



Anti-Bribery and Corruption Policy

Financial crime risk

ING's commitment to conduct business in an honest, prudent and responsible manner

Info sheet

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| 2.0 | 1 April 2024 | Group FCC AB&C | Rescoping AB&C risk domain to an enterprise-wide risk domain. General enhancements to the AB&C control framework. | MBB on 29 August 2022 |
| 2.1 | 1 April 2024 | Group FCC AB&C | Non-material changes involving the following: <ul style="list-style-type: none"> modification to the mapping structure of the AB&C Risks and Control Objectives to allow for iRisk Support. inclusion of the definition of State-Owned Entities which aligns with AML policy v2.0. defined terms is now Appendix A and Prohibitions Appendix B | FMT on 31 August 2023 |
| 2.2 | 1 July 2025 | Group FCC AB&C | Non-material textual clarifications, amendments and corrections across the document i.e. the following: <ul style="list-style-type: none"> New template changes; Updated definition of Public Official and Third party to ensure consistency with rest of FCC. | GFCPC on 5 November 2024 |

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Reading guide

This Anti-Bribery and Corruption Policy (hereafter 'AB&C Policy') describes:

- In chapter 1, the Introduction. This chapter sets out the objectives and purpose of the AB&C Policy and stipulates the relevant AB&C laws and regulations on which this Policy has been based. This chapter provides information on related global documentation and its relationship with local laws and regulations.
- In chapter 2, the Obligations. This chapter contains the high-level obligations that ING entities must adhere to.
- In chapter 3, the Risk and Control Objectives. This chapter provides the control objectives in order to manage and mitigate the AB&C risks.

The target audience of this Anti-Bribery and Corruption (AB&C) Policy is all ING employees and relevant employees of outsourcing partners to which ING entities have outsourced AB&C related activities.

The definitions of the **bold and light blue** coloured terminology can be found in Appendix A (Defined Terms).

1 Introduction

1.1 Objective

This Policy sets the external (legal) and ING (internal) requirements (translated into ING principle based obligations) and the risk management approach in relation to **Bribery** and **Corruption** risks as per ING's risk appetite. ING is committed to doing business in an honest, prudent and responsible manner and aims to ensure compliance with applicable Anti-Bribery and Corruption (AB&C) laws and regulations. The potential consequences of **Bribery** and **Corruption** include, but are not limited to, the following: harm to the social and economic growth of society at large. Engaging in Bribery and Corruption is irreconcilable with ING's Orange Code values and stance on sustainability.

This AB&C Policy outlines the obligations, key risks, and control objectives that are necessary to ensure that inherent and critical Bribery and Corruption risks are identified, assessed, managed and monitored accordingly.

Bribery is a form of corruption and relates to **anything of value** that is offered, given or received which can induce a person to improperly perform their duty.

Corruption is described as the abuse of entrusted power for private gain. In practice, this means the abuse of a position of trust in order to gain an undue advantage.

1.2 Scope and target audience

This AB&C Policy is mandatory and applies to all ING entities (i.e. ING's regions/countries, **majority-owned and/or controlled** subsidiaries, branches and representative offices of ING Groep N.V. and ING Bank N.V.), their corporate functions and their branches, including sourcing partners to whom ING entities have sourced any of its responsibilities

ING promotes the adoption and application of a Policy framework by **minority-owned ING entities** which is equivalent to this AB&C Policy in order to adequately manage the Bribery and Corruption risks these entities bring about for ING.

1.3 Overview of regulations

Various AB&C laws and regulations and key guidances may be applicable to ING, its **employees** and **third parties** acting for or on behalf of ING, including but not limited to:

- The provisions on Bribery and Corruption in the Dutch Criminal Code;
- Dutch Code of Criminal Procedure;
- US Foreign Corrupt Practices Act (FCPA);
- Foreign Extortion Prevention Act (FEPA)
- UK Bribery Act;
- The Wolfsberg Principles;
- Other relevant sources, such as industry and market standards.

