

# ING Corporate Card Conditions

## General Part

### 1. Applicable conditions

- 1.1. These Conditions apply to the Agreement concluded between the Company and ING for an ING Corporate Card Programme and to all Services provided by ING in connection therewith.
- 1.2. The Schedules to these Conditions form an integral part hereof. In the event of a conflict between an Agreement and these Conditions, the Agreement prevails. In the event of a conflict between the General Part of these Conditions and a Schedule, the provisions of the Schedule shall prevail. In case additional conditions apply regarding a specific Service, such additional conditions will, unless indicated otherwise, prevail in the event of a conflict with these Conditions.
- 1.3. Capitalised terms shall have the meaning attributed to them in the Schedule Definitions and Interpretation.
- 1.4. The Company acknowledges that ING is bound by the rules set by Mastercard. In case of a discrepancy between the Agreement, these Conditions or additional conditions applying to a specific Service and the Mastercard rules, ING will execute the Payment Service in accordance with the Mastercard rules.
- 1.5. The Company must ensure that Cardholders and Users are bound by and shall observe and comply with all obligations as indicated in these Conditions and the Services Documents. The Company shall remain liable to ING for all obligations pursuant to the Agreement, these Conditions and the Services Documents, including all acts and inactions of Cardholders and Users, and for all transactions with the Card.
- 1.6. If these Conditions are provided to the Company in another language than English the English language version will prevail in case of a conflict.

### 2. Availability and amendments

- 2.1. If requested ING will provide copies of these Conditions on paper or on another durable medium.
- 2.2. ING may change these Conditions with a two months' notice period. The Company will be deemed to have accepted the change, unless it has terminated the Agreement prior to the proposed effective date of the amendments in writing. Such termination is free of charge. If the Company chooses to so terminate, the Agreement shall terminate on the effective date of the amendments. On such date all claims of ING vis-à-vis the Company under the Agreement are immediately due and payable.
- 2.3. The Company must ensure and warrants that changes to these Conditions are brought to the notice of Cardholders and Users.

- 2.4. ING has the right to unilaterally change a Service with immediate effect if it cannot reasonably be expected that ING continues to provide the Payment Service in its present form. ING will not be liable to the Company or any third party for any loss and/or damage resulting thereof.

### 3. Application, compliance and information

- 3.1. The Company can use a Service only after the application process has been completed to ING's satisfaction. The Company may only use the Services for purposes pertaining to the Company's profession, trade or business.
- 3.2. The Agreement will enter into force by issuing of the first Card. The Company must provide ING with adequate information for ING to assess the Company's creditworthiness. The Company warrants that this information and other information provided in connection with the application is correct.
- 3.3. The Company shall comply with all security procedures and provisions supplied by ING. If there are reasonable grounds to suspect a security breach the Company must inform ING immediately.
- 3.4. The Company shall comply with all applicable laws and regulations, including anti-money-laundering, anti-terrorism financing and sanctions laws and regulations. The Company shall not use the Payment Service for activities or purposes that are in violation of any law or regulation, or that can have a detrimental effect on the reputation of ING or on the integrity of the financial system.
- 3.5. The Company agrees to co-operate with ING and provide any information and documents and do all such acts as ING requires (i) by law, regulation or according to ING's internal policies for the provision of the Payment Service, (ii) to comply with requests of local and foreign (tax) authorities and (iii) to check the Company's identity.
- 3.6. When dealing with ING the Company, and each Programme Administrator, Cardholder and User is obliged to identify itself. At ING's first request the Company and each Programme Administrator, Cardholder and User must provide ING with a specimen of their current handwritten signatures.
- 3.7. The Company must promptly, and ultimately within 30 days, inform ING in a form designated by ING of any changes in the information supplied to ING, including but not limited to its change in name, legal or invoice address or contact details, change in the authority of a legal representative or Programme Administrator or if the Company has become a consumer or micro-enterprise

(as defined in the Payment Services Directive). ING may rely upon the information provided by the Company until it receives a notice of change or update of the information provided.

- 3.8. ING must as soon as possible be notified in writing if the Company is no longer in existence or no longer authorised to dispose of or operate a Service, failing which ING may (continue to) perform its obligations and execute instructions received from or on behalf of the Company. In addition, ING may (continue to) execute, or forward an instruction it received prior to or shortly after ING was notified in writing of aforementioned events if ING cannot reasonably prevent the execution or forwarding thereof. After the notice of an event as indicated in this Clause, ING may require that the person who claims to be authorised to perform (legal) acts on behalf of (the estate of) the Company submits proof thereof in form and substance acceptable to ING.
- 3.9. If at any time the Company ascertains that a Service is unavailable and/or not working properly it must promptly inform ING thereof.

#### 4. Electronic communication

- 4.1. The Company may electronically agree to obtain (further) Services from ING if and to the extent so offered. It will be indicated per Service which requirements have to be fulfilled and when the agreement is effective.
- 4.2. The Company agrees that Services Documents (including any changes thereto) and all documents, information and/or conditions as referred to therein may be provided to the Company by electronic means whether or not the Agreement has been concluded electronically.

