

1. PURPOSE OF THE GENERAL TERMS AND CONDITIONS FOR ONLINE BANKING SERVICES

The purpose of these General Terms and Conditions (hereafter the “**General Conditions**”) for Professional Online Banking Services is to describe the electronic services for professional online banking clients offered by the Bank and to determine the rights and duties of the Clients, the Users and the Bank in relation thereto (hereafter “**Pro E-Banking Services**”).

2. PURPOSE OF THE PRO E-BANKING SERVICES

2.1. Description of the Pro E-Banking Services

2.1.1. According to the possibilities offered by the Bank, the Pro E-Banking Services enable, among others, the User(s), via his computer system, or Mobile device:

- to obtain from the Bank general banking or financial information (in particular the Account(s) information and on the Transactions operated on such Account(s)), and
- to send the Bank Instructions relating to Payment Transactions with a view to their execution.

According to the possibilities offered from time to time by the Pro E-Banking Services, the User(s) who can represent the Client and/or the Account Holder(s) will also be able:

- to send the Bank Instructions relating to Financial Instrument Transactions or any other banking or financial Transactions,
- to adjust the mandates on the Accounts opened with the Bank, and/or
- to conclude or ask, subject to acceptance by the Bank and by mutual agreement, to conclude contracts relating to banking or financial contracts with the Bank (such as, for instance, opening of accounts, taking out loans, making investments, etc.).

2.1.2. Within the framework of the PSD2 Directive, as transposed into Luxembourg law, and the delegated acts related to this directive, the Pro E-Banking Services also enable the User(s) to give his/their consent (which may be withdrawn at any time) to Third Party Providers (TPPs) so that the latter may carry out the following actions (the PSD 2 Services):

- obtain general banking and financial information from the Bank (in particular, information on the available funds of the Client’s current account(s) and concerning the Transactions carried out from or into such account(s)). This consent will be

automatically withdrawn after 180 days and may be renewed at the end of this period.

- obtain confirmation from the Bank that funds are available in the Client’s current account(s).
- initiate payments from the Client’s current account(s).

The Client is expressly informed that the powers granted to Users in the context of Pro E-Banking Services are automatically duplicated by default during the use of PSD2 Services with a TPP; the Client being solely responsible for choosing these rights, to the discharge of the Bank. Therefore, by granting the User powers in the context of Pro E-Banking Services, the latter may independently decide to use PSD2 Services of the same type in the Client accounts with the TPP(s) of his choice without the Bank or the Client having any power of control or prior authorisation. In this context, the Bank will send the information requested via the TPP automatically and/or execute the authorised payment transactions via the TPP automatically in accordance with the applicable regulations.

If several digital channels are subscribed to, and different powers are granted to Users per channel, the powers granted by the Client to a User in the context of PSD2 Services shall be those of the contract with the most extensive powers.

If the Client does not wish for access to Pro E-Banking Services granted to one or several User(s) to be automatically duplicated for the PSD2 Services via TPPs, he may ask the Bank (i) to disable this feature offered by the PSD2 Directive by ticking the appropriate box within the subscription contract for Pro E-Banking Services, or (ii) at any time disable (or where applicable, enable) and/or revoke this feature on request emailed by the Client or his legal representative to the manager of the said subscription contract with the Bank.

2.1.3. The Pro E-Banking Services are accessible in French and in English.

2.1.4. The Bank reserves the right to amend the services, in particular by withdrawing, amending or adding any additional service at any time. The Account Holder, the Client and the Users will be informed by a message on the Bank’s Website.

2.1.5. The Bank may also limit the access to the Pro E-banking Services geographically. Accordingly, such access may be limited or even prohibited from certain countries.

2.1.6. Without prejudice to an agreement to the contrary, the Pro E-Banking Services are only accessible for legal entities acting in a professional capacity.

2.2. Connectivity with the Pro E-Banking Services

2.2.1. The (Mobile) Pro E-Banking Services are available by means of electronic data transmission between the Bank and the User. They are provided by the Bank, through its electronic

systems (in particular its software, servers and network) and intended for any User with a compatible (Mobile) IT system supplied by a third party, i.e;

- for the Mobile Pro E-Banking Services, a laptop or desktop, (Apple or not) equipped with a terminal (hereafter "the IT system" for the purposes of this Agreement), and

- for the Mobile Pro E-Banking Services, through its electronic systems (in particular its software, servers and network) and intended for any User with a compatible Mobile IT system supplied by a third party, either an IT system (smartphone or tablet) with Android from Google or iOS from Apple (e.g. an Apple iPad, iPhone or iPod Touch, etc.), (hereafter "the Mobile IT system" for the purposes of this Agreement) and for Mobile IT system.

Such (Mobile) IT system must make it possible to use the Bank's electronic systems with a view to using the Pro E-Banking Services.

Notwithstanding the above, Users must ensure that their (Mobile) IT system is compatible with the use of the Pro E-Banking Services supplied from time to time by the Bank and that their (Mobile) IT system complies with the specifications stipulated in the Technical and Security Documentation on the use of the Bank's Pro E-Banking Services.

2.2.2. To access and use the Pro E-Banking Services, the User must first activate the Pro E-Banking Services in accordance with the specifications laid down in the Technical and Security Documentation on the use of the Bank's Pro E-Banking Services.

2.3. Mobile Pro E-Banking Services

2.3.1. To access and use the Mobile Pro E-Banking Services, the User must first activate the Pro E-Banking Services in accordance with article 2.2.

2.3.2. In addition, the User must download the relevant apps (either the Phone or Tablet app) via the App Store or "Play Store" electronic application of his Mobile IT System or via the iTunes "App Store" on the Apple website or "Play Store" on Google's website and install it on his Mobile IT system.

2.2.3. To use the Mobile Pro E-Banking Services, User must establish a connection between its Mobile IT system and the Bank'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 the Bank in the Technical and Security Documentation on the use of the (Mobile) Bank's Pro E-Banking Services and by the provider(s) of the electronic communications network concerned.

2.4. Access by third-party payment service providers (Third Party PSPs or TPPs)

The Bank is required, subject to, and within the limits of, the explicit consent of the Client and/or his legal

representative/authorised representative, to make the Client's online payment accounts available to TPPs when a Client and/or his legal representative/authorised representative wishes to use the services of the latter. In this case, the Client and/or his legal representative/authorised representative has the duty to enter into appropriate contracts with the TPPs.

There are two categories of TPPs: AISP TPPs, which provide an account information service, and PISP TPPs, which enable payments to be initiated. The Bank is integrated into the ING Group platform offering a common API library to TPPs to allow Bank clients to use the PSD2 Services. TPPs will log into the ING Group PSD2 Solution, from which Bank Clients have access to PSD2 Services.