Violation of applicable local and **extra-territorial** laws and regulations may cause significant legal and/or reputational risk to ING, and/or personal liability for employees involved in such violations. **Senior Management** may also be held liable for the activities of ING's employees or for **corporate liability**.

1.4 Local regulations and Local Annex

In jurisdictions where local legislation is more stringent, the local legislation prevails.

To implement this Policy, Business Units shall undertake AB&C Policy gap analysis to identify:

- If the Policy is applicable to a Business Unit;
- Additional obligations to the Global Policy if local legislation and/or market practice is more stringent than the obligations of the Global Policy;
- Obligation(s) which contradict(s) local legislation and, therefore, cannot be implemented in a Business Unit. Waivers which should be requested for such Obligation(s);
- Obligation(s) which is not applicable for a Business Unit, as a product and/or a process regulated by the Policy is not part of Business Unit activity; and
- Obligation(s) which can be implemented with certain deviations. Deviation should be requested for such Obligations.

Local 2LoD provides local gap analysis results to Global Policy Owner and requests waivers and deviations when required. In case during Policy gap analysis Business Unit identifies one or more obligations listed above, Business Unit shall develop Local Annex to a Global Policy.

Local Annex to a Global Policy provides overview of:

- Additional obligation(s) to Global Policy if local legislation and market practice is more stringent than the obligations of a Global Policy;
- (Approved) Waivers and Deviations from Global Policy obligations; and
- Obligations which are not applicable to the Business Unit, as a product and/or a process, regulated by a Policy, is not part of Business Unit activity.

Global Policy and Local Annex to a Global Policy shall constitute one document for local use and implementation.

Waivers and deviations from Global Policy obligations should be requested in accordance with the Internal Control Binding Principles.

The following information must be submitted for validation and approval together with the Local Annex:

- (1) nature and source of the additional or different (resulting in waivers and deviations) local requirements; and
- (2) measures taken in addition to (those specified in) the AB&C Policy to tackle the additional legal requirements.

ING entities must ensure that the requirements and information as described in the global documents listed above are adequately embedded and adhered to.

1.5 Local Implementation and embedding of the Global Policy

Local implementation should be completed within 6 months months after approval date.

The AB&C Global Policy Owner maintains an overview of Local Annexes and local implementation sign-offs and monitors the (non-)compliance with this Policy.

Local 2LoD periodically (at least annually) reviews and assesses the Local Annex. In case local material trigger was identified (e.g., change in local legislation and/or Global Policy update) and/or Global Policy update, then local 2LoD should update gap analysis of the Global Policy and to update Local Annex to Global Policy, if necessary.

Local 2LoD/ local CRO, based on input from 1LoD if necessary, provides to Global Policy Owner sign-off on the implementation of AB&C Policy obligations (which needs to be renewed in case of Global Policy and/or Local Annex update).

1.6 Waivers and deviations

Policy waivers and/or deviations should be requested from the AB&C Global Policy Owner (after approval by local management approval body) in line with the [Internal Control Binding Principles](#) (chapters 5 and 9). All waivers and deviations must be registered in iRisk in accordance with the Manual for waivers and deviations registration – see [Gatekeeper toolkit](#)

In exceptional circumstances it may be permissible to not meet one or more AB&C Policy obligations when establishing or continuing a business relationship, or carrying out a transaction. In those cases, ING entities may seek a one-off waiver to allow the business relationship and/or transaction to proceed. The requirements to be followed for one-off waivers are documented in the Mandatory Instructions on FEC Overarching Topics.

1.7 Additional internal documentation

Related/ underlying internal control documentation may be found in [Policy House](#). This includes the following:

- Mandatory Instructions on Business Activities Vulnerable to Financial Crime;
- Mandatory Instructions on Overarching FEC Topics;
- Mandatory Instructions on Third Parties;
- Mandatory Instructions on Products, Services and Distribution Channels;
- Mandatory Instructions on Transparency Checks and Screening of Business Relationships and Transactions;
- Mandatory Instructions on Non-Traditional Banking Activities; and
- Mandatory Instructions on Customer Due Diligence.

