to ask us to restrict using your personal data if:

- you believe the personal data is inaccurate;
- we are processing the personal data unlawfully;
- we no longer need the personal data, but you want us to keep it for use in a legal claim;

- you have objected to us processing your personal data for our own legitimate interests.

F) Right to data portability

You have the right to ask us to transfer your personal data directly to you or to another company. This applies to personal data you have provided with us directly and that we process by automated means with your consent or on the basis of a contract with you. Where technically feasible, and based on applicable local law, we will transfer your personal data.

G) Right to erasure ('right to be forgotten')

You may ask us to erase your personal data. However, ING is sometimes legally obliged to keep your personal data. Your right to be forgotten is only applicable if:

- we no longer need it for its original purpose;
- you withdraw your consent for processing it;
- you object to us processing your personal data for our own legitimate interests or for personalised commercial messages;
- ING unlawfully processes your personal data; or
- local law requires ING to erase your personal data.

H) Right to complain

Should you as a customer or as a customer's representative be unsatisfied with the way we have responded to your concerns, you have the right to submit a complaint to us. If you are still unhappy with our response to your complaint, you can escalate it to the Data Protection Officer (DPO) of ING Belgium. You can also lodge a complaint with the Belgian Data Protection Authority: Rue de la presse/Drukpersstraat 35, 1000 Brussels. (website: www.dataprotectionauthority.be).

I) Right to withdraw consent

If you have given your consent to us for specific processing of your personal data as set out in Section 3 ("What do we do with your personal data?"), you can withdraw your consent at any time. From that moment, we are no longer allowed to process your personal data. Please be aware that such withdrawal will not affect the lawfulness of processing based on consent before its withdrawal.

J) Exercising your rights

If you want to exercise your rights or submit a complaint, please use the below details for ING Belgium. For other ING Entities in other countries

there is a list of contact information at the end of this Personal data protection Statement.

If you want to exercise your rights you can already access and amend some of your personal data when you log in on ING Home'Bank / Business'Bank or ING Banking.

If you have questions, want to know more about ING's data protection policies and how we use your personal data, you can primarily contact us through our usual channels by:

- logging on to our ING secure remote channels (via Home'Bank, via Business'Bank or via the ING Banking App, the chat room is available to you), and sending us a message with a reference to "Privacy",
- contacting your relationship manager, your personal or private banker,
- making an appointment at your nearest branch via the following contact form; or
- contacting us by phone: +32 464 60 02 (FR), +32 464 60 01 (NL), +32 464 60 04 (EN).

In case of requests to exercise your Personal data protection rights or in the event of complaints relating to the processing of your personal, you can also send us a request with a copy of your identity document and with "Privacy" as a reference via:

- E-mail: plaintes@ing.be / klachten@ing.be
- Letter: ING Customer Care Center, Cours Saint Michel 60/Sint-Michielswarande 60, B-1040 Brussels.

If you did not obtain a satisfactory resolution of your case or if you would like to receive further information about this Personal data protection Statement, you can submit a written request to the ING Data Protection Officer (DPO) via:

- E-mail: ing-be-PrivacyOffice@ing.com
- Letter: ING Privacy Office, Cours Saint Michel 60/Sint-Michielswarande 60, B-1040 Brussels.

If you would like more information or if you are not yet satisfied with our reaction, you have the possibility to obtain information and the right to lodge a complaint with the Data Protection Authority (e.g. via the website: www.dataprotectionauthority.be).

When exercising your right, the more specific you are with your request, the better we can assist. We may ask you for a copy of your ID, additional information to verify your identity, or for example, we may ask you to go to an ING branch to identify you correctly. In some cases, we may deny your request and, if permitted by law, we will also notify you of the reason for denial of your request. If permitted by law,

we may charge a reasonable fee for processing your request.

We want to address your request as quickly as possible. However, based on your location, the response times may vary. In any case treating your request should not take longer than 1 month after receipt of your request. Should we require more time to complete your request, we will notify you immediately and provide reasons for the delay.

In certain legal cases, we may deny your request. If it's legally permitted, we will let you know in due course why we denied it.

8. Are you obliged to provide us with your personal data?

In some cases, we are legally required to collect personal data or your personal data may be needed before we may perform certain services and provide certain products. We undertake to request only the personal data that is strictly necessary for the relevant purpose. Failure to provide the necessary personal data may cause delays or lead to refusal of certain products and services for instance loans or investments.

