# CONDITIONS AND CUSTOMER INFORMATION FOR AION BANK SA/NV REGARDING SAVINGS VAULT

## A. Conditions of the Deposit-taking Bank for Deposit Product

## 1. Scope of validity

These terms and conditions (the "Master Customer Agreement" or the "MCA") shall apply to the conclusion of on-call deposits, notice deposits, overnight deposits, and fixed-term deposits ("Deposit Product(s)") between the customer (the "Depositor") and Aion Bank SA/NV, Avenue de la Toison d'Or 26, 1050 Brussels, Belgium (the "Deposit-taking Bank").

The Depositor is a customer of Revolut Bank UAB, a corporation, constituted and incorporated under the laws of Lithuania, having its registered address at Konstitucijos ave. 21B, Vilnius, LT-08130, Lithuania, legal entity code 304580906 ("**Client Bank**") or Client Bank Affiliate. "Client Bank Affiliate" means in relation to the Client Bank, any entity that directly or indirectly controls, is controlled by, or is under common control with Client Bank from time to time.

Client Bank operates a marketplace known as "Savings Vault" (or any other title as chosen by the Client Bank) for third-party Deposit Products that are made available to its customers ("Savings Vault").

The Depositor seeks to place a precise amount of funds (the "Deposit Amount") into a Deposit Product with the Deposit-taking Bank via Savings Vault (the "Deposit(s)").

This MCA does not apply to Deposit Products that are not placed through Savings Vault.

To use Savings Vault, the Depositor holds a reference account with the Client Bank or Client Bank Affiliate (the "Reference Account"). Within the framework of the "Savings Vault Terms" concluded with the Client Bank, the Depositor has authorised and instructed the Client Bank to make the declarations of intent required for the conclusion of an individual or multiple Deposit Product(s) with the Deposit-taking Bank on the Depositor's behalf (the "Savings Vault Terms"). The funds are placed via the Client Bank or Client Bank Affiliate by means of transfer to an account opened with and by the Deposit-taking Bank for all and only Depositors of Savings Vault.

# 2. Agreement on the conditions and conclusion of Deposit Products and Prolongation

## (1) Agreement on the conditions

The conditions are in force at the time that the Deposit Product is deposited with the Deposittaking Bank (Section A.3).

## (2) Conclusion of the Deposit Product

Before transferring the Deposit Amount to the Deposit-taking Bank, the Depositor must agree to the Savings Vault Terms and enter into this Master Customer Agreement. After these agreements have been entered into, the Depositor can request the transfer of the Deposit Amount to the Deposit-taking Bank via the Savings Vault feature in the Revolut app. Upon receiving the transfer request, the Client Bank or Client Bank's Affiliate will then transfer the Deposit Amount from the Reference Account to an account opened with and by the Deposit-taking Bank for all and only Depositors of Savings Vault. The Depositor will then receive a Deposit confirmation from the Client Bank that is subject to acceptance of the Deposit by the Deposit-taking Bank.

The Deposit-taking Bank is able to reject the transfer request within three business days of the request being made. If the Deposit-taking Bank exercises this rejection right, the Deposit-taking Bank is under no obligation to provide the Deposit Product and is deemed to not have entered into the Master Customer Agreement. The Client Bank shall inform the Depositor immediately in the event of rejection. In this case, the Deposit Amount will be promptly transferred back to the Reference Account.

The Master Customer Agreement can only be concluded by Depositors who:

- are private individuals, and
- act for their own economic account, and
- are not US citizens according to the tax laws of the USA (FATCA).

## (3) Prolongation

If a prolongation is possible for fixed-term Deposit Products and the Depositor chooses this, the Depositor gives the order to redeposit the full Deposit Amount for the same period and at the then applicable interest rate. Client Bank will inform the Depositor of the applicable interest rate of the new Deposit with the due date notification, at latest fourteen (14) days before the current Deposit expires. In the case of a prolongation, only the original Deposit Amount is redeposited, but not the accrued interests. Accrued interest is credited to the Depositor's Reference Account.

The Depositor can request a prolongation at the time of the conclusion of the Deposit as well as request or revoke his or her mandate from Client Bank during the term, the latest five (5) bank working days before the end of the Deposit term.