Additional Mandatory Instructions may be developed if and when required.

This AB&C Policy is part of ING's broader Financial Crime (FC) Framework and should be read in conjunction with – inter alia – the following global documentation:

- Other global policies in the area of Financial Crime;
- Global Risk Appetite statements, specifically ING's Compliance Risk Appetite Statement (FC RAS);
- The global procedure on Risk Assessment for Compliance (RAC). The risks described in this AB&C Policy, as well as the risks identified by the relevant supranational and national risk assessments, are addressed in the Risk Assessment for Compliance. New risks identified during updates of the Risk Assessment for Compliance could trigger an update of this Policy or its underlying Mandatory Instructions.

ING entities must ensure that the requirements and information as described in the global documents listed above are adequately embedded and adhered to.

2 Obligations

Employees and ING Entities must comply with the obligations described in this chapter. Details of these obligations are documented in the relevant Mandatory Instructions. Where mention is made of ING in the obligations, this also includes ING entities.

These obligations enable ING to comply in good faith with AB&C laws and regulations given ING's commitment to conduct business in an honest, prudent and responsible manner.

2.1 Zero tolerance for Bribery and Corruption

1. All forms of Bribery and Corruption (including attempts) in ING's business dealings or transactions are strictly prohibited and must be avoided, whether they take place directly or indirectly, including involving ING's **customers** and all types of third parties.
2. ING prohibits all types of **facilitation payments** as ING considers these payments to be bribes. An exception to this prohibition may apply if a payment is necessary to avoid imminent threat to personal safety or well-being. Any such necessary facilitation payments made by an employee or by a third party acting on behalf of ING must be reported as soon as practically possible, along with the relevant details, to line management or higher and to the relevant Financial Crime Compliance Officer. Any such payments must be accurately recorded in ING's books and records in a timely manner.
3. ING must put adequate procedures and/or processes in place to ensure all ING **payments transactions**, including payments by third parties, are recorded and monitored and are accurately and fairly reflected within ING's internal books and records.
4. In accordance with ING's zero-tolerance stance towards Bribery and Corruption, Senior Management must foster a culture in which Bribery and Corruption are never acceptable. ING's tone at the top reflects the Group's commitment to doing business in an honest, prudent and responsible manner.
5. All employees and third parties acting on behalf of ING are responsible for speaking up whenever they have identified any potential or actual breach of this Policy or its associated Mandatory Instructions. These concerns must be raised, escalated and/or reported internally to line management or higher, and to the relevant Financial Crime Compliance team. Employees, including third parties acting for and on behalf of ING, are encouraged to use the **whistleblower** reporting channels in good faith and without fear of any adverse consequences if they are unable or feel uncomfortable using the standard reporting channels.

2.2 Risk management

6. ING must periodically perform a risk assessment of its Bribery and Corruption risks to inform and validate a risk-based approach aimed at preventing Bribery and Corruption from occurring. ING must ensure that preventive and detective procedures, processes and controls are consistent with the Bribery and Corruption risks that are identified through the risk assessment.
7. ING must ensure that adequate processes and/or procedures are in place to enable the provision of robust management information on Key Risk Indicators and other relevant metrics about the Bribery and Corruption risks.

2.3 Offering and receiving anything of value

8. In the normal course of its business activity, ING may offer or accept things of value — provided there is a legitimate business purpose, and it is within the prescribed requirements and thresholds of this Policy and its supporting Mandatory Instructions. The offer must always be proportionate and reasonable and recorded in the appropriate **gifts** and/or **entertainment** register. It must not create a **conflict of interest** or the perception thereof, as per the requirements of the Conflicts of Interests Policy.
9. Employees and/or third parties acting on behalf of ING must never offer or accept gifts and/or entertainment that involve the following:
 - **Cash** and/or **cash equivalents** (including but not limited to: gifts cards, vouchers or securities);
 - Gifts delivered to a private address;
 - Gifts and/or entertainment to or from **public officials** without prior approval and;
 - Travel and/or accommodation as part of a gift and/or entertainment.