TPPs send payment orders to the Bank and/or make available information from TPPs provided that:

- the Bank has accepted the use of the ING channel for these services;

- a payment order has been sent in accordance with the requirements and instructions of the Bank;

- the account holder has authorised the Client and/or the User to add (an) account holder account(s) held with a TPP to an ING channel, has such account(s), transfers the payment orders and/or receives the information on such account(s); and

- the account holder has authorised the TPP where the account is held to execute the payment orders sent by the Bank and has sent the account information to the Bank.

The Client hereby expressly acknowledges and accepts that the Bank may rely on the fact that all authorisations as stipulated in this clause are applicable and effective until the Bank receives written notice to the contrary.

The Client authorises the Bank to send a payment order by entering his electronic signature and/or any other authorisation means and by submitting it or by completing the initiation of the payment order. Unless otherwise provided in the documents relating to services, the Bank will send a payment order to the TPP upon receipt.

If the payment order is not received on a business day in Luxembourg or is received after the cut-off time, the payment order is considered to have been received the next business day.

The Bank will only be responsible for sending the payment order to the TPP. The Bank is not responsible for the compliance of the payment order sent with the standard formats as specified by the TPP. The execution of the payment order sent shall be subject to the conditions of the TPP and the Bank shall not be responsible for executing these instructions or for the actions or inactions of such TPP.

Unless otherwise indicated in the documents relating to services, a payment order which must be sent by the Bank cannot be recalled by the Bank. The payment order may only

be recalled directly by the TPP in charge of executing a payment order and subject to its conditions.

Clients have the right to use the services provided by TPPs to initiate payments provided that these TPPs have an approval granted by the competent authorities designated for granting approval (without the Bank having the obligation to verify it).

Unless provided by mandatory law, the Bank notably reserves the right to reject any request for access and/or any payment transaction initiated by the Client and/or any User using account information services (AISP) and/or payment initiation services (PISP) offered by TPPs, in the following cases:

- if the Client and/or his legal representative/authorised representative has not given explicit consent to access his personal data;
- if the Client and/or his legal representative/authorised representative has not given consent to execute a payment transaction or a series of payment transactions (given in the form agreed between the Payer and the payment service provider); or
- on reasonable security grounds;

The Client's identification/authentication elements are strictly personal and non-transferable.

The Client is therefore required to take all measures necessary to protect the security and confidentiality of his identification elements and bears all risks and losses related to said identification elements being transferred to any third party authorised by the Client.

The Bank reserves the right to block or restrict access to the Bank's Internet services in case of (presumed) unauthorised or fraudulent access to the Client's payment account(s) by an AISP or a PISP or if a PISP initiates a fraudulent payment order. The Bank may block a specific transaction initiated by the Client using a login tool or the login tool itself.

The Bank will notify the Client of the blocking of internet services or the login tool by any means it deems appropriate, if possible before services are blocked and at the latest immediately after, unless for some reason (notably security reasons) the disclosure of such information is not acceptable or is forbidden by the law. To unblock the transaction, the Internet services or the personal identifiers or login tools that have been blocked, the Client will send his reactivation request to the Bank in accordance with the Bank's General Terms and Conditions. Where access is blocked for reasons relating to an AISP or PISP, access to the Client's payment accounts shall be restored by the Bank itself when the same reasons for the blocked access no longer apply. The Bank will not be liable for the damage that may result from blocking and/or any lack of information relating to blocking, unless in case of willful misconduct or gross negligence on the part of the Bank.

The Client and/or his legal representative may revoke the PSD2 Services in accordance with article 2.1.2. hereof.

The Client and/or a User may revoke the consent granted in the frame of one or several PSD2 Services.

These changes will only be applicable to the Bank after the latter receives the request and within the period specified by the Bank's General Terms and Conditions in force.

3. LEGAL FRAMEWORK APPLICABLE TO THE PRO E-BANKING SERVICES

3.1. Documents 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 article 3.1.2;
- the Subscription Contract to the Pro E-Banking Services and, where appropriate, its appendices signed for and on behalf of the Client (hereafter the **"Pro E-Banking Subscription Contract"**);
the Management Powers;
- these General Conditions and, where appropriate, the annexes thereto;
- Technical and Security Documentation on the use of the Bank's (Mobile) Pro E-Banking Services;
- the applicable Bank's General Terms and Conditions and, where appropriate, the annexes thereto;
- the tariff applicable for Pro E-Banking Services as provided in the Bank's tariff in force for transactions from time, except if agreed otherwise in writing;
- the ordering form for User who do not have any LuxTrust device yet;
- LuxTrust General Terms and Conditions

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 financial and banking products and services available via the Pro E-Banking Services and, in particular, to the Transactions available via these services, apply in full to the Pro E-Banking Services, whether they are provisions agreed or to be agreed between the Account Holder, the Client and the Bank, notably those of the applicable Bank's General Terms and Conditions, and the financial services covered by these General Terms and

Conditions for Payment Transactions and the payment services covered by such General Terms and Conditions.

3.1.1.2. The Client and the User can obtain all necessary information about the Pro E-Banking Services by calling the Pro Help Desk, browsing the Bank website (www.ing.lu).

3.1.1.3. The Client (acting on his behalf and for the account of the Account Holder(s) and the User acknowledge that, prior to conclusion of the Agreement, they have received from the Bank all the documents constituting the Agreement, as well as all the information they might reasonably expect, in particular with regard to the characteristics and functionalities of the Pro E-Banking Services to check the latter's compliance with their requirements. As a result, by concluding the Pro E-Banking Agreement, they absolve the Bank from any liability in this respect and acknowledge that the Pro E-Banking services meet their needs.

3.1.2. Changes to the contractual framework on the Bank's initiative.

The Parties agree that this Agreement (in particular, although without the following list being restrictive, the tariff or the Technical and Security Documentation), as well as the contents of, and the means of access, using and signing for the Pro E-Banking Services of the Bank, may be amended unilaterally by the Bank at any time, subject however to respect of the procedure described below. The Bank must inform the Account Holder and 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 Account Holder/Client and to which he has access, in particular but not limited to, messages enclosed with the Account statements sent to the Account Holder, the Client or the User, e-mail sent to the Account Holder, the Client or the User and/ or messages displayed via the Pro E-Banking Services, without prejudice to mandatory or public order legal provisions. Such notification must take place at least one month before the amendment in question is implemented. The Account Holder and/or 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 article 17 of these General Conditions, the right to terminate the Agreement with immediate effect, without charges or compensation and without justification. In the absence of such termination, the Account Holder and the Client are deemed to have accepted this amendment.

3.2. Application of the Agreement

The application of the provisions of the Agreement does not prejudice any public order, 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 Luxembourg law.