The Deposit-taking Bank and Client Bank can withdraw the possibility of prolongation or reject an order already placed by the Depositor. The Depositor will be informed of this with the due date notification or by other means no later than five (5) bank working days before the end of the term.

In the event of the Depositor's revocation or the refusal of an authorization already granted to the Depositor by the Deposit-taking Bank or Client Bank, there will be no prolongation.

The above regulations apply accordingly in the event of a possible repeated prolongation.

## 3. Deposit Product Conditions

The terms and conditions of a Deposit Product are set out in the Deposit Information sheet of the individual Deposit Product of the Deposit-taking Bank available in the Revolut app ("Deposit Information"), insofar as this is not already regulated by this Master Customer Agreement. The Deposit Information represent the essential terms of the Deposit Product (e.g. term of the deposit and applicable interest rate) and becomes part of this Master Customer Agreement upon the conclusion of the Deposit Product.

## 4. Management of an account at the Deposit-taking Bank

## (1) Account for the Deposit Product

The Deposit-taking Bank maintains an individual Deposit Account for each Depositor as beneficial owner and for each Deposit Products.

## (2) Transit Account

The Depositor agrees that the collected Deposits and repayments (as discussed below in para. 5) at the Deposit-taking Bank shall be made via an account held at Client Bank (the "**Transit Account**") to the Reference Account.

## 5. Repayment

The Deposit-taking Bank fulfils its obligation to repay the Deposit including interest in accordance with the conditions of the Deposit Product, by transferring the respective amounts to the Transit Account. The repayment will be made by Client Bank in accordance with the Savings Vault Terms from the Transit Account to the Depositors' Reference Account.

## 6. Prices, costs, and fees

For the duration of the Master Customer Agreement, the services of the Deposit-taking Bank in connection with execution of the MCA shall be free of charge.

This does not apply in the event that the Depositor expressly informs the Deposit-taking Bank in accordance with Section A. 7(2) that they require documents and information to be sent by post or otherwise, which have already been made available in the Revolut app, and for which the statutory retention periods for the Deposit-taking Bank have not yet expired. In this case, the documents and information shall be sent subject to an appropriate fee that accounts for the circumstances of the individual case. The Deposit-taking Bank shall inform the Depositor of the respective fee amount in writing, in advance and in reasonable time.

# 7. Authorisation to receive, issuance of documents or information and obligation to inspect

## (1) Appointment of the authorised recipient

The Depositor appoints the Client Bank as their authorised recipient for the issuance of all legally required and all further information and documents addressed to the Depositor by the Deposit-taking Bank (e.g. certificates of balance) within the framework of the Master Customer Agreement and the Deposit Product.

The authorisation to receive is irrevocable, insofar as and if the Savings Vault Terms are not terminated, unless there is good reason for revocation. The Depositor has concluded an agreement with the Client Bank, according to which the Client Bank shall make the information and documents available to them via the Revolut app.

#### (2) Issuance of documents or information

By using Savings Vault, and exclusively for the duration of the Deposit Product investment placed via Savings Vault, the Depositor expressly waives the obligation of the Deposit-taking Bank to send them all documents and information in paper form by post. All documents and information that the Deposit-taking Bank must issue to the Depositor due to the statutory provisions, within the framework of the Master Customer Agreement and the Deposit Product, shall be issued to the Depositor in electronic form via the Revolut app and whenever legally required delivered to the Depositor's e-mail address in PDF format. However, the Deposit-taking Bank is entitled to send the deposited documents and information to the Depositor by post or e-mail if this should be necessary due to legal provisions or other circumstances, such as technical difficulties, taking into account the interests of the Depositor.

## (3) Receipt of instructions and notifications from the Depositor

Instructions and notifications issued by the Depositor to the Client Bank and intended for the Deposit-taking Bank are only received by the Deposit-taking Bank once the Client Bank has forwarded the instruction or notification to the Deposit-taking Bank and this has come within

the Deposit-taking Bank's sphere of control. The Client Bank is the Depositor's messenger in this respect.