9. How long do we keep your personal data ?

We do not store your personal data longer than we need to for the purposes (as set out in Section 3 ("What do we do with your personal data?")), for which we have processed it. Consequently, retention periods may depend on circumstances. When assessing how long to keep personal data, retention requirements might be stipulated by other applicable laws (e.g. anti-money laundering law). Personal data collected in the context of conclusion or performance of an agreement can also be kept as evidence in litigation.

In most cases, the retention period will be 10 years after the end of our agreement (regarding your bank account) or business relationship with you or even up to 30 years for your mortgage loan data. Sometimes we use different storage periods. For example, if the supervisory authority requires us to store certain personal data longer or if you have filed a complaint that makes it necessary to keep the underlying personal data for a longer period. Other data collected by surveillance cameras are kept for shorter periods as required by law.

If we no longer need your personal data as described above, we delete or anonymise the personal data, in accordance with regulatory provisions and applicable law.

10. How do we protect your personal data?

We take appropriate technical and organisational measures to ensure the availability, confidentiality and integrity of your personal data and the way it is processed. This includes state-of-the-art IT security, system and access controls, security monitoring, segregation of duties. We apply an internal framework of policies and minimum standards across all our businesses to keep your personal data safe. These policies and standards are periodically reviewed to keep them up to date with regulations and market developments.

In addition, ING employees are subject to confidentiality obligations and may not disclose your personal data unlawfully or unnecessarily. To help us continue to protect your personal data, you should always contact ING if you suspect that your personal data may have been compromised.

11. Changes to this Statement

We may amend this Personal data protection Statement to remain compliant with any changes in law and/or to reflect how our business processes personal data. This version was created and published at the end of October 2023 and enters into force on 1st January 2024. The most recent version is available at [ING.be](https://www.ing.be).

12. Contact and questions

To learn more about how we protect and use your personal data or for other additional information, you may also consult Article 5 (Professional discretion) and Article 6 (Protection of personal data) of the General Regulations of ING Belgium or the specific provisions regarding the protection of personal data in your agreements with ING Belgium or in specific terms and conditions of ING Belgium, available at ING branches and on www.ing.be.

For any other question, feel free to contact the Data Protection Officer of ING Belgium (ing-be-PrivacyOffice@ing.com or ING Privacy Office, Cours Saint Michel 60/Sint-Michielswarande 60, B-1040 Brussels).

13. Supplement to the Personal data protection Statement of ING Belgium S.A.: Main recipients and sources of your data

A) MAIN RECIPIENTS

Your data are processed by ING Belgium in confidential manner.

They shall not be shared with third parties for other reasons than those mentioned in point 4 of this Statement ("Who do we share your personal data with and why?").

A list of the main recipients can be found hereunder:

Persons designated by you

These persons can be:

- The beneficiaries of your payments;
- Your family members
- Organisations intervening upon your request, such as Ombudsfm, an insurance company, ...

Independent intermediaries and commercial partners

This concerns primarily independent agents and brokers offering ING Belgium's products and services.

Competent authorities

The main competent authorities receiving your personal data are the following:

- Communications to **judicial or administrative authorities** (including the Data protection authority, the tax authorities, ...), or an extrajudicial mediation service (in particular, Ombudsfm) or an association defending people's interests or a specific cause;
- Legal communications at the **Central Point of Contact** of the National Bank of Belgium (NBB);
- Legal communications to the **Central Individual and Corporate Credit Register** of the NBB;
- Communications to the **File of non-regulated registrations** of the NBB;
- Communications to the **Basic Banking Service Chamber** within the FPS Economy, responsible for appointing a basic banking service provider within the framework of the basic banking service for businesses;
- Communications to public authorities or bodies

in connection with combating fraud, with ING limiting itself to confirming whether or not a person is the holder of an account number, with the person's details and associated account numbers being communicated by the public authority or body concerned, notably:

- Federal Pensions Service
- National Social Security Office
- FPS Finance
- Federal Agency for Occupational Risks (FEDRIS)
- National Office for Annual Vacations (ONVA)
- Horeca Social and Guarantee Fund
- Famiris, Fons and Famiwal
- Ministry of the German-speaking Community, Ministry of Family and Social Affairs
- Kind & Gezin
- Walloon Agency for Health, Social Protection, Disability and Families (Aviq)
- Iriscare (THAB)

Financial sector specialists and other service providers

We also call on various companies whose involvement is necessary or useful to achieve one of the purposes pursued by us. In doing so, these companies act in principle as subcontractors of ING Belgium (and/or in some cases also as (joint) controllers of the processing of your personal data).