Subject to imperative or public order legal or statutory provisions, laying down the rules for allocating competence, the Bank, whether it is the plaintiff or defendant, is authorized 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, before the competent courts of and at Luxembourg.

4. SUBSCRIPTION TO THE PRO E-BANKING SERVICES

4.1. Subscribing to the Pro E-Banking Services

4.1.1. The Pro E-Banking Services are provided to the Bank's Client who wishes to use these services for professional purposes only and is concluded with a Client by entering into the Pro E-Banking Services Subscription Contract and, as appropriate, its Annexes (in particular the Management Power(s)) accepted for and on behalf of the Client.

4.1.2. Once the Pro E-Banking Agreement has been concluded, where appropriate by means of the aforementioned subscription, any of the Client's Users is authorized to activate and deactivate the Pro E-Banking 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 Pro E-Banking Services, they are bound to comply with the terms, conditions or procedures set out in the Technical and Security Documentation on use of the Pro E-Banking Services or any other form at the Bank's discretion.

4.1.4. The powers and any specific limits to such powers of each User, expressed in terms of number of signatures required and/or types of Transactions authorized, indicated on the relevant Management Power(s) apply to the Transactions submitted via the Pro E-Banking Services.

The Management Power(s) can be changed at the Client's request (in writing or at a branch of the Bank or, subject to the possibilities offered by the Bank, via the Pro E-Banking Services) in accordance with these General Conditions and the Bank's General Terms and Conditions.

4.1.5. Subject to the possibilities offered from time to time by the Bank for the purpose of the Pro E-Banking Services, the Client (acting in his name and on behalf of the Account Holder(s)) agrees to receive any and all information relating to the banking, financial services and products taken out with regard to Accounts only via the Pro E-Banking Services.

The Client (acting on his behalf and for the account of the Account Holder(s)) moreover explicitly agrees that all the Users may consult this information via the Pro E-Banking Services.

4.2. Users of the Pro E-Banking Services

4.2.1. The Client (acting on his behalf and for the account of the Account Holder(s)) accepts that each User designated by the Client in accordance with article 4.1 of these General Conditions may consult information available via the Pro E-Banking Services, including any information relating to banking, financial services and products taken out in the name of and on behalf of the Client with the Bank (in particular information relating to Accounts), without prejudice to article 4.1 of these General Conditions.

Subject to the same reserves, the Users, provided that they are duly mandated in accordance with article 4.1 of these 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 Account Holder and the Client requesting the execution of a Payment Transaction, a Financial Instrument Transaction or any other banking, financial transaction. Subject to the same reserves, the Users who may act as the Client representatives, can also, using their electronic signature, conclude or request (subject to acceptance by the Bank) to conclude financial or banking contracts, in accordance with their powers and within the limits of such powers, as defined in article 4.1 above.

4.2.2. To revoke the powers granted to Users, the Account Holder and/or the Client must use the revocation procedure laid down in the contracts and regulations applicable between him/them and the Bank, in particular, with respect to the Bank's General Terms and Conditions applicable to the Account(s).

To block the Authentication means of access of the Pro E-Banking Services, the Client or his Users must follow the procedures for blocking means of Authentication and signing described in the provisions of article 6.4 of these General Conditions. However, Users duly mandated in the Management Powers documents, may only block their own Authentication and signature means for the Pro E-Banking Services.

If the Client or his Users subsequently wish to reverse the blocking, he is obliged to confirm this to the Bank beforehand in writing or in another way at the Bank's discretion.

If the Account Holder or the Client asks the Bank to revoke a User's powers, the Bank shall endeavour to block the User's access to the Pro E-Banking Services 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 the Bank to actually take a revocation into account given in the contracts and regulations applicable to the Account. Shall the Client want such revocation to apply immediately in respect of use of the Pro E-Banking Services of the Bank, the Client must use the specific procedure for blocking the Authentication means 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 Pro E-Banking Services.

The Client is liable vis-à-vis the Bank and the Account Holder(s) for his Users complying with such obligations and conditions and for all consequences arising from any shortcoming by his Users.

5. ACCESS AND USE OF THE PRO E-BANKING SERVICES

5.1. Authentication means for the purpose of the Pro E-Banking Services

5.1.1. The Authentication means required by the User to access and use the Pro E-Banking Services, including those needed to affix his electronic signature, are currently those provided by LuxTrust. The User then has the choice, according to the options offered by the Bank, to set certain means of access himself. If the User does not have a Lux Trust's Device, the Bank can order it to LuxTrust subject to the signature by the User of the relevant ordering form and receipt by the Bank of the documents required by Lux Trust.

However, the Bank 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. All the costs of sending the Authentication and signing means are born by the Client.

5.1.2. By entering into the Pro E-Banking Services Agreement and, where appropriate, pursuant to the signature of the Management Powers documents, the Client (acting in his name and on behalf of the Account Holder(s)) and Users agree on the provision of the Authentication and signature means provided by LuxTrust as provided in its General Terms and Conditions. Upon receipt of the Pro E-Banking Authentication means, the User is liable for direct and indirect loss associated with the use, by the User or a third party, of the Authentication and signature means, in accordance with the provisions of these General Conditions and the General Terms and Conditions of LuxTrust.

The liability of the Client shall be examined with regard to the provisions of these General Conditions (in particular article 8).

5.2. Device

5.2.1. To access Pro E-Banking Services, the User must use his LuxTrust's Device.

5.2.2. The Pro E-Banking Services are accessible to the User only after he has been authenticated by the Device of the User and those Authentication means chosen by the User himself (such as a password or, PIN, according to the possibilities offered by the Bank from time to time).

5.2.3. Once the User has accessed the Pro E-Banking Services and has been identified in accordance with article 5.2.2., the

User may send Orders via the aforementioned services by entering data on the keyboard of his IT system.

5.3. Mobile Pro E-Banking Services

5.3.1. To access the Mobile Pro E-Banking Services for a given Mobile IT system, the User must enroll his Mobile device beforehand based on the Token Device of the User or (provided by the Bank, as the case may be), and those other authentication means chosen by the User himself (such as the PIN, and/or any other confidential authentication mean, according to the possibilities offered by the Bank from time to time).

Mobile Pro E-Banking Services are subsequently only accessible to the User after he has been identified by the means of access chosen by the User himself (such as a PIN or fingerprint of the latter where the digital fingerprint recognition is used available on some Mobile IT systems equipped with fingerprint reader (i.e. currently the iOS Touch ID of Apple), according to the possibilities offered by the Bank from time to time). To use the aforementioned fingerprint recognition function, the User must first activate such function on his Mobile device.

5.3.2. Once the User has accessed the Mobile Pro E-Banking Services and has been identified in accordance with article 5.3.1., the User may send Orders via Mobile Pro E-Banking Services by entering data on the keyboard of his Mobile IT system.