## (4) Obligations to inspect

The Depositor must immediately check pay-in notifications, due date notifications and interest pay-out notifications received for their correctness and completeness and must raise any objections with the Client Bank without delay. If the Depositor does not receive pay-in notifications, due date notifications or interest pay-out notifications, they must notify the Client Bank of this immediately.

#### 8. Taxes

The Depositor is aware of the fact that in accordance with the obligations stemming from international treaties entered into by Belgium, the Depositor's identity and information regarding the Depositor's accounts can be communicated to foreign competent authorities, including tax authorities, as a result of a valid request in this respect. The Deposit-taking Bank cannot be held liable for the damage as a result of a transfer of information regarding the Depositor's legal or tax situation by the Deposit-taking Bank, or as a result of the non-compliance by the Depositor with his/her obligations resulting from his/her legal or tax status.

The Deposit-taking Bank cannot be held liable in case a Depositor has not complied with his/her tax obligations in the country of domicile or towards any country that sees the Depositor as its tax resident or believes that the Depositor has obligations of a tax nature to comply with. The Depositor undertakes to compensate the Deposit-taking Bank for any damage resulting from the non-compliance by the Depositor of these obligations.

The Depositor undertakes to inform the Deposit-taking Bank immediately if he/she is or will become a US person, i.e. a citizen or resident of the United States of America ("US Person") in accordance with US regulations and more generally which status he/she has according to the American regulation relating to "Foreign Account Tax Compliance Act" ("FATCA") in force.

The Depositor must keep the Deposit-taking Bank informed of any modification of his/her status.

The Depositor expressly acknowledges that the Deposit-taking Bank may provide any information regarding the Depositor's FATCA or CRS regulation status and/or residence for tax purposes as well as the Depositor's accounts when permitted by law. In this case, the Deposit-taking Bank reserves the right to disclose such information to the competent authorities. In addition, the Depositor is informed that according to FATCA regulation and international agreements signed or to be signed with Belgium, the Deposit-taking Bank could be held to report certain information regarding the Depositor and the assets held and/or the income the Depositor has received to the competent tax authorities. Furthermore, in the event that certain indications, as defined by any applicable law, lead the Deposit-taking Bank to presume that the Depositor could be a US person, the latter is obliged to respond promptly, and within the period

granted by the Deposit-taking Bank, to the questions raised in relation with his/her links with the United States of America and/or his/her eventual status regarding FATCA regulation and to provide the Deposit-taking Bank with any relevant documentary evidence at the Deposit-taking Bank's convenience. Should the Depositor fail to do so, the Deposit-taking Bank will be entitled to terminate the relationship without any further notice and/or to apply any withholding tax imposed by any applicable laws or regulations.

## 9. Contract period and termination of the Master Customer Agreement

## **Ordinary termination:**

If there are no amounts deposited in the Savings Vault or other Deposit Product the Depositor can terminate the Master Customer Agreement at any time with immediate effect.

The Deposit-taking Bank's relationship with the Client Bank may terminate, in which case the Deposit-taking Bank may terminate this Master Customer Agreement by providing two months' notice (where possible).

## **Extraordinary termination - all Deposit Products:**

The Depositor or the Deposit-taking Bank may terminate the Master Customer Agreement without notice, notwithstanding any statutory termination rights that may exist, if good reason exists for this, which makes it unreasonable for the Depositor or the Deposit-taking Bank to continue the Master Customer Agreement, also taking into account the interests of the Deposit-taking Bank or the Depositor.

Good reason exists on the part of the Deposit-taking Bank in particular, if:

- the Depositor provides incorrect information when the investment is opened,
- the Depositor's US tax liability (FATCA) commences or becomes known,
- the Depositor is included in an embargo or sanctions list,
- the Depositor refuses to provide the necessary documents and information.

If the good reason involves the breach of a contractual obligation, termination is only permissible after the unsuccessful expiry of a reasonable period of time set for remedial action or after an unsuccessful warning, unless this is dispensable due to the special features of the individual case.

In the event of extraordinary termination by the Deposit-taking Bank or the Depositor, the Depositor shall receive the interest per the agreed interest rate for the contract period from the start of the term until the point of termination, and the investment amount shall be repaid.

