

General Terms and Conditions ING Invoice Solutions

Service description

ING Invoice Solutions is a platform for managing invoices and corresponding data, independent of the existing solutions offered by ING. Available online, the platform allows ING customers to manage their day-to-day invoices. Please refer to the corresponding provision below for the functions.

Contractual framework

Unless this Agreement expressly provides otherwise, the provisions of the General Regulations and other relevant contractual provisions agreed between ING and the customer shall apply to the platform described herein.

Functions of ING Invoice Solutions:

The customer can use the ING Invoice Solutions platform to access the following functions:

- Create an invoice online;
- Send invoices via e-mail or e-invoicing channels (depending on availability of e-mail address or recipient's network connection);
- Send an invoice by post by the customer or ING if e-mail or e-invoicing channels are not available. If sent by ING, the fee specified on www.ing.be shall apply;
- Reconciliation of outstanding invoices through the matching of invoice data with payment transactions on the ING current accounts of the user's legal entity.
- Financing of the invoices of the customer by ING Commercial

Finance. This functionality is optional and a specific contract has to be agreed upon between the customer and ING Commercial Finance

The above list is not exhaustive or restrictive and may be modified at any time by ING. The available functions and their features are those to which the customer has access on the platform and as such are available on the platform. The customer can choose to access these functions in French, Dutch, German and/or English.

Customers remain responsible at all times for complying with the obligations imposed on them concerning the archiving of invoices as stipulated by the applicable rules. This is not part of the services provided via ING Invoice Solutions.

Service Access

Customers can only access their own data. To this end, single, unique access shall be granted to every customer on joining. This consists of an e-mail address and a password to be indicated on joining (Master User). The Master User can create access for additional users (Secondary User) within the limits of his subscription package.

Every user has full access to the platform, except for the creation of new users, which is reserved for the Master User.

The Master User and the Secondary User can use all the services offered via the platform. The customer is responsible for managing this access. The customer and the additional users shall not under any

circumstances provide third parties with information regarding this access (including the methods, procedures and techniques) as applied under this Agreement, owing to the confidential nature of the latter.

Entering into a contract

Part of the ING Invoice Solutions service can only be accessed by subscribers. To become a subscriber, the customer can create a contract form via the website. The customer must then sign this contract form manually or electronically and send it to ING by e-mail to the following address: business.solutions@ing.be. ING reserves the right to reject a customer's subscription. ING shall inform the customer of his rejection.

Access to ING Invoice Solutions without a subscription does not give the customer automatic entitlement to the paying services of ING Invoice Solutions.

Term

This contract is concluded for an indefinite period. Either party may terminate this contract subject to one month's notice. This month starts on the 1st day of the month in which the contract is terminated and ends on the last day of the same month. Customer services end on the first day of the month following the month in which the contract was terminated. Customers may cancel their contract via the platform.

Once this service has been terminated, all data remain available on the platform and can be downloaded via the platform in a standardized format (download option for each service). All functions remain available except for the creation and sending of invoices for six months after termination.

Amendments

ING reserves the right to amend the provisions in this Agreement and in the Appendices hereto. All amendments shall be notified to customers at least one (1) month prior to application thereof.

Customers shall be able to terminate the Agreement within this period of one (1) month if they do not agree with the proposed amendments. Amendments shall be binding on customers if they have not terminated the Agreement within one month of notification thereof.

The customer agrees and acknowledges that all changes to the General Terms and Conditions ING Invoice Solutions can be communicated via e-mail, in accordance with section "Communication between ING and the customer".

Confidentiality

Both parties undertake not to disclose any information received from each other or to which they have been given access as part of the formation and implementation of this Agreement, with the exception of:

- Transfer from any party to its staff for the correct performance of services/obligations as part of business operations.
- Prior written consent from the other party.
- For information that must be disclosed by law, as a result of a court decision, regulation or regulatory body.
- If the information was already available in the public domain when it was provided.

Pricing

Access to the ING Invoice Solutions platform and the services offered are provided according to the rates stated on www.ing.be. The customer authorizes ING to debit his designated ING account for the amounts due to ING for the use of ING Invoice Solutions.