They are:

- Financial sector specialists, or
- Other service providers.

a) Financial sector specialists

Financial sector specialists who also have a legal obligation to treat personal data with all due care are:

- **SWIFT SCRL/CVBA** (established in Belgium) for secure financial transaction message exchange whose data are stored in the United States and are subject to US law;
- **MasterCard Europe SP/BV** (established in Belgium) and **VISA Europe Limited** (established in the United Kingdom) for payments and credit transactions worldwide;
- **Card Stop** (service of equensWorldline) to block your debit or credit card (including the ING Card);
- **equensWorldline** (established in Belgium) for global credit transactions and equensWorldline Group companies in Morocco and India, which operate as subcontractors;

- **Euroclear** (established in Belgium) for settlement / delivery of securities worldwide, for domestic and international bond and equity transactions;
- **Gemalto** (established in France) for the personalisation of debit or credit cards (including the ING Card);
- **Payconiq** (established in Luxembourg) to facilitate payments with smartphone;
- **Isabel** (established in Belgium) for services via the Internet and the Zoomit service of Isabel;
- **Axcepta BNP Paribas NV/SA** (established in Belgium) for the provision of payment terminals to professionals;
- **Correspondent banking/financial institutions in foreign countries;**
- Clearing and settlement institutions for payments (**Centre d'Echange et de Compensation ASBL** ("CEC", established in Belgium), **Systèmes technologiques d'échange et de traitement SA** ("STET", established in France), **EBA Clearing SA** (established in France), etc.) and for financial instruments (NBB-SSS, Euroclear Belgium and Euroclear Bank, etc.);
- **Companies involved in the mobilisation of bank claims;**
- **Credit institutions, financial institutions and equivalent institutions** in connection with the disclosure of information or intelligence relating to money laundering or terrorist financing, including the (possible) transmission of information to the Financial Intelligence Processing Unit (FIPIU);
- **Batopin SA/NV** (established in Belgium), the consortium created by the major Belgian banks to manage the ATM network and services;
- **Belgian Mobile Wallet NV/SA** (established in Belgium) for the provision of identification, authentication and digital signature services;
- The **other members affiliated to the Kube platform of Isabel SA/NV** (established in Belgium), a list of which is available on www.kube-kyc.be.
Via this Kube platform, ING Belgium communicates the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of ING Belgium as well as those of self-employed persons who are Clients of ING Belgium, with the other above-mentioned members with whom these companies and self-employed persons are also Clients or wish to become Clients and which must also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article

5.7 of the General Banking Regulations. The data thus communicated are those obtained during the customer acquisition process with ING Belgium as well as those subsequently updated with the latter;

- **Insurance companies authorised in Belgium** (for which ING is not acting as an intermediary) in connection with combating fraud, with ING limiting itself to confirming whether or not a person is the holder of an account number, with the person's details and associated account numbers being communicated by the insurance company concerned.

Please read the specific data protection policies/personal data protection statements of these specialists on their respective websites.

b) Service providers

Some specific personal data may be shared with service providers, such as:

Intragroup services

- The service of **ING Business Shared Services Bratislava** in Bratislava, Slovakia for payment and account-related transactions,
- The service of **ING Business Shared Services Manila** in Manila, Philippines for payment, credit and financial transactions (including the release of funds),
- The service of **ING Business Shared Services Bratislava** in Bratislava, Slovakia, **ING Business Shared Services Manila** in Manila, Philippines and **ING Business Shared Services Warschau** in Warsaw, Poland for the identification of clients and other persons concerned, as well as the control and surveillance of their activities (in the context of the fight against terrorism and money laundering),

Generic service providers

- The services of **Fircosoft SAS** (established in the United States) for the screening and monitoring of clients and transactions.
- IT services (including security) of suppliers such as **Unisys Belgium SA/NV** (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), **Tata Consultancy Services Belgium SA/NV** (established in Belgium and India), **HCL Belgium SA/NV** (established in Belgium and India), **Cognizant Technology Solutions Belgium SA/NV** (established in Belgium and India), **ING Business**