5.4. Proof of an access

5.4.1. As regards access to the (Mobile) Pro E-Banking Services, without prejudice to the provisions of these articles 5 and 8 of these General Conditions, the Client (acting in his name and on behalf of the Account Holder(s)) accepts that the entering and validation by someone of the User's personal and confidential Authentication means of access (chosen by the User) constitute due and adequate proof of the identity of such person as a User of (Mobile) Pro E-Banking Services who is the holder of the Authentication means, provided such Authentication means have been authenticated by the relevant (Mobile) Pro E-Banking Banking Software and, where appropriate, by the fingerprint recognition function. Through this validation, the means of access used are, in particular, recognized by the relevant (Mobile) Pro E-Banking Software and, where appropriate, by the fingerprint recognition function as originating from the User.

5.4.2 In the case of the use of a Smartcard with a smartcard reader and without prejudice to the provisions of this article 5 and article 8 of these General Conditions, the Client (acting in his name and on behalf of the Account Holder(s)) accepts that the manual or automatic entering and validation, with a view to accessing the Pro E-Banking Services, of the single-use password generated by the Smartcard of the User with the smartcard reader after manually entering the PIN chosen by the User on the latter and linked to his Smartcard constitute valid and sufficient proof of the identity of such person as a

User of the services who is the holder of the card provided such means of access have been authenticated by the Pro E-Banking Services and more specifically recognized by them as originating from the User and provided his Certificate is valid and has not been revoked nor expired.

6. OBLIGATIONS OF THE CLIENT AND THE USER REGARDING SECURITY

6.1. The Client is liable for the proper use of the Pro E-Banking Services of the Bank by all Users, in accordance with the provisions for access and use of the Pro E-Banking Services of the Bank stipulated in the 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 Pro E-Banking Services can be accessed.

In particular, the Client and Users undertake only to use the Pro E-Banking 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 Pro E-Banking Services Authentication access and signature means in accordance with the provisions of this Agreement and which come into effect upon the issuing or use of said services, within the limits of use agreed on with the Bank.

The User undertakes to respect the cautionary advice regularly provided by the Bank to the User in order to avoid any risk of misuse of his Authentication means of access and signing of the Pro E-Banking Services of the Bank:

- in the Technical and Security Documentation, and/or
- any/or by any other means of communication accepted between the Client and the Bank, notably via its Website.

The User shall take all reasonable precautions to ensure that his Pro E-Banking Services Authentication means of access and signature are secure. The means of Authentication and signature chosen by the User himself (such as a password, PIN, etc.) are strictly personal and confidential to the User. The User alone is liable for their use and the preservation of their confidentiality. The User undertakes not to communicate his Pro E-Banking Services Authentication 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. Similarly, the User shall not communicate to a third party any confidential information on the security procedures applied.

Furthermore, in the context of the Mobile Pro E-Banking Services, the User may only activate, in accordance with article 5.3.1 of these General Conditions, the fingerprint recognition functions for a given Mobile device of which he is the sole user. In addition, he may only record his own fingerprints for the fingerprint recognition function on such same Mobile device.

6.4. The Client and/or User is/are obliged in particular to immediately notify the Bank as soon as he becomes aware of:

a) the loss, theft, misappropriation or any unauthorized use of his/their Pro E-Banking Services Authentication means. "Loss" or "theft", within the meaning of these General Conditions, refers to any involuntary dispossession of the Pro E-Banking Authentication means; "misappropriation" or any "unauthorized use" means any illegitimate or unauthorized use of the Pro E-Banking Authentication means;

b) any technical incident or any other failure associated with the use of his/their Pro E-Banking Authentication means or capable of jeopardizing the security of these services.

The Client and/or the User undertake(s) to block, in the aforementioned cases, his/their Authentication means for the (Mobile) Pro E-Banking Services by following, for instance, the blocking procedures as described in these General Conditions and in the Technical and Security Documentation relating to the use of the Pro E-Banking Services of the Bank (in particular by calling the Pro Help Desk +352 44 99 5000).

In the event of theft, misappropriation or unauthorized use of the Pro E-Banking Services Authentication means, the Client or User must also file a complaint with the relevant local Luxembourg or foreign competent public authorities (such as the police or the prosecutor) as soon as possible. If requested by the Bank, the Client or User must send proof, as well as references, of the statement or report made. The Client and the User undertake to send the Bank any information required for the investigation.

6.5. Without prejudice to the special provisions applicable to Payment Transactions, and to the Transactions on Financial Instruments, in particular the provisions of the Bank's General Terms and Conditions, neither the Account Holder nor the Client nor the User may revoke a Transaction which the User has carried out using his Authentication means of access or signature of the Pro E-Banking Services of the Bank.

6.6. Using information which the Client receives, in accordance with article 4. of these General Conditions, with regard to the Transactions carried out in the connection with the Pro E-Banking Services of the Bank (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 Pro E-Banking Services by means of the User's Authentication means of access or signature. Similarly,

the Client is also required to regularly verify the regularity of entries booked in the context of the Pro E-Banking Services.

Moreover, Clients or Users who subscribe to the Pro E-Banking Services are required to read regularly, and at least once a month, the notices provided by the Bank via the Pro E-Banking Services, in particular for the application of article 3.1.2.

The Client or the User is obliged to notify the Bank:

a) 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 article 6.4 of these General Conditions; or

b) 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 article 6.6 of these General Conditions.

Such notification must be confirmed by the Client or the User in writing to the Bank.

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 Pro E-Banking Services must be notified as soon as the Client or the User becomes aware of it, and whatever the case within one month 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.

7. CONFIRMATIONS AND STATEMENTS

7.1. The Bank shall ensure that the User is sent electronic or written confirmation of receipt of his Order requesting execution of a Payment Transaction, Transaction on Financial Instruments or any other banking, financial or Transaction or request to conclude or accept a banking, financial or contract placed via the (Mobile) Pro E-Banking Services. Depending on whether it is an Order or an application to conclude or accept a contract, the Bank shall also ensure that the User or Client is sent electronic 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 foregoing, to enable the Client (acting in his name and on behalf of the Account Holder(s)) in particular to monitor his expenditure to a reasonable extent and, where appropriate, to provide notification in accordance

with article 6.4. or 6.6, the Bank shall provide or make available to the Client and/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 Pro E-Banking Services through the channel of the User's access 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, the Bank shall provide the Client and/or the User 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 the relevant sections of the applicable Bank's General Terms and Conditions.

The Account Holder will also receive Bank or Account statements and/or confirmation of the execution of a Transaction involving financial instruments on a Durable medium, electronic or otherwise, as agreed from time to time between him and the Bank, unless he expressly requests in writing not to receive anymore these statements, in which case he expressly releases the Bank of any liability with regard to any damages whatsoever which he may incur and will assume sole responsibility, under all circumstances, for any detrimental effects that may result from the non-sending of account statements on a Durable medium, electronic or otherwise.