Responsibilities of ING

- ING is not responsible for the data input by the customer. The customer retains sole control over this and is responsible vis-à-vis the tax authorities. ING is limited to the correct registration of the data input by the customer. If the customer asks for information to be amended because ING has registered this incorrectly, ING undertakes to amend it as soon as the customer has informed ING thereof;
- ING undertakes to handle the customer's data honestly and securely;
- ING cannot be held responsible for services performed by third parties, such as postal or telecommunication services.

Responsibilities of the customer

The customer undertakes:

- to contact ING if a problem arises while using the platform;
- to ensure the confidentiality of Master User and Secondary User access and to inform ING immediately of any related problem within five business days of the problem being identified;
- to ensure that his computer systems and means of communication meet the technical

requirements for obtaining access to the platform;

- not to use the platform or not allow it to be used in a way that adversely affects the platform's operation and/or forms a security risk for the platform;
- not to use the platform in a manner that is contrary to public policy and morality or for (attempted) criminal acts.

Support

ING provides technical and administrative support via the ING Contact Centre.

Customers can make contact by phone:

- Dutch 02 464 64 01 (Mon-Fri: 8am to 10pm & Sat: 9am to 5pm)
- French: 02 464 64 02 (Mon-Fri: 8am to 10pm & Sat: 9am to 5pm)
- German: 02 464 64 03 (Mon-Fri: 8am to 10pm & Sat: 9am to 5pm)
- English: 02 464 64 04 (Mon-Fri: 8am to 10pm & Sat: 9am to 5pm)

Customers can also use e-mail:

business.solutions@ing.be. E-mail support is available between 8am and 10pm.

In the case of complaints, customers should follow the procedure described in Article 10 of the General Regulations.

Communication between ING and the customer

The customer shall check his e-mails on a regular basis. If the customer has not replied to an e-mail sent by ING within five working days of sending, he shall be considered to have received such e-mail.

The customer is informed of and accepts the risks associated with communicating information by e-mail, the identification of the sender of e-mails, the completeness, the confidentiality and the integrity of the message, and, in particular, the risks of failure of electronic communication networks, interception or diversion of e-mails, hacking, viruses, sending time, sending to a wrong person, etc. (in accordance with last bullet of clause "Responsibilities of ING").

The customer accepts the risks and expressly discharges ING from any liability in this respect, except in the case of gross negligence on the part of ING. ING undertakes to take reasonable measures to deliver the electronic mail to the Customer, but shall only be liable for gross negligence on its part in this respect.

The Customer undertakes to protect and secure at his own costs (by passwords, antivirus protection, internal instructions, firewalls, etc.) e-mails sent or received by him, being it internally or externally from his company. In case of doubt regarding the receipt or sending of an e-mail, the customer is requested to ask ING for a written confirmation.

Liability

ING is liable for any gross negligence or wilful misconduct – with the exclusion of minor errors – committed during the execution of its professional activities by it or its employees.

Regarding the reconciliation function provided by ING, ING shall not be liable for the result of the match between invoice data contained in any outstanding invoice and payment transactions on the ING

current accounts of the customer's legal entity. The customer still needs to verify such results himself.

Personal data protection

All personal data processed within the scope of ING Invoice Solutions by ING as the party responsible for the processing shall be handled in accordance with the provisions of Article 6 of the General Regulations and the Law of 8 December 1992 on the protection of privacy as regards the processing of personal data to the extent necessary for the proper performance of this Agreement, whether or not using processors of personal data (such as Basware Belgium NV and Zervant OY). For any disclosure of customer's personal data to any third party processor, ING will make sure that there are arrangements in place to ensure that such third party does not use customer's personal data for any purpose other than purposes that ING specifies in this General Terms and Conditions ING Invoice Solutions and keep it secure.

The customer undertakes to comply with all applicable statutory and regulatory provisions concerning the processing of personal data, including but not limited to the Law of 8 December 1992 on the protection of privacy as regards the processing of personal data inserted by him in the ING Invoice Solutions platform, where he processes personal data as the party responsible for the processing when using ING Invoice Solutions.

Applicable law and jurisdiction

All rights and obligations of the customer and ING shall be subject to Belgian law.

Subject to the cases in which the competent courts are designated as a result of mandatory provisions, ING may, in its capacity as both claimant and defendant, bring any dispute relating to its business relations with the customer before the courts of Brussels.