#### 5. Programme Administrator and Users

- 5.1. The Company may appoint in a form acceptable to ING a Programme Administrator and Users to perform administrative acts under the Agreement. The Programme Administrator and Users so authorised may perform all such acts in the name and for the account of the Company regardless of any conflict of interest of the Programme Administrator or User. The Company hereby irrevocably and unconditionally waives any defence or claim it may have based on the existence of any such conflict.
- 5.2. The authorisation of a Programme Administrator or User is valid until revoked. The Company must immediately notify ING in a form designated by ING of the revocation or amendment of a Programme Administrator's or User's authorisation. Until ING receives such notification any authorisation shall remain in full force and effect. ING may continue the execution of instructions that have been given to ING by a Programme Administrator or User prior to or shortly after ING has received such notification if ING cannot reasonably prevent the execution thereof. The revocation, expiry or amendment of an authorisation does not have any consequences for nor shall affect (the validity of) any authorisation granted by a Programme

Administrator to a User or Cardholder prior to such revocation, expiry or amendment.

- 5.3. The Company is, if so indicated by ING, obliged to for and on behalf of ING identify and verify the identity (by means of a valid identification document) of each Programme Administrator, User and Cardholder and, if applicable, verify and validate the specimen signature of such Programme Administrator, User and Cardholder. The Company undertakes to securely store for a period of minimal seven years after the revocation or expiry of the relevant authorisation all data regarding the identity and the verification and validation of the signature of each Programme Administrator, User and Cardholder. At ING's first request the Company will provide such data in a format accessible to ING. ING is authorised to audit, examine and make copies of the data kept by the Company regarding the foregoing, and if so requested the Company must grant ING access to its premises and relevant data and records.
- 5.4. Upon ING's request the Company shall (i) confirm or ratify all acts that any Programme Administrator or User will have performed pursuant to and within the powers conferred to it by the Company and (ii) promptly and duly execute all such documents and instruments, enter into such agreements and do all such acts and things as ING may reasonably determine as necessary in order to give effect to the provisions of this Clause.

#### 6. Cardholders

- 6.1. The Company, or a Programme Administrator on its behalf, may appoint Cardholders in a form designated by ING. By appointing a Cardholder, the Company consents to and authorises the use of a Card by the Cardholder for Payment Transactions. The Company shall ensure and warrants that the Card will be used by the Cardholder exclusively for business purposes approved by the Company.
- 6.2. The authorisation of a Cardholder is valid until revoked. The Company must immediately notify ING in a form designated by ING if the authorisation of a Cardholder is revoked. Until ING receives such notification the authorisation shall remain in full force and effect, and the Company shall remain liable for any use of the relevant Card and for any loss and/or damage resulting from the Card's loss, theft or (mis)use. If the Cardholder executes a Payment Transaction prior to or shortly after ING has received such notification, ING may still execute the Payment Transaction if ING cannot reasonably prevent the execution thereof. Upon receipt by ING of the notification, ING will block the relevant Card. The Company must seize and destroy the Card and take all reasonable measures to prevent its further use after the notification.
- 6.3. The Company shall obtain necessary consents of its Cardholders for any transfers of Personal Data as a result of the processing of Payment Transactions performed with Cards, where applicable.

## 7. Cards

- 7.1. Cards are strictly personal and non-transferable Payment Instruments. Upon receipt of a physical Card, the Cardholder must immediately sign it in the space provided. Cards may not be altered or copied.
- 7.2. ING will determine how the name of the Cardholder and the name of the Company will be specified on a Card. Physical Cards remain the property of ING. The Company must return a physical Card to ING immediately upon ING's request.
- 7.3. A Card is valid until the expiry date stated thereon. ING may shorten or lengthen a Card's validity period at any time. Before a Card expires, the Cardholder will receive a new Card from ING. To prevent misuse, the old Card must be destroyed upon receipt of the new Card.

## 8. Limits

- 8.1. ING will allocate a Company Limit to the Company, which the Company may freely assign to its Cardholders by setting a Card Limit for each Card. ING is authorised at all times to vary the Company Limit or a Card Limit. ING will notify the Company as soon as possible in such case. The Company may request an increase of the Company Limit. In its assessment of such a request, ING may require the Company to provide further information and documents.
- 8.2. Unless agreed otherwise, the Company shall ensure that no positive balance is held on the account linked to a Card, other than as a result of refunded or otherwise corrected Payment Transactions. ING is entitled at all times to transfer any positive balance on a Card to an account which the Company at ING's first request shall indicate.
- 8.3. ING will only execute a Payment Instruction if the Available Limit on the relevant Card and the Company Limit are not exceeded as a result thereof. The Available Limit on a Card can be calculated by deducting from the Card Limit the total of the completed and future Payment Transactions for which a reservation has been made during the relevant period.
- 8.4. General spending limits apply to the use of Cards, amongst others in the form of minimum and/or maximum amounts for which Payment Transactions can be executed. More information can be found on the Website. ING may vary the general spending limits without notice with immediate effect.

## 9. Security regulations

- 9.1. The Company shall ensure and warrants that the Cardholder takes all conceivable measures to keep its Card safe and its PIN secret from all others and to use both in a secure manner.
- 9.2. The security instructions regarding the use of the Card and PIN to be observed by the Cardholder are specified in these Conditions and in the Schedule 'Security Regulations'. ING may change such instructions and in urgent situations such changes can be applied by ING with immediate effect. ING will inform the Company

accordingly. The Company shall provide the security instructions and any change thereof immediately to the Cardholder and shall ensure and warrants that the Cardholder acts in accordance with them.

