

General Terms and Conditions ING Invoice Solutions

1. 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.

2. 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.

3. 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 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 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.

- Connection with applications of 3th parties that deliver services in accounting, payments, dunning,...

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.

4. 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)

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as applied under this Agreement, owing to the confidential nature of the latter.

5. 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 upload it on the platform. 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.

6. 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.

Until the end of the termination period, all data remains available on the platform and can be downloaded via the platform in a standardized format (download option for each service).

7. 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".

8. 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.

9. 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

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amounts due to ING for the use of ING Invoice Solutions.

10. 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.

11. 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.

12. 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.

13. 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

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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 emails, 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.

14. 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.

15. Personal data protection

ING Belgium processes all personal data disclosed or made available to it in compliance with 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 (hereinafter the “European Regulation”) and the Belgian legislation on privacy and its implementing decrees.

a. The processing of data by ING Belgium

In addition to the other data (originating, where appropriate, from external sources, whether public or private) processed by ING Belgium as per Article 6 (Protection of privacy) of the General Regulations of ING Belgium, personal data processed in connection with ING Invoice Solutions by ING as data controller will be processed for the purposes of centralised management of the customers, management of accounts and payments, marketing (including research and statistics) banking, insurance and/or financial services (unless the customer objects, free of charge, to direct marketing), a general overview of the customer, monitoring of operations and prevention of irregularities as well as, where appropriate, wealth management (investments), management of credit and brokerage services (in particular with regard to insurance and leasing).

They will also be processed by ING Belgium for the other purposes (which may be secondary) mentioned in Article 6 (Protection of privacy) of the General Regulations of ING Belgium.

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b. Disclosure of data by ING Belgium

Such data are not intended for disclosure to third parties other than:

- persons appointed by the customer;
- independent agents of ING Belgium, acting in its name and on its behalf;
- companies working to assist ING Belgium to achieve its aims as set forth in Article 23 of this Regulation, in particular:
 - for the development of the screens and functionalities of ING Invoice Solutions, Zervant Oy Ltd (in Finland); for the issuing of invoices in hard copy and electronic format, Basware Belgium SA (in Belgium); for the supply (optional) of Yuki accounting software, 360Admin Belgium SA (in Belgium); for the supply (optional) of connections to API Connection To Accountant, CodaBox SA (in Belgium);
 - for IT/electronic management (including security): ICT suppliers such as Unisys Belgium SA (in Belgium), IBM Belgium SPRL (in Belgium), Adobe (in Ireland), Contraste Europe VBR (in Belgium), Salesforce Inc. (in the USA), Ricoh Nederland BV (in the Netherlands), Fujitsu BV (in the Netherlands), Tata Consultancy Services Belgium SA (in Belgium and India), HCL Belgium SA (in Belgium), Cognizant Technology Solutions Belgium SA (in Belgium), Getronics BV (in Holland), ING Tech Poland (in Poland);
 - for marketing activities: Selligent SA, Bisnode Belgium SA and Social Seeder SPRL (all in Belgium) as well as, when applicable, external call centres (in particular, dealing with enquiries);

- for payment and accounts-linked transactions: ING Business Shared Services Bratislava in Slovakia and ING Business Shared Services Manila in Manila in the Philippines;

- for storing your data on “paper” or in electronic format: OASIS Group (in Belgium).

- companies in the ING Group, whether in the European Union or elsewhere, - related insurance companies, or

- the competent authorities, in particular the Central Point of Contact held by the National Bank of Belgium pursuant to Article 27 of the Regulation

all in accordance with the provisions set forth below.

Such data may be communicated to other companies of ING group established in the European Union or beyond and carrying out banking, insurance or financial activities (list available upon request) for the purpose of centralised management of the customers, marketing banking, insurance and/or financial services (except eadvertising and unless the customer objects, upon request and free of charge, to direct marketing), obtaining a general overview of the customer, the provision of their services (where applicable) and monitoring the regularity of transactions (including the prevention of irregularities). Any private individual may consult data relating to him/her and have it corrected.