2.4 Recruitment and hiring

10. ING must ensure that all decisions to offer paid or unpaid employment, internships, **secondments** or other types of employment with ING are based on merit, subject to ING's selection procedures, and that they follow ING's standard pre- and in-employment screening.

2.5 External affiliations

11. ING, employees and third parties acting on behalf of ING are prohibited from offering or providing **political donations** on behalf of ING, including but not limited to political parties or candidates campaigning for political positions.
12. ING, employees, customers and third parties acting on behalf of ING are prohibited from engaging in **influence peddling**, also known as trading in influence, either directly or indirectly to secure favourable decision-making for ING.

2.6 Due diligence

13. ING must ensure that risk-based due diligence is undertaken for customers and any type of third-party engagement. Due diligence must be aimed at determining whether the engagement has the potential to expose ING to liabilities under applicable AB&C laws and regulations and the Policy requirements.
14. When engaging third parties, ING must consider appropriate contractual provisions related to the management of AB&C risks.
15. ING must ensure an adequate risk assessment is in place that is aimed at identifying whether engagements involving public officials have the potential to expose ING to liabilities under applicable AB&C laws and regulations and the Policy requirements.
16. ING must ensure there is adequate due diligence in place aimed at identifying third parties who act for or on behalf of ING in order to find, introduce, obtain or maintain business or any other commercial advantage. These measures must ensure that Bribery and Corruption risks are adequately assessed and that enhanced mitigating measures are taken when engaging such third parties.

17. ING must ensure adequate due diligence on counterparties to ING's own investment activities, including but not limited to the disposing and acquiring counterparties for **merger** and **acquisition** liabilities. These measures must be aimed at ensuring appropriate management of Bribery and Corruption risks associated with these activities.
18. ING must ensure an adequate product approval and review process (PARP) is in place for new and revised products, new market entries, innovation initiatives, beyond-banking products or other new undertakings. Measures must be taken aimed at assessing the possible exposure to Bribery and Corruption risks.
19. ING must ensure adequate due diligence on **community investments**, **sponsorships** and **charitable donations** by or on behalf of ING in order to assess and address specific Bribery and Corruption risks resulting from these activities.
20. ING must ensure that the risk of Bribery and Corruption for events, either organised or co-hosted by ING entities or third parties acting on behalf of ING, are assessed prior to engaging in such events. Adequate procedures must be in place to ensure these events are not used to inappropriately influence any recipient.

2.7 Training and communication

21. ING must integrate AB&C topics into its training and awareness plan. The training and awareness plan must assess and address risk-based learning needs for distinct at-risk learning groups and must be subject to periodic updates.
22. ING must ensure AB&C campaigns are integrated into a periodic communications plan in a risk-based manner.

3 Risk and Control Objectives

The following table links Policy obligations to AB&C Policy risk in relation to compliance risk. Control objectives included in the table are matched with the Policy risk and obligations, to explain which internal control activities/ risk mitigation measures should be embedded in business processes to ensure the Policy risks are managed effectively within ING's Risk Appetite.

L2 Risk description

Risk of financial loss, regulatory fines, litigation loss, business disruption, reputational damage

due to

Illicit bribery & corruption activities conducted by the Bank as a whole, its employees and 3rd parties acting on behalf of the Bank, failing to comply with Bribery & Corruption laws (e.g., UK Bribery Act, US Foreign Corrupt Practices Act, other laws with strong extraterritorial reach).

| L3 Risk and Obligations | Policy Control Objective |
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| <p>1 An ING person or third party acting for ING offering or paying a bribe, including a facilitation payment.</p> <p>Related obligations from chapter 2: A: obligations 1, 2, 4, 5, 8, 9, 21, 22. B: obligations 10, 11, 12, 13, 14, 15, 16, 17, 18, 19,20 C: obligations 3, 8, 9.</p> | <p>A All ING employees and third parties (acting for and on behalf of ING) are aware of and adhere to AB&C related obligations and possess the necessary skills and knowledge.</p> <p>B ING entities use risk-based due diligence to assess and manage Bribery and Corruption risks of all new and existing employees, customers and third-party relationships, and of transactions.</p> <p>C ING entities' books and records accurately reflect its activities and transactions with customers and third parties</p> |
| <p>2 An ING person or third party acting for ING being offered or accepting (or attempting to accept) a bribe.</p> <p>Related obligations from chapter 2: D: obligations 5.</p> | <p>D ING entities execute correct and timely internal and external reporting of Bribery and Corruption events.</p> |