- 9.3. ING and employees of ING will never ask a Cardholder for its PIN. Subject to evidence to the contrary, the fact that the Card or PIN is used by a third party will constitute proof that the Cardholder has failed to keep the Card and/or PIN safe and secure.

## 10. Blocking by the Cardholder

- 10.1. If the Cardholder has reasons to assume that the safety or security of the Card or PIN is no longer assured, it must notify this immediately to ING by telephone. The relevant telephone number can be found on the Website. This procedure must be followed in any event in the following situations:
  - the Cardholder has lost the Card or the Card has been stolen;
  - the Cardholder does not know where the Card is;
  - the Card has not been returned to the Cardholder after making a payment or cash withdrawal; or
  - the Cardholder becomes aware that payments have been made using the Card that it has not made itself.
- 10.2. A failure by the Cardholder to notify ING in accordance with Clause 10.1 constitutes gross negligence of the Company.
- 10.3. Any theft or loss of the Card must be reported immediately to the police unless instructed otherwise by ING.
- 10.4. After a notification pursuant to Clause 10.1, the Cardholder and the Company must comply with all instructions given by ING.
- 10.5. After receipt of a notification pursuant to Clause 10.1, ING will immediately take appropriate action to prevent (further) unauthorised use, which may include the blocking of the Card. In the event of blocking the Cardholder may not continue to use the Card. The Company shall remain liable for Payment Transactions executed with the Card until the moment of its blocking.

## 11. Blocking by the Company

- 11.1. The Company may request ING to block a Card. If the Cardholder executes a Payment Transaction prior to or shortly after ING has received such a blocking request, ING may still execute the Payment Transaction if ING cannot reasonably prevent the execution thereof.
- 11.2. Upon becoming aware of any improper, unauthorised or fraudulent access or use of a Service, the Company shall immediately terminate or block such person's access to and use of the Service and inform ING promptly thereof in a form designated by ING. ING is not liable for any loss and/or damage incurred by the Company as a result of the failure by the Company to comply with this Clause.

## 12. Blocking by ING

- 12.1. ING is authorised to block or suspend a Card or Programme:
- if the Company Limit or Card Limit is exceeded;
  - if there are arrears of payment;
  - for reasons relating to security or the suspicion of improper, unauthorised or fraudulent use of a Card;
  - if theft or loss of the Card or Card Data is reported;
  - if an attachment has been made against the Company's assets held with ING and/or against the Company's rights or claims on ING;
  - in case of the non-compliance with the security instructions as referred to in Clause 9; or
  - in case of any of the events as indicated in Clause 37.3;
- 12.2. In case a Card or Programme is blocked or suspended by ING, ING will inform the Cardholder and/or the Company (if possible in advance) thereof, unless such communication would compromise objectively justified security reasons or is restricted or prohibited by applicable laws or regulations.
- 12.3. ING will unblock the Card or replace it with a new Card once the reason for blocking no longer exists. ING is not liable for any loss and/or damage incurred by the Company or a third party as a result of the blockage.

## 13. MCCs

- 13.1. The Company and ING may agree that Payment Transactions may only be executed or that no Payment Transactions may be executed at Merchants falling into specified MCCs. ING is entitled to block Payment Transactions at Merchants falling into certain MCCs.
- 13.2. ING is neither responsible for checking the allocation of MCCs to Merchants nor liable to the Company for any loss and/or damage arising out of the incorrect allocation of MCCs.

## 14. Card use

- 14.1. The Cardholder may make payments and cash withdrawals, using the Card in combination with the PIN at payment terminals and ATMs bearing the Mastercard logo. When using the Card in combination with the PIN, the Cardholder gives its consent to execute the Payment Instruction by entering the PIN and pressing the confirmation key on the payment terminal. At some payment terminals the Cardholder can make payments by signature only and not by PIN. When using the Card at payment terminals without a PIN, the Cardholder gives its consent to execute the Payment Instruction by signing the transaction slip.
- 14.2. The Cardholder may make payments using the Card without a PIN or signature, for example on websites, by telephone and at toll booths and parking ticket machines. When making payments without a PIN or signature at a machine or payment terminal, the Cardholder gives its consent to execute the Payment Instruction by inserting the Card into the machine or payment terminal, by swiping the Card or holding the

Card close to the payment terminal which is suitable for contactless payments. When making payments via a website, the Cardholder gives its consent to execute the Payment Instruction by entering the relevant Card Data and confirming the Payment Instruction, where relevant via an App. When making payments by telephone, the Cardholder gives its consent to execute the Payment Instruction by relaying the relevant Card Data.

- 14.3. The Cardholder cannot revoke Payment Instructions after giving its consent in accordance with this Clause 14. A Card may be refused or retained by a Merchant or the electronic equipment used to process Payment Transactions and Merchants may impose further conditions on or charge further fees for the acceptance of a Card.