## (1) Principles of liability

In the performance of its obligations, the Deposit-taking Bank shall be liable for any fault of its employees and those persons it draws upon for the performance of its obligations.

## (2) Forwarded orders

If the contents of an order are typically executed in such a way that the Deposit-taking Bank entrusts a third party with their further execution, the Deposit-taking Bank fulfils the order by forwarding it to the third party in its own name (forwarded order). In such cases, the Deposit-taking Bank remains liable for the execution of the order.

#### (3) Disruption of operations

The Deposit-taking Bank shall not be liable for damages caused by force majeure, uprising, war and natural disasters or other events for which it is not responsible (e.g. strike, lockout, traffic disruption, acts of government domestically or abroad).

## 11. Banking secrecy

The Deposit-taking Bank is obliged to maintain secrecy regarding all Depositor-related facts and assessments of which it becomes aware (banking secrecy). The Deposit-taking Bank may only disclose information about the Depositor if required to do so by law, or if the Depositor has consented, or if the Deposit-taking Bank is authorised to provide bank information.

## 12. General terms and conditions of the Deposit-taking Bank

The general terms and conditions of the Deposit-taking Bank do not apply for the duration of the investments placed by the Depositor with the Deposit-taking Bank via Savings Vault.

## 13. Limits of the Depositor's right of offset

The Depositor may only offset against claims of the Deposit-taking Bank if the Depositor's claims are undisputed or have been legally established.

## 14. Right of disposal following the death of the Depositor

Following the death of the Depositor, the person who invokes legal succession of the Depositor in relation to the Deposit-taking Bank must prove their entitlement under inheritance law to the Deposit-taking Bank via the Client Bank in a suitable manner. If a copy or a certified copy of the

testamentary disposition (last will, inheritance contract) together with the corresponding opening statement is submitted to the Deposit-taking Bank, the Deposit-taking Bank may regard the person designated therein as the heir or executor of the will as the entitled party, allow them to dispose of the estate and, in particular, make payment to them with discharging effect. This shall not apply if the Deposit-taking Bank is aware that the person named therein is not entitled to dispose (for example, following a challenge or if the will is null and void), or if it has not become aware of this due to negligence.

## 15. Ban on pledging and transfer

It is prohibited to pledge or transfer to third parties any claims against the Deposit-taking Bank arising from the Master Customer Agreement and from the Deposit Product.

## 16. Applicable Law and Jurisdiction

The law of Belgium applies to these conditions and to the Deposit Product. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular those of the country in which the Depositor has their habitual residence at the time of conclusion of the contract, remain unaffected. The statutory provisions apply to the place of jurisdiction.

## 17. Amendments

The Depositor shall be notified of any amendments to these conditions in writing by the Client Bank at least two (2) months before the proposed date of their entry into force. The Depositor is deemed to have given their consent to the amendments if they do not serve notice of rejection before the proposed date of entry into force of the amendments. The Deposit-taking Bank shall inform the Depositor separately of this effective consent.

# B. General Information and Information on the Distance Selling of Financial Services including the Instructions on the Right of Withdrawal

In the case of contracts for financial services concluded away from business premises and through distance selling, the Deposit-taking Bank is obligated to inform the consumer in accordance with Belgian law. For this purpose, we furnish the Depositor with the following information regarding the Master Customer Agreement. This information remains applicable until further notice.

## 1. General Information of the Deposit-taking Bank

Name and address of the Deposit-taking Bank

Name: Aion Bank SA/NV

Address: Avenue de la Toison d'Or 26

Town, Postcode: 1050 Ixelles Brussels, Belgium

Email: info@aion.be

Legally authorised representative of the board of the Deposit-taking Bank: Wojciech Sass, Niels

Lundorff, Tom Boedts

Primary business activity: Retail Banking

Commercial register number: BE0403.199.306

VAT identification number: 0403 199 306

Competent supervisory authority/authorities: National Bank of Belgium

## 2. General Information on the Agreement

## **Contract language**

The decisive language for this contractual relationship is Polish. Communication between the Deposit-taking Bank and the Depositor for the duration of the agreement shall be conducted primarily in Polish but may also take place in English.