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| <p>3 ING failing to detect corrupt practices or instances of bribery in a joint venture, investment, participation or lending structure.</p> <p>Related obligations from chapter 2: E: obligations 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20</p> | <p>E ING entities use risk-based due diligence to assess and manage Bribery and Corruption risks of any joint ventures, investments, participations or lending structures.</p> |
| <p>4 ING failing to detect corrupt practices or instances of bribery in an acquired or disposed entity or in the transaction for its acquisition or its disposal.</p> <p>Related obligations from chapter 2: F obligations 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20</p> | <p>F ING entities use risk-based due diligence to assess and manage Bribery and Corruption risks of any acquired or disposed entities or in the transaction for acquisition or disposal</p> |
| <p>5 ING failing to have adequate procedures in place intended to prevent instances of bribery or corruption.</p> <p>Related obligations from chapter 2: G: obligations 6, 7. H obligations 3, 8, 9.</p> | <p>G ING entities assess and manage all Bribery and Corruption regulations and risks.</p> <p>H ING entities' transactions are subject to internal accounting practices to prevent and detect Bribery and Corruption.</p> |

Appendix A Defined Terms

Active bribery

Bribery is active when an employee or third party acting on behalf of ING offer(s), promise(s), give(s) or transfer(s) anything of value. This form of bribery is done in order to improperly induce, influence, or to secure, obtain or retain an advantage.

Anything of value

Anything tangible or intangible that represents a benefit or advantage, either financial or non-financial, to the recipient. This includes but is not limited to:

- Gifts and entertainment/hospitality including: payment of travel, hotel, or restaurant bills, living expenses, or the cost of trips or resort stays;
- Cash and cash equivalents including loans;
- Discounted or free tickets to events and/or non-contracted trainings;
- Favourable terms on a product or service, or product discounts;
- Securities or shares, including the opportunity to buy shares;
- Use of vehicles or vacation homes;
- Employment, scholarships and internships;
- Sponsorship, social investments, political and charitable donations.

Bribery

Bribery is the offering, promising, giving, transferring, authorisation of an exchange of; or (agreeing to) accepting, receiving, soliciting or requesting anything of value in order to improperly induce, influence or to secure, obtain or retain an advantage as an inducement for an action which is illegal, unethical or a breach of trust.

Bribery can be 'direct', whereby an ING employee engages in bribery, or 'indirect', whereby a third party acting on behalf of ING engages in bribery.

Examples of bribery include, but are not limited to, providing anything of value to:

- A public official with the intention to influence the public official in their formal capacity and to obtain or retain business or an advantage in the conduct of business;
- To another person with the intention to induce that person to perform a function or activity improperly, or to reward the person for the improper performance of a function or activity;
- Where the recipient knows or believes that accepting or requesting anything of value would in itself be an improper performance of their function;
- Where the provider knows or believes that the recipient will conceal what has been given or offered from their employer, whereas they are required to disclose this information.

Cash and cash equivalents

Benefits in currency or anything that is directly convertible to currency, including but not limited to cheques, gift cards, vouchers, prepaid debit cards, e-money, digital wallets, cryptocurrency, gold coins (including precious stones and other precious metals), equities or other securities (stocks or bonds), and no-interest or low-interest loans.

Charitable donations

A voluntary contribution to a fund or cause, typically for charitable reasons, for which nothing is asked in return, often with no use or visibility of the brand.