## 15. Settlement of Payment Transactions

- 15.1. A Payment Instruction issued using a Card will be sent via the Merchant to ING within the time agreed between the Merchant and its payment service provider. ING will execute Payment Instructions and record the resulting Payment Transactions, fees and costs on the relevant Periodic Statement. The Periodic Statement will be provided to the Company and the Cardholder in the agreed manner and at the agreed frequency. The amounts payable to ING as reported on the Periodic Statement will be denominated in the currency agreed with the Company.
- 15.2. Payment Transactions in other currencies than the agreed base currency of the Card will be converted into such base currency. ING will determine the equivalent value on the basis of an exchange rate set by ING. Information regarding the applicable exchange rate can be found on the Website. ING may, at any time, change exchange rates with immediate effect and without notice.

## 16. Reporting, Channels, data transfers and App

- 16.1. The Company and ING may agree that ING informs the Company and Cardholder of Payment Transactions, fees and costs in additional ways. In such case, the information will be provided or made available with the frequency and in the manner as agreed. The Company and the Cardholder can choose from the reporting options that ING offers at the agreed rates.
- 16.2. If agreed, ING will enable the Company to use a Channel, by means of which the Company can, to the extent possible, receive information, view transaction reports, access services, appoint Users, manage Card Limits, and/or communicate with ING. To access and use a Channel, the Company must use the means of access and signing as indicated in the applicable Services Document or communicated by ING. More information on the Channels offered by ING can be found in the Services Documents.
- 16.3. If agreed, the Company may request ING to transfer data and information on Payment Transactions to a third party.

16.4. The Company and its Cardholders may use an App to access and use Services. If accessed via an App Services might be limited. The Company herewith authorises all Cardholders to accept for itself and on behalf of the Company the terms and conditions for the installation and use of an App.

## 17. Checking and contesting Payment Transactions

- 17.1. The Company and Cardholder must check the entries on the Periodic Statement and the information regarding Payment Transactions provided or made available to them by ING immediately upon receipt. If the Company and/or Cardholder contests any of the information regarding Payment Transactions as reported on the Periodic Statement, or detects any incorrectly executed or unauthorised Payment Transaction, it must inform ING thereof immediately in a form designated by ING, stating the reasons, and no later than within a period of 30 days and take all reasonable measures to prevent any (further) loss and/or damage. The period of 30 days starts on the date of the relevant Periodic Statement. After the expiry of the period of 30 days, ING will be under no obligation to investigate a disputed Payment Transaction, and the Company and Cardholder will be deemed to have approved all Payment Transactions and other information provided or made available by ING.
- 17.2. When ING demonstrates, in accordance with Clause 23, that a Payment Instruction has been issued using the Card made available to the Cardholder, the Cardholder is deemed to have authorised and consented to the Payment Transaction. Any dispute with a Merchant or any compensation right which the Company or Cardholder may invoke against a Merchant shall not be considered as evidence for the absence of such consent.
- 17.3. If ING has received the dispute notice as referred to in Clause 17.1 within the period of 30 days, ING will start an investigation. If the disputed Payment Transaction has already been charged to the Company or the Cardholder, the Company may request a refund thereof. The Company and Cardholder shall cooperate with ING during the investigation and provide ING with any requested information within 10 working days. ING will notify the Company and/or Cardholder of the outcome of the investigation. If the investigation reveals that the Company has wrongly used the refund facility, the Company shall be in default, without notice of default being required, and ING will record the amount of the refunded Payment Transaction on the next Periodic Statement.
- 17.4. The Company will, until receipt of the notification set out in Clause 10.1, bear any loss and/or damage resulting from unauthorised Payment Transactions that result (i) from the use of a lost or stolen Card or (ii), if the Cardholder has failed to keep the (PIN or other personalised security features of the) Card safe, from the misappropriation or unauthorised use of a Card.
- 17.5. The Company shall bear any loss and/or damage relating

to unauthorised Payment Transactions if incurred by the Company and/or the Cardholder acting fraudulently or by failing to fulfil any obligation pursuant to Clauses 9 and 10 intentionally or with gross negligence. If so, the Company shall be liable for any loss, damage, costs and expenses incurred by ING as a result thereof or to prevent further loss and/or damage to ING or third parties.

## 18. Fees and expenses

- 18.1. Unless otherwise agreed in writing, the fees and costs payable by the Company to ING for the Services can be found on the Website. ING may change the fees and costs with immediate effect and without prior notice. ING will charge annual Card fees in advance and will enter the amount thereof as a Payment Transaction on a Card.
- 18.2. The fees and costs payable by the Company in a particular month are specified on the Periodic Statement and are due and payable on the date agreed with the Company. All amounts due shall be calculated and made without set-off, deduction or counterclaim. Unless explicitly indicated otherwise all amounts are exclusive of any value added tax. If value added tax is chargeable the Company shall pay this to ING.
- 18.3. All taxes and levies – under whatever name and levied by whomever – that concern the relationship between the Company and ING are for the Company's account. The Company acknowledges that ING may be required to collect from the Company taxes, levies or similar charges on payments made to the Company or in respect of transactions entered into by the Company. If the Company is compelled by law or regulation to withhold or deduct any sum from any amount payable to ING, the Company will pay such additional amounts as may be needed for ING to receive the full amount had no such withholding or deduction been required.

## 19. Payment obligations

- 19.1. The Company shall be liable to ING for all amounts paid or withdrawn using the Card, plus any fees and/or costs and is obliged to reimburse ING in full for the total of all such amounts. The Company can choose from the options offered by ING for such reimbursement.
- 19.2. The total amount payable by the Company in a particular month and the due date for such payment are specified on the Periodic Statement made available to the Company in accordance with Clause 15.