#### **Governing Law / Jurisdiction**

The business relationship between the Depositor and the Deposit-taking Bank shall be governed by the laws of Belgium and the additional conditions set out in section A.16 of the Master Customer Agreement. The statutory provisions apply to the place of jurisdiction.

#### **Out-of-court settlement of disputes**

When settling disputes with the Deposit-taking Bank, consumers have the option of calling on the complaints management or arbitration bodies described in greater detail in Annex D.

#### **Key features of financial services**

The object of the business activity of the Deposit-taking Bank according to the Master Customer Agreement is the provision of banking services in the form of the placement of Deposit Product.

## **Conclusion of the Agreement**

The Master Customer Agreement shall be concluded at the time that the Deposit Product is placed with the Deposit-taking Bank in accordance with the MCA. The Depositor shall be informed of a successful investment by way of confirmation from the Client Bank.

#### **Prices, Taxes and Expenses paid by the Depositors**

The management of a Deposit Product is free of charge throughout the term and in accordance with the provisions of section A.8 of the Master Customer Agreement. If the Depositor terminates the Master Customer Agreement or the Savings Vault Terms, fees will be charged in accordance with the valid pricing and performance provisions of the Deposit-taking Bank.

The Deposit-taking Bank is entitled to charge for special expenses caused by the customer, in accordance with Section A.7(2) of the Master Customer Agreement. Interest income is taxable. If the customer has any questions, they should contact their accountant or the responsible tax authority. This applies, for instance, if the customer is taxable abroad. Costs that are not paid by the Deposit-taking Bank, e.g. own costs for telephone, internet, postage, shall be borne by the Depositor.

#### Payment and fulfilment of the contract

The payment of fees and interest, as well as the fulfilment of concluded contracts, are governed by the provisions of this section, the conditions of the Master Customer Agreement.

#### **Reservation of Performance**

No reservation of performance applies unless this is expressly agreed.

## **Period of Validity**

Any amendment to the conditions of the agreement shall be governed by Section A.17 of the Master Customer Agreement. The validity of the Deposit Product depends on the information in the corresponding Savings Vault Terms.

## 3. Revocation Policy – Fixed Term Deposit Products

## **Right of Revocation**

A consumer is any natural person who concludes a legal transaction for purposes that are predominantly neither commercial nor pertaining to their independent professional activity.

You may revoke your contractual declaration within 14 days without stating grounds for doing so, by means of an unambiguous declaration (e.g. fax, email or letter sent by post). The period begins after receipt of this instruction on a permanent data carrier, but not before the conclusion of the contract and not before the fulfilment of our duty to inform according to article VI.58 of the Belgian Code of Economic Law. In order to comply with the cancellation period, it is sufficient to send notification that you are exercising your right to cancel before the cancellation period comes to an end. You can notify the Client Bank of cancellation as the receiving agent for the Deposit-taking Bank through the Revolut App.

## **Consequences of cancellation**

In the event of effective cancellation, the services received by both parties shall be returned. You are obliged to pay compensation for the value of the service rendered up to the time of cancellation if you were informed of this legal consequence before submitting your contractual declaration and expressly agreed to us commencing performance of the services due before the end of the cancellation period. If there is an obligation to pay compensation for lost value, this may mean that you will still have to fulfil your contractual payment obligations for the period until cancellation. Your cancellation right expires prematurely if the contract is completely fulfilled by both parties at your express request before you have exercised your right of cancellation. The obligations applicable in the event of a payment refund must be

fulfilled within 30 days. This period commences for you when you send your notification of cancellation, and for us when we receive the same.

#### **Special instructions**

Upon cancellation of this agreement, you are also no longer bound to a contract related to this agreement, if the related contract concerns a service that is provided by us or a third party on the basis of an agreement between us and the third party.