7.2. As soon as the Bank receives the notification referred to in article 6.4 or 6.6 of these General Conditions in accordance with the blocking procedures mentioned in said articles, the Bank shall prevent any further use of the Pro E-Banking Authentication means of access and signature.

7.3. At the Account Holder's, Client's or the User's request, the Bank shall provide proof that the Account Holder, the Client or the User, as the case may be, has duly made such notification referred to in article 6.4.

8. LIABILITY OF THE PARTIES

8.1. General liability as regards the Pro E-Banking Services of the Bank

8.1.1. Unless otherwise provided for in this Agreement (in particular those of Articles 8.2. and 8.3.), the Bank, in accordance with its general duty of care as laid down, in particular in the Bank's General Terms and Conditions, of the Bank accepts only liability for any gross negligence or a willful misconduct (with the exception of slight negligence) committed while carrying out its professional activities, either by it, by its employees or sub- contractors approved by it.

The Bank exercises the utmost care in executing the Agreement properly. However, unless expressly provided otherwise in the Agreement (in particular in Articles 8.2 and 8.3.), the obligations arising from the latter which are incumbent on the Bank are only best effort obligations.

In particular, for the Bank, are considered to be result obligations the Payment Transaction obligations stipulated in articles 6.4. 7. and 12.1. Of these General Conditions.

Unless stipulated otherwise in this Agreement (in particular in Articles 8.2 and 8.3.), under no circumstances is the Bank 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 the Bank as regards banking, financial products and services available via the Pro E-Banking Services of the Bank and, more specifically, the Transactions available via these services, are governed exclusively by the agreements and other contractual conditions entered into with the Client and/or the Account Holder(s), in particular, but not limited as far as the Bank is concerned to the Bank's General Terms and Conditions.

These Transactions are proposed as such via the Pro E-Banking Services, without any guarantee or additional liability on the part of the Bank as a result of providing them via such services, except for gross negligence or a deliberate transgression of duty on the part of the Bank or unless otherwise provided for in this Agreement.

8.1.3. The Bank is liable for any gross negligence or willful misconduct on its part (with the exception of slight negligence) in the design of the (Mobile) Pro E-Banking Software provided it designed them, or in the choice of the (Mobile) Pro E-Banking Software where they were developed by third parties. Such liability only covers direct loss which may be caused to the Account Holder, 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 (Mobile) Pro E-Banking Software provided by the Bank, or the impossibility to use them.

8.2. Limitation of liability

8.2.1. Unless the Bank has committed a gross negligence or willful misconduct and unless this Agreement provides otherwise, the Bank cannot be held liable for direct and indirect loss caused to the Account Holder, the Client, a User or a third party which might result by the use of Pro E-Banking 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.

8.2.2. Prior to receipt of the notification referred to in article 6.4 of these General Conditions, unless the Bank has committed a gross negligence or willful misconduct, the Client is liable for any direct or indirect loss which might result for him, for the Account Holder, for the Bank or for third parties, from any use, whether improper or otherwise, of the Pro E-Banking Services by third parties using a User 's Authentication means of access and signature. This provision does not prejudice to the other provisions of this article 8.2. insofar as it applies.

8.2.3 Except in the event a gross negligence or willful misconduct on its part or that of its sub-contractors approved by it, the Bank refuses any liability for direct or indirect loss caused to the Account Holder, the Client or to a User for the purpose of Pro E-Banking Services by devices, networks, terminals or equipment or configurations not approved by the Bank, 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 the Bank, including those acquired free.

For this clause, devices, networks, terminals or means of equipment or configurations not approved by the Bank, mean those acquired from third parties or from the Client or the User himself, free or at a cost, by the Client or by the User to access and use of the Pro E-Banking Services and:

- which are not supplied by the Bank or its sub- contractors (like, for instance, a card reader), and
- which are not specifically designated by the Bank as approved by it.

Except in the event a gross negligence or willful misconduct on its part or that of its sub-contractors approved by it, the Bank refuses any liability for direct or indirect loss caused to the Account Holder, the Client or to a User in connection with the Pro E-Banking Services arising from (list non exhaustive):

- acts or omissions which are in any way attributable to third parties, including the Client or the User, which have not been approved by the Bank, and in particular any addition to the Pro E-Banking Services, or alteration or "jailbreaking" of the (Mobile) IT System carried out by the Client, the User or by third parties, and not approved by the Bank;
- legal or statutory obligations stipulated by domestic or community legislations; or
- events beyond the Bank'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 the Bank's Pro E-Banking Services, the Bank cannot guarantee and provides no guarantee concerning:

- access, availability as well as the access and response times for the Bank's Pro E-Banking Services via devices, networks, terminals or equipment not approved by the Bank; and
- the technical security and reliability of communications via devices, networks, terminals or equipment not approved by the Bank, in particular in the context of the Pro E-Banking Services, protection against viruses and other malware (e.g. spyware, etc.) despite the protective measures established by the Bank; and

- protection and confidentiality of communications via devices, networks, terminals or equipment not approved by the Bank.

8.2.4. Unless otherwise provided in the Agreement, when the Bank has to call on third parties to carry out Orders, it undertakes to send them the Order as quickly as possible. The Bank cannot under any circumstances be held liable for the detrimental consequences of any negligence or error by the third parties in question.

The Bank 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.

8.2.5. 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 Pro E-Banking Services, in particular the (Mobile) Pro E-Banking Software provided by the Bank.

8.2.6. The Bank gives only a guarantee to the Client and User that the (Mobile) Pro E-Banking Software are free of any known virus on the date of installation of Pro E-Banking Services.

8.3. Force majeure

By way of a derogation from the provisions of articles 8.1. and 8.2., the Bank cannot be held liable in the event of force majeure.

9. TRANSACTION LIMITS

The Client (acting in his name and on behalf of the Account Holder(s)) expressly agrees that no ceilings are imposed by the Bank. The Bank may however decide, at its discretion to set up one or more maximum amounts per Transaction type and/or period of time.

10. MAINTENANCE OF THE PRO E-BANKING SERVICES

10.1. With regard to any technical, operational or functional incident or problem associated with the Pro E-Banking Services, in particular those associated with the installation and use of the (Mobile) Pro E-Banking Software, or with the use of the Pro E-Banking Authentication means of access and signature or which might jeopardize the security of these services, the User can call the Bank's Help Desk.

The Help Desk can be accessed by calling it during business hours. The Help Desk can provide assistance in French and, Dutch, English or German.