## 20. Company pay

- 20.1. If the Company has chosen for reimbursement by means of direct debit, ING will debit the total amount payable to ING under the Agreement from the account designated by the Company on a monthly basis on the dates agreed with the Company. The Company must ensure that the balance on the relevant account is sufficient to cover such debit. If it is not possible on the due date to debit the total amount from the Company's account, or if the

direct debit is reversed, the Company will be liable for late payment fees in respect of the unpaid amount in accordance with Clause 22.

- 20.2. If the Company has chosen for reimbursement by means of credit transfer, the Company shall ensure the total amount payable to ING under the Agreement is credited to the account designated by ING on the dates agreed with the Company. If the total amount payable is not received by ING on the agreed date in full, the Company will be liable for late payment fees in respect of the unpaid amount in accordance with Clause 22.

## 21. Individual pay

- 21.1. The Company may request ING to charge the total amount which has been paid or withdrawn using a Cardholder's Card, plus any fees and/or costs, on a monthly basis directly to such Cardholder. If so agreed by ING, the Cardholder can choose between reimbursement by means of direct debit or by means of credit transfer. In case direct debit is chosen, the Cardholder must complete and sign the relevant direct debit mandate.
- 21.2. The Company shall agree on this charging method with the Cardholder concerned. ING will not be party to this agreement between the Company and the Cardholder and will not be obliged to verify the existence thereof. The Company is and will remain at all times liable to ING for the fulfilment of all financial obligations arising out of use of the Card, irrespective of applicability to the Cardholder of any laws or regulations concerning consumer protection.
- 21.3. The total amount payable by a Cardholder in a particular month and the due date for such payment are specified on the Periodic Statement made available to the Cardholder in accordance with Clause 15.1.
- 21.4. If the Cardholder has chosen for reimbursement by means of direct debit, ING will debit this amount from the account designated by the Cardholder on the relevant due date. The Cardholder must ensure that the balance on the account is sufficient to cover such debit.
- 21.5. If it is not possible on the due date to debit the total amount from the Cardholder's account, or if the direct debit is reversed, the Company will be liable for late payment fees in respect of the unpaid amount in accordance with Clause 22.
- 21.6. If the Cardholder has chosen for reimbursement by means of credit transfer, the Company shall ensure the total amount payable to ING in accordance with Clause 21.3 is credited by the Cardholder to the account designated by ING on the relevant due date. If this amount is not received by ING on this date in full, the Company will be liable for late payment fees in respect of the unpaid amount in accordance with Clause 22.
- 21.7. ING will notify the Company if ING has not received the amount payable or is unable to collect such amount from the Cardholder's account or if the direct debit is reversed for two months in succession. In such cases, the Company is entitled at all times to pay the amounts due to ING itself.

- 21.8. If it is not possible to debit the amount payable from the Cardholder's account for three months in succession or if the direct debit is reversed, ING will, after notifying the Company, debit the total amount payable, plus any late payment fees as from the original due date from the account designated by the Company, unless the Company chooses to reimburse this amount by means of credit transfer.

## 22. Late payment fees

- 22.1. The late payment fees will be calculated from the original due date of the Periodic Statement at a percentage of the unpaid amount, which can be found on the Website, whereby part of a month will be counted as a full month, and will be recorded on the next Periodic Statement. ING may vary the late payment fees with immediate effect and without prior notice.
- 22.2. ING will be entitled to recover from the Company all out-of-court and legal costs, including value added tax, incurred in collecting the amount payable by the Company. Out-of-court costs also include the cost of seeking legal advice.
- 22.3. The Company will be in default as of the moment it has not reimbursed ING for the total amount payable at the due date.
- 22.4. Any amounts owed to ING will, without prejudice to ING's other rights, become due and payable immediately and in full if the Company falls at least three consecutive months in arrears in the payment of a due and payable balance on any Periodic Statement and, after having been declared in default, remains in default in the fulfilment of its payment obligations. In such a case, ING is entitled to transfer its claim on the Company to a collection agency. The collection agency can charge a collection fee and interest to the Company. The interest will be calculated from the transfer date on the total unpaid amount as reported on the relevant Periodic Statement. ING will further be entitled to block the Cards issued to the Company and terminate the Agreement with immediate effect.
- 22.5. In addition to the circumstance referred to in Clause 22.4, the amounts owed to ING will, without prejudice to ING's other rights, also become due and payable immediately and in full:
- in the event of insolvency, bankruptcy, moratorium, statutory debt adjustment (or any other analogous proceedings) or dissolution of the Company; or
  - if the Company, preparatory to entering into the Agreement or in connection with a request to increase the Company Limit, has deliberately supplied ING with incorrect information of such a kind that ING would not have entered into the Agreement or consented to an amendment to the Agreement or would not have done so on the same terms and conditions if it had been aware of the true facts.