Shared Services Warschau (established in Poland),

- The service of **Selligent SA/NV** and **Social Seeder SRL/BV** (established in Belgium) and, where applicable, **external call centres** (in particular, as part of surveys) for marketing activities,
- **Beego NV/SA** (established in Belgium) for support in digitally onboarding bank clients;
- The services delivered by **B-Connected SA/NV**, **Callexcel SA/NV** and **N-Allo SA/NV** (both located in Belgium) in the context of the helpdesk calls (Digital Channel Private Individuals), concerning the support of the digital channels used by our Private customers,
- The security service of funds and securities of **Securitas SA/NV / Loomis Belgium SA/NV** (established in Belgium),
- The archiving service of your banking, financial or insurance data in paper or electronic form from **OASIS Group** in Turnhout in Belgium,
- The postal and correspondence management services of **BPost NV/SA**, **Exela NV/SA**, **Group Joos NV/SA**, **Mastermail SRL/BV**, **Omnilevel NV/SA** and **Speos NV/SA** (both located in Belgium),
- The services for the management of cookies on ING's electronic communication channels in Belgium ("third-party cookies"): **Adobe** (in the United States), **Webtrekk GmbH** (in Germany), **ADMO**, **Doubleclick Inc**, **Google Ireland Ltd** (in Ireland), **Facebook Ireland Ltd** (in Ireland), **Medallia Inc** (in the United States) and **Tiktok Information Technologies UK Ltd.** (established in the United Kingdom).

Product of segment specific service providers

- The service of **ING Business Shared Service Colombo** in Colombo, Sri Lanka for the management of wholesale banking credits,
- The service of **Finance Active SAS** (established in France) for the management of the active debt management platform for Institutional Clients,
- The service of management of the consumer credit and mortgage credit agreements of **Stater Belgium SA/NV** (established in Belgium),
- The services for managing payment and credit incidents by those who carry out an amicable consumer debt recovery activity and who, for this purpose, in accordance with Article 4, § 1 of the Law of 20 December 2002 on amicable consumer debt recovery, are registered with the Federal Public Service Economy, SMEs, Self-employed and Energy (list available on demand), such as the company **Fiducure SA**,
- The services for managing credits: **Opportunity SAS** (in France),

- The custody service of foreign financial instruments and the management of their "corporate actions":
 - for foreign securities:
 - BNP Paribas securities services (Italy, Netherlands, France, Germany), ING Luxembourg (third party funds), Bank of New York Mellon (Central/Eastern Europe and Asia), Brown Brothers Harriman (US markets and NN Funds issued in Luxembourg), UBS (Switzerland, Austria, Portugal, Denmark, Sweden, Norway, Finland, UK, Ireland, South Africa, Spain, Canada), CitiBank Luxembourg (South Africa), Clearstream banking Luxembourg (as international securities depository for bonds).
 - for domestic securities:
 - National Bank of Belgium (securities depository for government bonds), Euroclear Belgium (Belgian shares, warrants), KBC (Belgian Linear bonds), RBC Dexia Investor Services (NN Funds issued in Belgium) and Delen Private Bank, Belfius, Deutsche Bank, Fortis Bank, Beo Bank, Credit Agricole, Argenta, Axa Bank, VDK Bank, Delta Lloyd (as top of the pyramid for cash certificates).

Insurances

Personal data may be transmitted as part of the conclusion or execution of an insurance contract to entities outside the ING Group which are established in a Member State of the European Union and in particular:

- **NN Non-Life Insurance S.A./N.V.**,
- **NN Insurance Belgium S.A./N.V.**,
- **Aon Belgium S.R.L./B.V.**,
- **Inter Partner Assurance S.A./N.V.**,
- **AXA Belgium S.A./N.V.**,
- **Cardif Assurance Vie S.A./N.V.** and **Cardif Assurances Risques Divers S.A./N.V.**,
- **Qover S.A./N.V.**,
- And to their potential representatives in Belgium (in particular **NN Insurance Services Belgium SA/NV** for **NN Non-Life Insurance sa/nv**) (list on request).