End of cancellation policy

#### C. Communication

The Depositor agrees that all communication prior to the termination of the agreement shall take place exclusively through the Client Bank. Following termination of the deposit, communication shall take place via the following channels:

Email: info@aion.be

Post: Avenue de la Toison d'Or 26-28, 1050 Ixelles, Brussels, Belgium

## D. Complaints Management and Alternative Dispute Resolution

The Depositor shall address a complaint directly to the complaints management of the Client Bank in line with the provisions of the Saving Vault Terms.

Alternatively, the Depositor can address a complaint directly to the complaints management of the Deposit-taking Bank. Relevant information is available to the Depositor via the following link.

If the Depositor wishes their complaint to be dealt with by other means, they may also contact the Online Dispute Resolution platform of the European Commission directly. The Depositor can submit a complaint via this platform by clicking on the following link.

You may also file the complaint in person at Aion Bank SA/NV Spółka Akcyjna, Branch in Poland, ul. Dobra 40, 00-344 Warszawa or by post to the same address.

You can also refer to the matter covered by the complaint to the Municipal or Poviat Consumer Ombudsman (Miejski lub Powiatowy Rzecznik Konsumenta). If you are dissatisfied with the way the complaint has been handled, you are entitled to refer the dispute regarding the relationship with the Bank to the Banking Arbitrator (Arbiter Bankowy) - in an out-of-court procedure to resolve the dispute. The subject of proceedings before the Banking Arbitrator may only be disputes in the field of pecuniary claims for non-performance or improper performance by the Bank of banking or other activities, the value of the subject of the dispute does not exceed the amount of twelve thousand (12,000) PLN (detailed information on Banking Consumer Arbitration is available, in the register of authorized entities kept by the President of UOKiK and on the website www.zbp.pl); b) to the Financial Ombudsman - in the course of a complaint or out-of-court dispute resolution procedure (detailed information available on the website www.rf.gov.pl).

## E. Data Protection Information

The data protection information set out hereafter is designed to give an overview of the data collection and processing of customer data.

The Deposit-taking Bank wishes to give the Depositor an overview of the processing of his or her personal data (hereafter and solely in this Part F also referred to as "Data)" through the Deposit-taking Bank as well as informing the Depositor of his/her data protection rights. How and which Data are being used depend on the services agreed to, or products subscribed to, between the Deposit-taking Bank and the Depositor.

## 1. Who is responsible for data processing and who can be contacted by the Depositor? Data controller is:

- Name of the Deposit-taking Bank: Aion Bank SA/NV
- Address: Avenue de la Toison d'Or 26-28, 1050 Ixelles, Brussels, Belgium
- Email info@aion.be.

Questions about this privacy policy, including any requests to exercise any of the Client's legal rights can be raised by contacting the Data Privacy Officer using the details set out below:

- App: Customer Happiness Centre (logged Users)
- Email address: privacy@aion.be
- Postal address: Aion Bank SA/NV, avenue de la Toison d'Or 26/28, 1050 Ixelles, Brussels, Belgium.

#### 2. Which sources and data are concerned

The Deposit-taking Bank processes personal data that it receives from Depositors or from Client Bank within the framework of the business relationship. In addition, the Deposit-taking Bank processes personal data received from Client Bank insofar as this is necessary for the provision of its services. Furthermore, the Deposit-taking Bank processes personal data which it permissibly obtains from publicly accessible sources, or which is legitimately transmitted to the Deposit-taking Bank by other companies (e.g. cooperation partners of the Deposit-taking Bank) or by other third parties.

Relevant personal data may be: Personal data (e.g. name, first name address and other contact details, date and place of birth, email address, profession, tax identification number (TIN), residence certificate and nationality), legitimation data (e.g. ID card details) and authentication data (e.g. sample signature). In addition, this may also include order data (e.g. payment order), data arising from the fulfilment of the Deposit-taking Bank's contractual obligations (e.g. product data), information regarding the customer's financial situation (e.g. origin of assets), advertising and sales data (including advertising scores), documentation data (e.g. consultation record, register data, information regarding the use of the telemedia offered by the Deposit-taking Bank (e.g. time of access to websites, apps or newsletters), tax assessment information

including the tax identification number, and other data comparable to the categories mentioned.