## 23. Statements, bank records and recordings

- 23.1. The Company accepts full responsibility for monitoring all information, records and transaction history and overviews sent by ING. The Company is obliged to verify whether the Services have been executed by ING correctly. If the Company contests any of the information it must inform ING immediately. The Company is deemed to have accepted the accuracy of the information if the Company fails to object to ING within 30 days of receipt.
- 23.2. The information contained in ING's records is deemed to constitute conclusive evidence between ING and the Company, unless the Company provides evidence to the contrary. ING is not required to retain its records for a period longer than the statutory record retention period.
- 23.3. Every form of communication relating to products and services of ING and any other form of written or electronic communication between the Company and ING can be evidenced by ING by a written or electronic reproduction and/or copy of this communication from ING's systems. Such communication and reproductions or copies thereof provide conclusive evidence between ING and the Company, unless the Company provides evidence to the contrary.
- 23.4. If the Company does not have a copy of the transaction slip signed by the Cardholder, the data recorded by the Merchant is deemed to constitute conclusive evidence between ING and the Company, unless the Company provides evidence to the contrary. A transaction slip issued by an ATM or payment terminal of a Payment Transaction for the execution of which a signature by the Cardholder was not needed, is intended for information only and no rights may be derived therefrom.
- 23.5. ING is entitled, to the extent permitted by law, to record telephone conversations in order to assist in the processing of instructions, retaining of evidence, monitoring of services and verifying the validity of instructions.
- 23.6. If computational errors occur in the data and information provided or made available by or on behalf of ING, ING has the right to rectify these computational errors, also after the period of two months has expired.
- 23.7. The Company expressly acknowledges and agrees that ING may rely on information obtained from a third party service provider and that ING will not be responsible for the accuracy, completeness or timeliness of information obtained from a third party.

## 24. Communication

- 24.1. ING has the right, at ING's discretion and irrespective of the manner in which the Agreement was concluded, to communicate with the Company in writing, verbally, via telecommunications (including the speaking computer or text messages), electronically (including e-mail, an app or other electronic channel whether or not with the addition of an internet link), or via the screen of a payment terminal or ATM.
- 24.2. ING will not be liable for any loss and/or damage resulting from the use of any form of communication, including,

but not limited to, loss or damage resulting from failure or delay in delivery, interception or manipulation by third parties or by computer programs used for electronic communications and transmission of viruses.

- 24.3. The contact details of the Company for any communication to be made or delivered under or in connection with any Service will be as stated in the Agreement or any other Services Document.
- 24.4. Unless agreed otherwise, the communication between ING and the Company will take place in the English language or, at ING's discretion, another language.
- 24.5. ING may require that communications and documents from the Company which are in a language other than agreed under Clause 24.4 are at the Company's expense translated by a sworn translator acceptable to ING.

## 25. Use of forms and formats

- 25.1. With respect to the Services, the Company is required to make use of the (hardcopy, online or electronic) forms and formats, if any, made available or as indicated by ING, duly completed, legible and bearing the handwritten or electronic signature, or any other form of identification as required by ING, whatever is applicable.
- 25.2. ING has the right to declare (instruction) forms and formats invalid and to replace these forms or formats. If deemed relevant by ING, ING will inform the Company of any new form or format to be used. ING will not be liable for any loss and/or damage that the Company incurs due to the (instruction) forms or formats being declared invalid or used incorrectly.

## 26. Personal data protection

- 26.1. The Company represents and warrants that it has received and read the Privacy Statement of ING and that it will inform and refer all authorised representatives, Cardholders, Users and (other) natural persons interacting on behalf of the Company with ING to this Clause 26 and the applicable Privacy Statement, which can be found on the Website.
- 26.2. ING processes Personal Data in accordance with European and Dutch personal data protection laws and regulations and ING's "Global Data Protection Policy for Client, Supplier and Business Partner Data" (as from time to time amended or replaced by a similar global policy). This policy was approved by the data protection authorities in all EU Member States and can be found on the Website.

## 27. System requirements and security

- 27.1. The Company shall comply with and act upon the most recent instructions and system, software and other requirements for implementing, accessing and using a Service as stated by ING. ING will not be liable for any loss and/or damage incurred by the Company as a result of (i) changes to the software or equipment supplied by ING or a third party, (ii) improper functioning of equipment or software belonging to the Company or Cardholder (iii)

- failure to act upon instructions of ING or (iv) failure to comply with the conditions for implementation, access and use of a Service.
- 27.2. The Company may need to have internet access, access to an electronic communication network or software to be able to use a Service. ING is not a party to any agreement in this respect between the Company and its provider. All costs of access to and use of the services offered by these providers will be for the Company's account and ING will not be liable for any loss and/or damage incurred by the Company relating to the services offered by those providers.
- 27.3. The Company is responsible for the security of the systems and devices used to access a Service. Without prejudice to the foregoing, the Company is obliged to ensure that up-to-date anti-virus software, anti-spyware software, firewall software or any other relevant security tools are used to ensure the security of (the access to) a Service. Should the Company discover or suspect a virus, spyware or unauthorised access to a Service the Company shall inform ING without delay and shall immediately take all necessary measures to prevent any loss and/or damage. ING reserves the right to block access to (part of) a Service following any such report.
- 27.4. The Company shall ensure that correct log-off procedures are followed when exiting or leaving unattended a computer or other applicable device with which a Service is used or accessed. The Company shall further take all reasonable precautions to prevent unauthorised use of a Service and the operating stations or IT systems from which a Service can be accessed.