Other partners

Personal data may be transmitted to other partner companies of ING (e.g. **Bancontact Payconiq Company SA/NV** established in Belgium; list available on demand), which are established in a Member State of the European Union, for and on behalf of which ING offers products or services, in the event of

the people concerned subscribing to these or showing an interest in them,

B) MAIN SOURCES

A list of the public and private bodies which are the main sources for your data can be found hereunder:

Public bodies

- the **Belgian National Register** and the **Belgian Social Security Crossroads Bank** (via the non-profit association Identifin) for identifying the Client and other people concerned in the event of distance contracts (in connection with combating terrorism and money laundering) or dormant accounts or safe-deposit boxes;
- **Checkdoc(.be)** for verifying Belgian identity documents;
- the **Moniteur Belge**, for identifying legally incapacitated people and their representatives or even representatives of companies in connection with combating terrorism and money laundering. In order to identify the representatives of the companies for this purpose, ING systematically consults the Graydon Insights service of **Graydon Belgium SA/NV** (established in Belgium), and records in its database which centralises the data of the Moniteur Belge, the data of the representatives of all companies, whether clients or not, which are published in the annexes of the Moniteur Belge. In this database, only the data of companies which are ING customers or which have taken steps to open a relationship with ING Belgium are accessible to any ING collaborator;
- the **Belgian register of beneficial owners** ("UBO register") for identifying the beneficial owners of companies, non-profit associations, foundations, trusts and other legal entities similar to trusts in connection with combating terrorism and money laundering;
- the **Crossroads Bank for Enterprises** in connection with identifying the representatives of companies in connection with combating terrorism and money laundering;
- the **Central Individual and Enterprise Credit Register** of the National Bank of Belgium in connection with combating excessive debt;
- the **File of non-regulated registrations** ("ENR") held by the National Bank of Belgium, notably in connection with assessing the creditworthiness of the Client credited and in connection with combating terrorism and money laundering;
- the **Central Balance Sheet Office** held by the National Bank of Belgium, notably in connection with assessing the creditworthiness of the Client

credited and in connection with combating terrorism and money laundering;

- the **Basic Banking Service Chamber**, within the FPS Economy, responsible for appointing a basic banking service provider within the framework of the basic banking service for businesses.
- **CADGIS**, notably to consult the Belgian land registry plan in connection with assessing the real estate offered as security by the person credited;
- the **Register of pledges** held by the FPS Finances;
- the mortgage registry held by the FPS Finances.
- the **Notary Deeds Database** (NABAN), under the responsibility of the Manager of the Notariële Aktebank (the Royal Federation of Belgian Notaries);
- the database of the **Flemish Agency for Energy and Climate** (VEKA) on energy performance certificates for the analysis of the application for a mortgage or for a credit for energy-efficient renovations;
- a database of the **Federal Public Service Finance** to retrieve certain data from the tax return of a self-employed credit applicant and his/her partner for the purpose of analysing his/her credit application;
- the **judicial or criminal authorities**, in connection with law enforcement (including in the event of seizures) or an **extrajudicial mediation service** (in particular, Ombudsfm) or an association defending people's interests or a specific cause.

Private bodies

- the World-Check risk detection service of **Thomson Reuters Ltd.** (in the United Kingdom, collecting data both within and outside of the European Union) or of **Regulatory DataCorp Ltd.** (in the United Kingdom, collecting data both within and outside of the European Union), the services of **PricewaterhouseCoopers Belgium SCRL** (in Belgium), **Deloitte Belgium** (in Belgium), **Graydon Belgium SA** (in Belgium), **Swift SCRL** (in Belgium), **Isabel NV** (in Belgium), **Morningstar Holland BV** (in the Netherlands), Internet search engines, press and other reliable sources in connection with combating terrorism and money laundering;
- The **other members affiliated to the Kube platform of Isabel SA/NV** (established in Belgium), a list of which is available on www.kube-kyc.be. Via this Kube platform, ING Belgium may receives the personal data of the legal representatives and ultimate beneficiaries owners (UBOs) of companies/corporations which are Clients of

these other members as well as those of self-employed persons who are Clients of these other members, from the other above-mentioned members provided that these companies and self-employed persons are also Clients of ING Belgium or wish to become Clients of ING Belgium, and this in order to also comply with the obligations of the anti-money laundering legislation or the legal obligations relating to the automatic exchange in connection with cross-border tax arrangements as mentioned in article 5.7 of the General Banking Regulations. The data thus communicated are those obtained during the customer acquisition process with these other members as well as those subsequently updated with these members;