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| Community investments | Community investment at ING means voluntary engagement with charitable organisations to address and improve social issues. |
| Conflict of interest | <p>A conflict of interest is a set of circumstances whereby the ability of employees to apply judgment or to act in the best interest of ING or of ING's customers:</p> <ul style="list-style-type: none"> • Is impaired by a secondary interest (actual conflict of interest); • Has the reasonable potential to be impaired by a secondary interest (potential conflict of interest); or • Reasonably appears to be impaired by a secondary interest (apparent conflict of interest). |
| Corporate liability | This liability results from ING failing to have adequate procedures in place intended to prevent instances of bribery or corruption. |
| Corruption | <p>Corruption is the abuse of a position of trust, influence or power for private gain, either by an individual or conducted by a larger organisation. Corruption entails a wide range of illegal actions where entrusted power is abused for personal gain, such as but not limited to:</p> <ul style="list-style-type: none"> • Bribery; • Embezzlement of public or private funds; • Trading in influence; • Abuse of position or function; • Illicit enrichment, or; • Concealing or obstructing justice relating to offences listed above. <p>Public officials as well as companies or private persons can engage in corrupt behaviour. While corruption can occur everywhere, it is particularly prevalent in certain kinds of transactions (for example, when awarding public or private contracts or government licenses), in certain economic sectors, and in certain high-risk countries.</p> |
| Customer | Any natural person or (legal) entity with whom a business relationship is entered into or transactions are being planned or executed for, as well as assisting in those activities. |
| Employee | Any person not being a third party working for or on behalf of ING, under a (temporary) contract or as an external contractor, including Senior Management and members of the Executive Board, Management Board Banking and Supervisory Board. |
| Entertainment | <p>Is hospitality, where the donor is present when the hospitality is provided to the recipient. If the donor is not present, the hospitality is considered to be a gift. Hospitality may be provided or received in the form of, but not limited to:</p> <ul style="list-style-type: none"> • Meals, drinks • Tickets to events • Visits to theatres • Invitations to concerts • Exhibitions, or • Sporting events. |
| Extra-territorial | Extra-territorial means that ING may be exposed to criminal or civil liability from foreign authorities for violations of their legislation, even if conduct against their legislation occurs outside their respective jurisdiction. |

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| Facilitation payment | <p>Facilitation payments (also known as expediting payments) are small payments to expedite or secure the performance of routine governmental action by a public official.</p> <p>These payments generally concern non-discretionary actions by a public official such as, but not limited to:</p> <ul style="list-style-type: none"> • Processing government paperwork; • Providing routine government services; • Providing police protection; • Providing utility services, or; • Loading or unloading cargo. |
| Facilitative liability | <p>Facilitative liability relates to ING being liable under relevant anti-bribery and corruption laws for Bribery or Corruption taking place through its products, channels or by its customers and where the services provided are an integral part of the corrupt scheme. This may relate to bribery taking place through, but not limited to:</p> <ul style="list-style-type: none"> • Joint ventures • Lending structures • Customers' accounts, or • Third parties. |
| Gift | <p>A gift is anything of value, other than entertainment, provided from one party to another without the expectation of a return benefit.</p> <p>Identical items that are widely distributed and of nominal value (e.g., pens, desk sets, promotional materials, items marked with a corporate logo, etc.) are not considered to be gifts.</p> |
| Influence peddling | <p>Whereby a payment or anything of value is offered or provided with the intent to unduly persuade a decision maker to act in a desired manner. The focus is on the 'undue' manner of influencing the decision maker, to be distinguished from legitimate influence seeking, such as lobbying or advocacy. Influence peddling can either take place directly or indirectly, via a person who has influence on and access to the decision maker.</p> |
| ING entity/entities | <p>A branch or subsidiary of ING Group (incl. investments and other financial or legal interests held by ING).</p> |
| Majority-owned and/or controlled ING entity/entities | <p>This means that ING holds 50% or more (economic ownership) in an entity or holds control. Such control can take the form of a majority of voting rights, a participation in combination with the right to appoint or remove a majority of the members of its management or supervisory board, or a participation in combination with the exercise of a dominant influence on the basis of a contract or articles of association.</p> |
| Market value | <p>The monetary value of the item for which it can be bought or sold in an open and competitive market.</p> |
| Merger and acquisition liability | <p>ING, as the succession company, assumes the predecessor's liability. The acquiring entity is responsible for assessing the Bribery and Corruption risks relating to the target and to the disposing entity.</p> <p>These risks include but are not limited to:</p> <ul style="list-style-type: none"> • Contracts or business obtained through bribery that require continued bribes; • Bribery is part of accepted business practice; • Liability for corruption or bribery conducted by the predecessor. |