## 28. Ownership and intellectual property rights

- 28.1. The Company is granted a strictly personal, non-exclusive and non-transferable license to, if applicable, use and install software provided by ING for the Services. However, no property or intellectual rights are transferred to the Company. This license provides only the right to install the software on the Company's computer(s) and to use it for a Service in accordance with the purposes as indicated in the applicable Services Documents or as otherwise indicated by ING and is limited to the period the Company is authorised to use the Service.
- 28.2. ING and the person who has conferred the right of use on ING retain all rights, including ownership, copyrights and intellectual property rights, of all ING Goods as well as to all information, recommendation and/or (other) services provided.
- 28.3. The Company is not permitted to change, copy, distribute, transfer, display, publish, sell or license the (content of the) ING Goods, to produce or use any works derived from it or to create any link, hypertext or deep link from or to a Service or ING website.
- 28.4. The trade names, brands and logos (or signs similar thereto) from ING and appearing on or in the Services and/or ING Goods are the property of ING. The Company is not permitted to use any of those trade names, brands and logos without prior written consent of ING.

- 28.5. The Company will immediately destroy or return the ING Goods, its personalised security features and/or any instruments for using a Service (which are capable of being returned) to ING, if requested to do so.

## 29. Security Interest and set-off

- 29.1. In addition to any other Security Interest granted to ING, the Company undertakes to grant a Security Interest and herewith grants a Security Interest over all claims the Company now or at any time, has or acquires against ING as security for all existing and future amounts the Company owes to ING at any given moment which Security Interest ING herewith accepts.
- 29.2. The Company grants ING an irrevocable power of attorney, with the right of substitution, to grant and/or create a Security Interest over the claims as stated in Clause 29.1 to itself in the name of the Company.
- 29.3. The Company represents and warrants that it is authorised to grant and create the Security Interest and that the claims in question are or will be free of rights and claims of other parties than ING.
- 29.4. The Company undertakes vis-à-vis ING to provide (additional) collateral and Security Interests for all existing and future amounts that the Company owes to ING, on any account whatsoever, at the first request of ING and to the ING's satisfaction.
- 29.5. ING shall at all times be entitled to set-off all and any of its claims on the Company, whether or not due and payable and whether or not contingent, against any claims the Company has on ING, whether due and payable or not, regardless of the currency in which such claims are denominated. If however the Company's claim on ING or ING's claim on the Company is not yet due and payable, ING shall not exercise its right of set-off except in the event of an attachment or garnishment being levied upon the Company's claim on ING, in case recovery is being sought from such debt in any other way, in the event that a Security Interest or other restricted right is created thereon, the Company assigns its claims on ING to a third party, the Company is declared bankrupt, has entered into a moratorium of payments or another insolvency regulation or statutory debt repayment arrangement applies to the Company. Debts expressed in a foreign currency shall be set-off at the exchange rate on the day of set-off as determined by ING. If possible, ING shall inform the Company in advance that it intends to exercise its right of set-off.
- 29.6. At the request of ING, the Company shall promptly and duly enter into such further agreements, execute all such other documents and instruments and do all such other registrations, acts and things as ING may reasonably determine as necessary or desirable in order to give effect to the provisions of this Clause 29.

## 30. Liability

- 30.1. Without prejudice to any other limitations of liability as stipulated in these Conditions and the Services



Documents, ING will only be liable to the Company for any direct loss and/or damage, regardless of whether ING's liability is asserted on the basis of these Conditions, the Services Documents, the provision of Services, tort or otherwise. Direct losses and damages only comprise:

- the costs of execution of the Payment Transaction;
- the interest that is charged by ING or which the Company does not receive from ING as a result of the non-execution, unauthorised or defective execution of the Payment Transaction; and/or
- any exchange rate loss.

30.2. For the avoidance of doubt ING will not be liable for any indirect or consequential loss or damage. Indirect and consequential loss or damage includes, but is not limited to, damage to reputation, costs of procuring an equivalent service or product and loss of profit, business, business opportunity, goodwill, data, anticipated savings, customers and contracts, and regardless whether or not such loss or damage was foreseeable.

30.3. ING will not be liable for any loss and/or damage:

- if the Company and/or the Cardholder fail to comply with these Conditions;
- if the Company breaches its obligation under Clause 8.2;
- if the Cardholder can not or no longer use the Card;
- a result of the Card being refused, retained or rendered non-valid; or
- as a result of non-execution, unauthorised or defective execution of Payment Transactions, unless such loss and/or damage is the result of ING's wilful misconduct or gross negligence.

30.4. ING does neither warrant that the facilities for providing a Service will be available, uninterrupted or complete at all times nor that such facilities shall be free from errors, faults or viruses. ING will not be liable for any loss and/or damage resulting from the use of (or inability to use) a Service, including losses or damages caused by viruses.

30.5. The Website or any Service may provide links to external internet sites operated by a third party or said sites may contain links to the Website or a Service. ING will not be liable for the operation, use or content of such third party internet sites.