#### 3. Are telephone calls and electronic communications recorded?

Telephone conversations and electronic communications with the Deposit-taking Bank may be recorded and stored in accordance with the legal requirements. These recordings are used for verification purposes or to fulfil the legal recording and storage obligations of the Deposit-taking Bank. At the start of a telephone recording, the customer is expressly informed about the planned recording and its purpose and asked to provide their consent.

## 4. For what purpose does the Deposit-taking Bank process the Depositor's data (purpose of processing) and on what legal basis?

The Deposit-taking Bank processes personal data in accordance with the provisions of the European General Data Protection Regulation (GDPR):

a. To fulfil contractual obligations (Art. 6 Sec. 1 b GDPR)

The processing of data is carried out for the provision of banking transactions and financial services within the framework of the implementation of the Deposit-taking Bank's contracts with its customers or for the implementation of pre-contractual measures taken at the customer's request. The purposes of data processing are primarily based on the specific deposit product and may include such elements as requirements analyses, and support, as well as the execution of payment orders. Further details regarding the purposes of data processing can be found in the relevant contract documents.

- b. Within the framework of the balancing of interests (Art. 6 Sec. 1 f GDPR) Insofar as necessary, the Deposit-taking Bank shall process the Depositor's data beyond the actual performance of the agreement to safeguard the legitimate interests of the Deposit-taking Bank or third parties. Examples:
- Examination and optimisation of procedures for the analysis of requirements to address customers directly,
- Assertion of legal claims and defence in legal disputes,
- Safeguarding the IT security and IT operations of the Deposit-taking Bank,
- Prevention and investigation of criminal offences,
- Measures for business management and further development of services and products.
- c. Since the consent of the customer (Art. 6 Sec. 1 a GDPR)

Insofar as the Depositor has given the Deposit-taking Bank their consent to the processing of personal data for specific purposes this processing is legitimate on the basis of their consent. Any consent granted can be withdrawn at any time. The withdrawal of consent does not affect the lawfulness of the data processed prior to this withdrawal.

d. On the basis of legal requirements (Art. 6 Sec. 1 c GDPR)
In addition, the Deposit-taking Bank is subject to various statutory obligations, i.e. legal requirements (e.g. Banking Act, Money Laundering Act, tax laws, as well as banking regulatory

requirements (e.g. the European Central Bank, the European Banking Authority, the National Bank of Belgium and the Financial Services and Market Authority). The purposes of processing include creditworthiness assessment, identity and age verification, fraud and money laundering prevention, compliance with fiscal control and reporting obligations, as well as the assessment and management of risks in the Deposit-taking Bank.

## 5. Who receives the Depositor's data?

Within the Deposit-taking Bank, access to the Depositor's data is granted to those bodies that require it to fulfil their contractual and legal obligations. Service providers and agents employed by the Deposit-taking Bank may also receive data for these purposes, on condition that they observe banking secrecy and data protection regulations. These are essentially companies in the categories of credit services, IT services (e.g. data interfaces/data processing), logistics, printing services, telecommunications, consulting, and advisory services, as well as sales and marketing.

With regards to the transfer of data to recipients outside the Deposit-taking Bank, it should first be noted that the Deposit-taking Bank as a bank is obliged to maintain secrecy with respect to all customer-related facts and assessments of which it becomes aware (banking secrecy in accordance with the general terms and conditions of the Deposit-taking Bank). The Deposit-taking Bank is only authorised to disclose information about the Depositor if required by law, if the Depositor has given their consent, or if the Deposit-taking Bank is authorised to disclose banking information and/or if processors commissioned by the Deposit-taking Bank guarantee compliance with banking secrecy and the provisions of the EU General Data Protection Regulation. According to these pre-conditions, recipients of personal data may be, for example:

- Public bodies and institutions (e.g. National Bank of Belgium, Financial Services and Market Authority, European Central Bank, financial authorities, FPS Finance,, criminal prosecution authorities) in the event of a statutory or official obligation.
- Other data recipients may be those entities for which the Depositor has given their consent to the data transmission or for which the Depositor has released the Deposit-taking Bank from banking secrecy per an agreement or consent.