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| Minority-owned ING entity/entities | This means that ING holds less than 50% in an entity (economic ownership) and does not otherwise have control. For a definition of 'control', see majority-owned and/or controlled ING entity . |
| Non-public officials | All persons that fall outside the definition of public official. |
| Outsourcing partner | An arrangement of any form between an ING entity and an external third party by which that third party performs a process, a service or an activity that would otherwise be undertaken by the ING entity itself. See the Sourcing Policy and accompanying Mandatory Instructions for additional details. |
| Passive bribery | Bribery is passive when an employee or third party acting on behalf of ING (agrees to) accept, receive, solicit or request anything of value in order to improperly perform their function for the gain of the counterparty. |
| Payment transactions | An act of transferring funds of ING, initiated by or on behalf of ING. |
| Political donations | <p>A contribution, financial or benefit in kind, by or on behalf of ING to support a political cause. A political donation may relate to, but is not limited to:</p> <ul style="list-style-type: none"> • Political parties; • Party officers and candidates; • Election committees; • Party-affiliated organisations; • Party-aligned research bodies; • Pressure or lobby groups, or; • Causes that are politically aligned. |
| Public official | <p>Any officer or employee or agent/representative of any government, government department or agency thereof, whether hired, elected or appointed (this includes officials holding a legislative, administrative, or judicial position of any kind) and regardless his/her rank.</p> <p>This includes but is not limited to:</p> <ul style="list-style-type: none"> • any officer or employee of a public international organisation such as the UN or the EU; • any person acting in an official governmental capacity or exercising a public function for or on behalf of any government, government department, agency, and instrument or public international organisation (this may include members of the royal family); • political parties, their officials, and candidates for public office; • any officer or employee of an instrument of the government, including state-owned or state-controlled entities. |
| Secondment | Detachment of a person from their regular (external) organisation for a temporary assignment within ING. |
| Senior management | <p>Appointed persons, who are individually or jointly responsible for the decision-making, general operation and administration of legal entities, business lines, business entities, management bodies or similar.</p> <p>The senior manager must have sufficient knowledge of the institution's money laundering and terrorist financing and other FEC risk exposure and sufficient seniority to take decisions affecting its risk exposure. A senior manager need not, in all cases, be a member of the board of directors.</p> |
| Sponsorship | <p>Sponsorships are purposeful partnerships or initiatives that drive brand engagement</p> <p>An entity which is majority-owned (ownership interest of more than 50%) or</p> |

State-Owned Entities

controlled by a government. Whether an entity is considered as state-owned is fact-specific and depends on the entity's ownership, control, status and function.

Third party

Any party that ING entities engage with, except for customers to whom ING provides its products and services. See the definition in the TIPM Policy.

Whistleblower

An employee who reports a concern in accordance with the Whistleblower Policy.

Appendix B Prohibitions

ING, its entities and third parties acting on behalf of ING are prohibited from engaging in the following activities:

- Engaging in any form of Bribery or Corruption;
- Offering, or providing political donations, including but not limited to political parties or candidates campaigning for political positions;
- Engaging in influence peddling, also known as trading in influence, either directly or indirectly with the aim of securing favourable decision-making for ING;
- Offering, accepting or receiving cash and/or cash equivalents (including but not limited to: gifts cards, vouchers or securities);
- Offering, accepting or receiving gifts delivered at a private address;
- Offering, accepting or receiving travel and/or accommodation as part of a gift and/or entertainment.