Users can also contact the Help Desk by e-mail (myingpro@ing.lu). 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 Pro E-Banking Services, associated mainly with correcting any faults or errors in the Pro E-Banking Software, can only be carried out with the Bank's assistance. Users may not correct or modify the Pro E-Banking Services themselves.

10.3. the Bank 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. The Bank is not obliged to provide ongoing maintenance and, as a result, does not guarantee that the Pro E-Banking 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 and Security Documentation on use of the Pro E-Banking Services.

11. PROTECTION OF PRIVACY

11.1. The Bank respects the privacy of any individuals, 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 and the Bank's General Terms and Conditions. The data processor for personal data on private individuals concerned is the Bank.

11.2. By authorizing the Bank to order a LuxTrust Device on behalf of a User, the same expressly authorizes the Bank to communicate his personal data to LuxTrust, which will then process it in accordance with the LuxTrust General Terms and Conditions.

12. PROOF OF TRANSACTIONS

The provisions of this article 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 articles 5 and 8 of these General Conditions. 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 article 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 Pro E-Banking Authentication or signature means, the Bank undertakes to provide proof that the Order was authenticated, recorded and booked correctly.

For all Transactions resulting from an Order given via the Pro E-Banking Services, such proof shall be provided by producing an excerpt of the log file or recordings on a data medium of all the

Transactions recorded, established by the Bank's electronic systems or any sub-contractors appointed by the Bank.

The Parties recognize that the aforementioned log file and recordings on a data or computerized medium have a proof value. The contents of this log file and these recordings may be copied on paper, microfiche or microfilm, magnetic or optical disc, or on 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 the Bank be certified as a true copy by the latter.

12.1.2. The Bank (or its appointed service providers) keeps an internal list of the Transactions resulting from an Order submitted using the Authentication or signing means of the Bank's (Mobile) Pro E-Banking 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 the Bank 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 Pro E-Banking Services, by electronic message.

12.2. Proof of an Order

12.2.1. In the context of the Pro E-Banking Services, any Order is signed electronically by a User with the Authentication means provided to the User by LuxTrust, according to the possibilities offered by the Bank.

12.2.2. When a Smartcard with a smart card reader is used to electronically sign an Order, a single-use password is created by means of the Smartcard a User inserts in the smart card reader, firstly, manually or electronically, elements relating to the relevant Order provided by the Pro E-Banking 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 Pro E-Banking Services, is recorded by the Bank for validation by the latter. The Client (acting in his name and on behalf of the Account Holder(s)) acknowledges that the single-use password once entered and validated, manually or automatically, in the Pro E-Banking Services following the use of the Authentication means in the aforementioned manner constitutes, such as it is recorded by the Bank, the electronic signature of one of his User who is a holder of the Device concerned, provided such electronic signature is validated by the Bank's electronic systems and, in particular, is recognized by such systems as originating from the User and that the use of his Smartcard is valid and has not expired or been revoked. The same shall apply mutatis mutandis when using a Signing Stick.

12.2.3. When a LuxTrust Token is used to electronically sign an Order (including, among others for Order signed with a Mobile

device), the latter must be signed electronically by the User using the One Time Password provided by the LuxTrust Token associated to the User. The Client (acting in his name and on behalf of the Account Holder(s)) acknowledges that the log file or recordings (made by the Bank or its appointed service providers) resulting from the use by a User in the aforementioned manner constitutes the electronic signature of one of his User who is the holder of the Device concerned, provided such electronic signature is validated by the Bank's electronic systems and recognized by such systems as originating from the User and that his Certificate is valid and has not expired or been revoked.

12.2.4. For all Transactions carried out in the context of the (Mobile) Pro E-Banking Services, the Client (acting in his name and on behalf of the Account Holder(s)) accepts that the electronic signature as referred to in articles 12.2.1. to 12.2.3 of these General Conditions, of each User – validated by the Bank electronic systems and recognized as originating from said User – satisfies the conditions of immutability and content integrity attached to a signature within the meaning of Article 1322-1 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 and the Account Holder as such. The Client (acting in his name and on behalf of the Account Holder(s)) accepts that, provided the User's electronic signature is validated by the Bank's electronic systems and recognized as originating from the User, all Transactions validated with the electronic signature of the User and received by the Bank via Pro E-Banking Services constitute valid and sufficient proof of his 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 the Bank.

13. LISTS OF CHARGES

13.1. The charges for using the Pro E-Banking Services are indicated in the tariffs applied to the main banking operations as published by the Bank from time to time, which are available, in particular, on its website and/or in its branches and/or via the Pro E-Banking Services directly. They are also provided to the Client (acting in his name and on behalf of the Account Holder(s)) prior to the conclusion of the Pro E-Banking Agreement. Such tariffs are only valid as from the date they are published.

13.2. Subject to any application of a separate charge for automated Transactions, the execution of Transactions resulting from Orders submitted via the Bank's Pro E-Banking Services is subject to the charging policy applicable to such Transactions.

13.3. The Client expressly authorizes the Bank to automatically debit any of its Account with all the fees applicable under the charging policy in effect, for the use of the Bank's Pro E-Banking Services.

13.4. The costs of telephone communications (including those associated with calling the Bank Help Desk) 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 (Mobile) Pro E-Banking Services are at the Client's or User's expense.

14. USER LICENCE FOR THE PRO E-BANKING SOFTWARE

Without prejudice to the provision of the Pro E-Banking Services to the User as provided in the Agreement, either the Bank or the person who has conferred the rights of use on the Bank reserves all of the property rights and all of the intellectual property rights (including the rights of use) for the Pro E-Banking as well as all its components, in particular, but not limited to texts, illustrations and other elements appearing in the (Mobile) Pro E-Banking Software.

14.1. Pro E-Banking Software

14.1.1. For the duration of this Agreement, the User is granted a strictly personal, non-exclusive and non-transferable license to use the (Mobile) Pro E-Banking 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 (Mobile) Pro E-Banking 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 (Mobile) Pro E-Banking 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 (Mobile) Pro E-Banking Software, as well as reproduction of the computer program resulting therefrom, are subject to prior written authorization from the Bank.

However, the User is entitled to carry out Transactions to load, display, transfer, transmit or store the (Mobile) Pro E-Banking Software required to enable the User to use the (Mobile) Pro E-Banking Software in accordance with its purpose. Copying the code and translating the form of the code for the (Mobile) Pro E-Banking Software are subject to prior written permission from the Bank, even if such acts are essential to obtain the information required for interoperability between the (Mobile) Pro E-Banking Software and third-party software, as the said information is accessible to the User from the Bank. Without prejudice to the above, the source codes for the (Mobile) Pro E-Banking Software shall not be communicated to the User.

14.1.3. The provisions of this article 14.1 apply not only to the (Mobile) Pro E-Banking Software in its entirety, but also to all of its components.