In addition, the data gathered by ING Belgium as an insurance broker are also disclosed to the insurance companies

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concerned which are external to the ING Group and are established in European Union member states (in particular NN Non-Life Insurance SA, NN Insurance Belgium SA, AON Belgium SPRL, Inter Partner Assurance SA, AXA Belgium SA, CARDIF(F) etc.) and any representatives they may have in Belgium (in particular NN Insurance Services Belgium SA for NN NonLife Insurance SA), on condition that this is necessary for assessing the risk insured and, where applicable, for the signing and management of the insurance contract, marketing of their insurance services (excluding sending advertising via e-mail), centralised management of customers and monitoring the regularity of transactions (including the prevention of irregularities).

Similarly, they may also be disclosed to insurance brokers acting on behalf of ING Belgium.

However, ING Belgium does not transfer data to non-European Union countries which do not guarantee an adequate level of protection, other than in cases specified by the privacy legislation, for example, by providing for adapted contractual clauses such as those mentioned in Article 46.2 of the European Regulation.

Prior to disclosing any customer's personal data to a third party, ING will ensure that the necessary arrangements have been set up to ensure that this third party will not use the said personal data other than for purposes specifically set forth in the ING Invoice Solutions general terms and conditions, and will protect these data in the appropriate manner.

c. Rights of the data subjects

Any private individual may, at no charge, access the data relating to him/her and, if necessary, have such data corrected or deleted.

Such individuals may also request deletion or restriction of the processing and may object to processing of their personal data. They also have the right to data portability.

Data subjects may object, free of charge and by simple request, to the processing of their data by ING Belgium for purposes of direct marketing and/or the disclosure of such data, for the same purposes, to other companies in the ING Group and/or to the related insurers within the European Union and their representatives in Belgium. They may also object, for personal reasons, to the processing of their personal data for statistical purposes.

d. The ING Belgium Privacy Statement and other provisions applicable to the protection of privacy, ING Belgium Data Protection Officer and the supervisory authority.

For further information on the processing of personal data by ING Belgium as well as, in particular, automated individual decisionmaking by ING Belgium, the recipients of data, the legality of the processing, the processing of sensitive data, the protection of premises by security cameras, the requirement to supply personal data, the conditions and methods of exercising the rights of each data subject and the storage of the data by ING Belgium, the data subject can consult:

- Article 6 (Protection of privacy) of the General Regulations of ING Belgium SA.

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- The "Privacy Statement for ING Belgium" appended to the aforesaid Regulation.

For any questions regarding the processing of personal data by ING Belgium, the data subjects may contact ING Belgium through the normal channels of communication:

- by connecting to the ING Home'Bank/Business'Bank or ING Smart Banking services and, if appropriate, sending a message via these services with the reference "Privacy",
- by contacting their ING branch or ING contact,
- by calling the following number: +32.2464.60.02,
- by sending an e-mail to info@ing.be with "Privacy" in the subject line.

In the event of complaints regarding a case of processing of personal data by ING Belgium, the data subject can contact the ING Belgium Complaint Management department, sending the complaint with the reference "Privacy" with a copy of their identity card or passport:

- either by post to the following address:

ING Belgium SA/NV, Complaint Management, Cours Saint Michel/SintMichielswarande 60 B-1040 Brussels

- or by e-mail to the following address: plaintes@ing.be

If they do not receive satisfaction, or if they require additional information on protection of privacy, the data subject may contact the ING Belgium Data Protection Officer (or DPO):

either by post to the following address: ING Privacy Office, Cours Saint Michel/SintMichielswarande 60, 1040 Brussels

or by e-mail at the following address: ingbe-PrivacyOffice@ing.com.

Each data subject also has the right to submit complaints to the supervisory authority competent for protection of privacy. In Belgium, this is the Data Protection Authority [Autorité de protection des données/Gegevensbeschermingsautoriteit] (Rue de la Presse, 35, 1000 Brussels; www.privacycommission.be).

e. Processing of data by the customer

With regard to the processing of personal data in a context where they are acting as data controller via ING Invoice Solutions, customers shall comply with all the legal provisions and regulations in force regarding the processing of personal data, including, but not restricted to, the European Regulation.

16. 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.