#### 6. Is data transferred to a third country or to an international organisation?

Data is transferred to bodies in countries outside the European Union (i.e. third countries) if:

- this is necessary for the execution of customer orders (e.g. investment orders),
- this is required by law (e.g. tax reporting obligations), or
- the customer has given their consent to the Deposit-taking Bank.

#### 7. For what period of time is the Depositor's data stored?

The Deposit-taking Bank processes and stores the Depositor's personal data for as long as this is necessary in order to fulfil its contractual and legal obligations. It should be noted that the business relationship with the Depositor is usually a continuing obligation that is scheduled to last for several years. If the data is no longer required for the fulfilment of contractual or legal

obligations, this is regularly deleted, unless (temporary) further processing is necessary for the following purposes:

- Fulfilment of legal data retention obligations: These are the Economical Code, the Tax Code, the Banking Act and the Money Laundering Act. The periods of retention or documentation stipulated therein range from two to ten years.
- Preservation of evidence within the scope of the statutory limitation regulations. According to the Civil Code, these limitation periods can be up to 30 years, with the regular limitation period being three years.

## 8. What data protection rights does the Depositor have?

Every affected person has the right of information according to Article 15 GDPR, the right of correction according to Article 16 GDPR, the right of deletion according to Article 17 GDPR, the right to restrict processing according to Article 18 GDPR, the right of objection according to Article 21 GDPR, and the right of data transferability according to Article 20 GDPR. With regards to the right to information and deletion, the restrictions per Articles 34 and 35 of the Federal Data Protection Act apply. In addition, the individual has a right of appeal to a competent data protection supervisory authority (Article 77 GDPR). The Depositor may withdraw any consent granted to the processing of personal data at any time in relation to the Deposit-taking Bank.

## 9. Is the Depositor obligated to provide data?

Within the framework of the business relationship with the Deposit-taking Bank, the Depositor must provide the personal data necessary for the commencement, execution and termination of a business relationship and the fulfilment of the associated contractual obligations, or the personal data that the Deposit-taking Bank is legally obliged to collect. Without this data, the Deposit-taking Bank will generally be unable to conclude the contract with the Depositor, execute an order or implement an existing contract, meaning that the bank may have to terminate the contract.

In particular, the Deposit-taking Bank is obliged under the provisions of money laundering law to identify the Depositor by means of their identification document before establishing the business relationship and to collect and record their name, first name, place of birth, date of birth, nationality, address and identification data. In order for the Deposit-taking Bank to comply with this legal obligation, the Depositor must provide the bank with the necessary information and documents in accordance with the Money Laundering Act and notify the bank immediately of any changes that arise during the course of the business relationship. If the Depositor does not provide the Deposit-taking Bank with the necessary information and documents, the Deposit-taking Bank may not commence or continue the business relationship desired by the Depositor.

#### 10. To what extent does automated decision-making take place?

In principle, the Deposit-taking Bank does not use fully automated decision-making in accordance with Article 22 GDPR to establish and conduct the business relationship. Should the Deposit-taking Bank employ these procedures in individual cases, it will inform the Depositor separately if this is required by law.

## 11. Does profiling take place?

The Deposit-taking Bank processes customer data partially automatically with the aim of assessing certain personal aspects (profiling). The Deposit-taking Bank uses profiling in the following cases, for example:

- Due to legal and regulatory requirements, the Deposit-taking Bank is obliged to combat money laundering, the financing of terrorism and asset-endangering crimes. Data analyses (for example in payment transactions) are also conducted in this regard. These measures also serve to protect customers.

Information about your right of objection under Article 21 General Data Protection Regulation (GDPR).

#### Right of objection based on individual cases

You have the right, at any time and for reasons related to your particular situation, to prevent the processing of personal data relating to you pursuant to Article 6 (1) (e) of the GDPR (Data Processing in the Public Interest) and Article 6 Paragraph 1 (f) GDPR (data processing on the basis of a balance of interests); this also applies to a profiling based on this provision within the meaning of Article 4 No. 4 GDPR.

If you object, we will no longer process your personal information unless we can demonstrate compelling legitimate grounds for processing that outweigh your interests, rights and freedoms, or the processing is for the purpose of enforcing, pursuing or defending legal claims.