- the financial information services of **Graydon Belgium SA**, Bel-first of **Bureau van Dijk Electronic Publishing SA**, **Dun & Bradstreet BV** (information about companies and their representatives), the postal address identification services of **Bisnode Belgium SA** (all in Belgium), the research services of **Foundation OpenStreetMap Ltd.** (in the United Kingdom) and other search engines in connection with marketing;
- the financial and commercial information services of **Moody's Investors Service Ltd** (in the United Kingdom), **Coface SA** (in France), **Creditsights Ltd** (in the United Kingdom) and **Bloomberg Ltd** (in the United States) in connection with identifying company representatives, granting and managing loans, marketing and asset management;
- the services "BehavioSec" of **LexisNeris Risk Solutions** (established in United Kingdom) in the context of combating fraud in the use of ING Belgium's electronic services;
- the services of **Mitek Systems BV** (in the Netherlands) for the identification of the clients based on their picture, in the framework of our purpose of monitoring the regularity of transactions (including the prevention of irregularities);
- the simulation services of **Corporate Facility Partners BV** (established in the Netherlands) for the assessment of the energetic efficiency of buildings and the works required to improve it and the work required to improve it in the context of real estate mortgage loans with ING.

<https://assets.ing.com/m/6a745e7b85191fe4/GeneralRegulationsNewEN.pdf>

For further details, please refer to the General Regulations (in particular, articles 5 and 6) on the website of ING Belgium S.A./N.V. :

Country	Contact details for Data Protection Officer within ING Entities	Data Protection Authority
Australia	customer.service@ing.com.au	OAIC- Office of the Australian Information Commissioner https://oaic.gov.au/
Belgium	ing-be-privacyoffice@ing.com or ING Privacy Office, Cours Saint Michel 60/Sint-Michielswarande 60, B-1040 Brussels	Data Protection Authority https://www.dataprotectionauthority.be/ Rue de la Presse 35 / Drukpersstraat 35, B-1000 Brussels
Bulgaria	Emil.Varbanov@ing.com	Commission for Personal Data Protection https://www.cdpd.bg/
China	dpochina@asia.ing.com	
Czech Republic	Dpo-cz@ing.com	Úřad pro ochranu osobních údajů https://www.uoou.cz
France	Dpo.privacy.france@ing.com	Commission Nationale Informatique et Libertés https://www.cnil.fr/fr
Germany	datenschutz@ing.de	Der Hessische Beauftragte für Datenschutz und Informationsfreiheit https://datenschutz.hessen.de/
Hong Kong	dpohongkong@asia.ing.com	PCPD- Privacy Commissioner for Personal Data, Hong Kong https://www.pcpd.org.hk/
Hungary	communications.hu@ingbank.com	Hungarian National Authority for Data Protection and Freedom of Information http://www.naih.hu/
Italy	privacy@ingdirect.it	Garante per la protezione dei dati personali www.gdpd.it www.garanteprivacy.it
Japan	dpotokyo@asia.ing.com	PPC – Personal Information protection Commission Japan https://www.ppc.go.jp/en/
Luxembourg	dpo@ing.lu	CNPD - Commission Nationale pour la Protection des Données https://cnpd.public.lu
Malaysia	dpomalaysia@asia.ing.com	PDP - Jabatan Perlindungan Data Peribadi http://www.pdp.gov.my/index.php/en/
Netherlands	privacyloket@ing.nl	Autoriteit Persoonsgegevens https://autoriteitpersoonsgegevens.nl/
Philippines	dpomanila@asia.ing.com	National Privacy Commission https://privacy.gov.ph/
Poland	abi@ingbank.pl	Generalny Inspektor Ochrony Danych Osobowych http://www.giodo.gov.pl/
Portugal	dpo@ing.es	CNPD- Comissão Nacional de Protecção de Dados https://www.cnpd.pt
Romania	protectiadatelor@ing.ro	National Supervisory Authority for Personal Data Processing (ANSPDCP) http://www.dataprotection.ro/
Russia	Mail.russia@ingbank.com	The Federal Service for Supervision of Communications, Information Technology, and

		Mass Media (Roskomnadzor) https://rkn.gov.ru/
Singapore	dposingapore@asia.ing.com	PDPC- Personal Data Protection Commission Singapore https://www.pdpc.gov.sg/
Slovakia	dpo@ing.sk	Úrad na ochranu osobných údajov Slovenskej republiky https://dataprotection.gov.sk/uouu/
South Korea	dposouthkorea@asia.ing.com	
Spain	dpo@ing.es	Agencia Española de Protección de Datos https://www.agpd.es
Taiwan	70th floor, Taipei 101 Tower 7 XinYi Road, Sec. 5 11049 Taipei Taiwan	
Ukraine	dpe.office@ing.com	Personal Data Protection department of Ombudsman http://www.ombudsman.gov.ua
United Kingdom	ukdpo@ing.com	Information Commissioner's Office (ICO) https://ico.org.uk

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