14.2. Trademarks, names and logos

The registered or non-registered brands, names and logos contained in the (Mobile) Pro E-Banking Software are the exclusive property of the Bank and may not be reproduced, without the express prior written agreement of the Bank.

15. HYPERTEXT LINKS OF THE PRO E-BANKING SERVICES

Except in the event of gross negligence or intentional misconduct on their part, the Bank does not provide any guarantee or accept any liability for the hypertext links created from the Pro E-Banking 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 is well aware that such websites may be subject to other conditions of use, other provisions with regard to the protection of privacy and/or in a general manner other rules than those which apply to the Pro E-Banking Services. The Bank is not liable for these websites' compliance with the legislation and regulations in force.

16. AVAILABILITY OF THE ONLINE PRO E-BANKING SERVICES

16.1. Insofar as it is able, and in accordance with the limits laid down in this Agreement, the Bank shall endeavour to make the Pro E-Banking Services accessible 24 hours a day, 7 days a week.

16.2. However, the Bank does not undertake to provide continuous, uninterrupted and secured access to the Pro E-Banking Services.

Moreover, the Bank reserves the right, without being obliged to compensate the Client, to interrupt access to all or some of Pro E-Banking 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 Pro E-Banking Services, or to resolve any technical incidents or failures in the Bank's electronic (including the telecommunications systems). The Bank 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. The Bank shall endeavour to limit the duration of such interruptions and to inform Users of their duration through any means the Bank deems appropriate.

Moreover, each Party shall take all necessary measures, within its capabilities and means, to stop any technical incident or failure in Pro E-Banking Services, as soon as possible.

Without prejudice to its right to additional compensation for any loss, the Bank also reserves the right to block at any time access to all or part of the Pro E-Banking 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 unauthorized or fraudulent use of the services and/or access and signature means for these services. When the Bank exercises its right to block the use of any authentication means in relation to the Pro E-Banking Services or to withdraw it, 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 access 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. The Bank shall restore access to the blocked service(s) when the reasons for the block cease to apply.

17. TERM OF THE PRO E-BANKING SERVICES AGREEMENT – DEACTIVATION OF THE SERVICES AND TERMINATION OF THE AGREEMENT

17.1. The Pro E-Banking Services Agreement comes into force on the day the Pro E-Banking Services Agreement is signed by the Parties in accordance with article 4.1 of these General Conditions and is concluded for an indefinite period until its termination. Once activated in accordance with article 4.2. of these General Conditions, the Pro E-Banking Services shall remain activated for an indefinite period until such time as they are deactivated, i.e. when access to the services ceases.

17.2. The Client may terminate the Pro E-Banking Services Agreement and/or deactivate Pro E-Banking Services, for his User(s), at any time, free of charge and without providing any justification. User(s) designated as agent(s) in the Management Power(s) documents the Bank provides as an Annex to the Pro E-Banking Subscription Contract. The Client must send written notification of termination of the Agreement to the Bank, 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 fifth Business 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 the Bank's Pro E-Banking Services, the Client must follow the special procedure for blocking the means of access and signature set out in these General Conditions at the same time as the termination and deactivation procedure.

The Technical and Security Documentation on use of the Bank's Pro E-Banking Services may, where appropriate, specify other terms, conditions or procedures for deactivating the Pro E-

Banking Services. The Client undertakes to comply with these terms, conditions and procedures in any event.

In addition, deactivation of the Pro E-Banking Services shall automatically result in deactivation of the Mobile Pro E-Banking Services, but not vice versa.

If the Client or his User(s) subsequently wish(es) to reactivate the Pro E-Banking Services, he is obliged to notify the Bank in advance in accordance with the terms, conditions and procedures specified in the Technical and Security Documentation on use of the Bank's Pro E-Banking Services or in another way, at the Bank's discretion.

17.3. The Bank may suspend or terminate the Pro E-Banking Agreement and/or deactivate the Pro E-Banking Services at any time, for the Client himself and/or his User(s), at any time and without providing any justification, subject to one-month prior notice by post or on any other durable medium.

Likewise, without prejudice to any applicable public order or imperative legal provisions, and without prejudice to the right to claim additional damages, the Bank may, at any time and without notice, suspend or terminate the Pro E-Banking Services Agreement or suspend execution of all or part and/or deactivate, for himself the Pro E-Banking Services if the Client and/or his User(s) seriously fail(s) to honour his/their commitments with respect to the Bank or is/are in a state of insolvency, goes bankrupt, enter(s) into an arrangement with creditors, is put into receivership or is subject to similar proceedings.

The Bank can also, at any time and without notice, terminate the Pro E-Banking Services Agreement and/or deactivate for the Client itself and or his Users the Pro E-Banking Services in the event of an end to the contractual relationship relating to their respective products and services available via the Pro E-Banking Services.

The above provisions do not prejudice the procedure for blocking the Pro E-Banking Services Authentication means in accordance with the provisions of articles 4.2. and 6.4. of these General Conditions, and interrupting access to Pro E-Banking Services in accordance with article 16 of these General Conditions, and the legal provisions requiring the Bank to take special measures in the event of exceptional circumstances.

17.5. In the event of termination of the Pro E-Banking Services Agreement, suspension of the execution thereof or deactivation of the Pro E-Banking Services, the Client (acting in his name and on behalf of the Account Holder(s)) remains obliged to honour Transactions resulting from an Order given via the Pro E-Banking Services before the termination of the Agreement.

18. DEFINITIONS FOR THE PURPOSE OF THE AGREEMENT

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° Account(s): any and/or the account opened or to be opened in the name of the Client and/or another Account Holder who authorized the access of such account(s) via the Pro E-Banking Services and delegated powers to the Client in that purpose.

2° Account(s) Holder(s): the holder or joint holder of an Account.

3° Agreement: all the provisions which determine the rights and obligations of the Clients, the Users and the Bank in connection with the use of the Pro E-Banking Services.

4° Authentication means: technical means enabling the User to be identified, as described in Article 5 of these General Conditions.

5° Bank : ING Luxembourg, Société Anonyme, a credit establishment situated at L-2965 Luxembourg, 26, Place de la Gare, R.C.S. Luxembourg B.6041, VAT LU 11082217, tel. +352.44.99.1, fax. +352 44.99.2310, contactcenter@ing.lu, authorized and regulated by the Commission de Surveillance du Secteur Financier (CSSF), 283, route d'Arlon, L-2991 Luxembourg.

6° Business Day: a day, other than Saturday or Sunday or a public holiday, on which banks are generally opened for business in Luxembourg;

7° Certificate: electronic file signed by LuxTrust that can be used for applications other than the Pro E-Banking Services and which contains information on the User, in particular his public key. This can be a Pro or a Private Certificate.

8° Client: the legal entity in the name and on behalf of which the Agreement is entered into and which (i) is the holder or joint holder of the Account(s), and/or which (ii) has received a delegation by the Account Holder(s); so that such Accounts are accessible via the Pro E-Banking Services.

9° Device: the following devices offered by LuxTrust for authentication services purposes: the Token, the Signing Stick and the Smartcard as well as any other devices offered by any third party provider that would be accepted by the Bank in relation to the Pro E-Banking Services in the future.

10° Durable support: any instrument which enables the Client to store information addressed personally to him in a way accessible for easy future reference for a period of time adequate for the purposes for which the information is intended and which allows the unchanged reproduction of the information stored, such as DVD-ROMs, CD-ROMs, hard drives of personal computers, etc. on which electronic mail can be stored.

11° Bank's General Terms and Conditions: The Bank's general terms and conditions in force, as applicable to the Client ("General Terms and Conditions of the Bank (Retail & Private

Banking)” for Retail and Private Banking clients, the “General Terms and Conditions – Business Banking”, for Business Banking clients, and “Wholesale Banking Terms and Conditions” for Wholesale Banking clients).

12° **ing.lu** (<http://www.ing.lu>): the electronic address granting access to the Bank's Website on the worldwide web. The name “ING” is a protected trademark, registered by ING Group N.V., a company incorporated under the laws of the Netherlands, having its registered office in the Netherlands at Bijlmerplein 888, 1102 MG Amsterdam.

13° **LuxTrust**: LuxTrust S.A., an IT company incorporated under Luxembourg law, that in particular provides advanced certification, authentication and electronic signature services to the public and is regulated as a financial sector professional.

14° **LuxTrust General Terms and Conditions**: Lux Trust's contractual conditions in force, such as regular updates by LuxTrust and available on LuxTrust's Website and/or on www.ing.lu, which all persons accept when using one of Lux Trust's services (means of identification, registration, authentication, signature and validation) or a Certificate;

15° **Management Power(s)**: appendix to the Pro E-Banking Subscription Contract, as amended from time to time, executed by the Client or accepted for and on behalf of the Client, by which the same defines who are Users under this Agreement as well as their powers in relation to the Account(s) and any general and/or specific Transactions.

16° **Mobile devices**: tablets and portable devices compatible with the Pro E-Banking Mobile Application as described on the Website www.ing.lu and in the application stores in which the Pro E-Banking Mobile Application is available.

17° **Mobile PIN**: minimum 4-digit PIN code defined by the User when registering a Mobile device with a view to obtaining Mobile Pro E-Banking Services.

18° **Mobile Pro E-Banking Services**: Pro E-Banking Services as provided under the terms of this Agreement and accessible via a Mobile device.

19° **One Time Password (OTP)**: password generated by the LuxTrust Token and valid for one login session or one Transaction.

20° **Order**: any order carried out via the Pro E-Banking Services 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 or, financial Transaction.

21° **Parties**: the Bank, the Client and the User, as the case may be.

22° **Password**: a personal password serving as a part of the User's Authentication means each time he connects to the transactional part of the Bank's Website.

23° **Payment Instruction**: any instruction given through the Pro E-Banking Services, in the name and on behalf of the Client, requesting the execution of a Payment Transaction.

24° **Payment Transaction**: an action consisting in transferring funds, irrespective of any underlying obligations between the payer and the payee of the Payment Order.

25° **Private Certificate**: certificate issued in the name of the User which may be revoked by the User according to the procedures established by LuxTrust.

26° **Pro Certificate**: certificate issued in the name of the User which may be revoked by the Client according to the procedures established by LuxTrust.

27° **Pro E-Banking Mobile Application**: IT software enabling electronic transmission of data between the Bank and the Client. It is provided by the Bank in stores where applications can be downloaded, such as Apple Store and application stores officially recognized by the operating system of the Clients' Mobile devices.

28° **Pro E-Banking Services**: has the meaning provided in Article 1 of the General Conditions.

29° **Pro Help Desk**: means the ING help desk of the Bank available during the Business Hours at the following number +352 44 99 5000 for any questions relating to the Pro E-Banking Services. 30° **Signing Stick**: USB key provided by LuxTrust equivalent to the Smartcard product, the difference being that this device is not considered as compliant with the SSCD (Secure Signature Creation Device) standard.

31° **Smartcard**: smart card provided by LuxTrust accompanied with two Certificates (authentication, signature).

32° **Technical and Security Documentation**: any user manual and other technical documentation relating to the use of the Pro E-Banking Services, and concerning, in particular, communication and electronic signature procedures available on the Pro E-Banking Services Website as amended from time to time and/or any other recommendation or guidance document or notice sent in writing or on a Durable medium, electronic or otherwise, provided to the Account Holder/Client and to which he has access, in particular but not limited to, messages enclosed with the Account statements sent to the Account Holder, the Client or the User, e-mail sent to the Account Holder, the Client or the User and/ or messages displayed via the Pro E-Banking Services.

33° **Token**: device provided by LuxTrust, enabling LuxTrust to provide authentication or signature services.

34° **Transaction**: any Transaction, whether a Payment Transaction, a Financial Instrument Transaction or any other banking or financial Transaction, or even any banking or financial product or service contract which can be the subject of an Instruction via the Pro E-Banking Services.

35° **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.

36° **User:** the individual(s) designated and authorized by the Client, in accordance with the provisions of article 4 of these General Conditions, to use the Pro E-Banking Services according to the conditions laid down by the Agreement.

37° **Website:** ING Luxembourg, as part of an obligation of means, makes available, to the Users who want it, the services appearing on the address of its Website. These services might be added to, amended or withdrawn at any time and without prior notice, particularly depending on technological changes.

37° **Third-Party Payment Services Providers ("Third-Party PSP") or Third Party Provider ("TPP")** may be:

- an Account Information Service Provider ("AISP") carrying out the activities referred to in appendix I, point 8 of the PSD2 Directive.
- or a Payment Initiation Service Provider ("PISP"), duly authorised by the competent authorities, which carries out activities such as referred to in appendix I, point 7 of the PSD2 Directive.

38° **PSD2 Services:** means the services provided by a TPP in the context of the PSD2 Directive and listed in clause 2.1, hereof.

39° **PSD2 Directive:** Directive (EU) 2015/2366 on payment services in the internal market ("Payment Services Directive"), as may be amended and transposed into Luxembourg law by the Law dated 10 November 2009 on payment services, as amended.

40° **Payer:** a natural or legal person who holds an account and authorises a payment order from that account, or, in the absence of an account, a natural or legal person who gives a payment order.

Unless otherwise agreed, in case of discrepancy between the French version and the versions of these General Terms and Conditions, the contracts and/or other banking conditions translated into another language, only the French version shall be taken into consideration.