### 31. Indemnity

31.1. The Company will indemnify ING against any direct, indirect and/or consequential loss, damage, cost and expense (including legal expenses) incurred by ING and arising from or in connection with:

- (i) ING being or becoming involved in any dispute, judicial or extrajudicial proceeding or any out-of-court (redress) proceeding between the Company and a third party;
- (ii) the collection of amounts owed by the Company to ING;
- (iii) the garnishment and/or attachment of the Account;
- (iv) claims by third parties made against ING regarding the Services, unless caused by the gross negligence or wilful misconduct of ING;

- (v) failure by the Company or Cardholder to comply with any of the terms of a Services Document;
- (vi) fraud committed by the Company or Cardholder;
- (vii) any authorisation granted by the Company to the Programme Administrator or by a third party to the Company and/or any action taken thereunder, being invalid, non-binding or unenforceable; and/or
- (viii) any failure of the Company to take all required corporate actions for the validity and enforceability of an authorisation.

### 32. Force majeure

32.1. ING will not be liable to the Company for its failure to perform any obligation under the Services Documents if such failure results from any cause beyond ING's reasonable control including, but not limited to, acts of God, war or acts of terrorism, industrial disputes, strikes any breakdown or failure of transmission or communication facilities or clearing and settlement organisations, power disruptions, acts, laws or regulations of national, foreign or international administrative, civil, or judicial authorities. If a force majeure event occurs, ING will take such actions or measures as may reasonably be required to limit the adverse effects of such event.

### 33. Subcontracting

33.1. In providing the Services, ING may make use of third parties and may (partially) subcontract activities.

### 34. Transferability

34.1. ING may transfer its rights and/or obligations under the Services Documents to a third party.

34.2. Without ING's prior written consent, the claim that the Company has vis-à-vis ING in connection with a Service cannot be transferred or assigned and no Security Interest can and may be created over it.

### 35. Third parties

35.1. ING will not be a party to any underlying legal relationships between the Company and any third party.

35.2. A person who is not a party to the Services Documents has no rights to enforce or enjoy the benefit of any (term of) such document.

### 36. Partial invalidity/unenforceability

36.1. If at any time any provision of the Services Documents is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, the legality, validity or enforceability of the other provisions shall not in any way be affected or impaired thereby.

### 37. Term and termination

- 37.1. The Agreement will be entered into for an indefinite period of time and the Company may terminate such Agreement in writing with a one calendar month notice period. The notice period will be calculated from the first day of the calendar month following receipt of such notice of termination. Unless indicated otherwise ING may at any time terminate such Agreement in writing with a two months' notice period.
- 37.2. In case an Agreement has been concluded between ING and one or more Companies and such Agreement or a Service thereunder has been terminated between ING and a Company, the Agreement remains valid between ING and the other Companies.
- 37.3. ING is authorised to terminate the Agreement or terminate or suspend any specific Service with immediate effect and without being required to pay damages:
- (i) if it is unlawful for ING to provide a Service;
  - (ii) if ING has established or reasonably suspects that the Company uses or used any Service for activities or purposes that (a) are contrary to laws or regulations, (b) can harm ING's reputation or (c) undermine the integrity of the financial system;
  - (iii) in case of (suspicion of) misuse or fraudulent use of a Service by the Company;
  - (iv) if the Company no longer uses the Services for purposes pertaining to its profession, trade or business or if the Company has become a consumer or micro-enterprise as defined in the Payment Services Directive;
  - (v) in the event of bankruptcy, insolvency, moratorium, statutory debt adjustment, dissolution or liquidation of the Company or any other analogous proceedings;
  - (vi) in case the Company defaults under, or in the due and punctual observance and performance of, any other agreement between the Company and/or its subsidiaries, respectively, and ING or a third party and such default lasts for a period of more than five (5) Business Days;
  - (vii) in case the Company breaches any of its obligations under the Services Documents and fails to correct such failure within five (5) Business Days of receiving written notice of default from ING; and/or
  - (viii) in case of the garnishment, seizure and/or attachment of any claim of the Company on ING.
- 37.4. Upon termination, all fees, costs and outstanding obligations of the Company relating to such Service are immediately due and payable, whether or not relating to transactions taking place before or after termination, without prior written notice being required. Any fees and costs paid in advance for said period will not be reimbursed.
- 37.5. Rights and obligations under the Services Documents and Services which by their nature should survive, including, but not limited to, any and all indemnification provisions, will remain in effect after termination or expiration thereof.

### 38. Counterparts

- 38.1. Each Services Document may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of a Services Document.

### 39. Applicable law and disputes

- 39.1. Unless otherwise stipulated, the relationship between a Company and ING regarding a Service, including the Services Documents and any non-contractual obligations arising out of or in connection therewith, will be governed by and construed in accordance with the laws of the Netherlands.
- 39.2. ING and the Company hereby irrevocably submit to the exclusive jurisdiction of the courts of Amsterdam. ING may commence proceedings in another competent court and/or concurrent proceedings in any number of jurisdictions.
- 39.3. The Company will first raise any complaints arising from or relating to the Services with ING in accordance with ING's complaint procedure by applying in writing to:  
ING Bank N.V.  
Corporate Credit Cards Complaints Department  
PO Box 22005  
8900 KA Leeuwarden  
The Netherlands

### 40. Definitions and interpretation

- 40.1. Capitalised terms in these ING Corporate Card Conditions shall have the following meaning:

#### **Agreement**

The duly signed application form for an ING Corporate Card Programme and any other agreement between the Company and ING relating to the provision of Services in connection with an ING Corporate Card Programme.

#### **App**

An application provided or approved by ING on a phone, tablet or other (mobile) device.

#### **Available Limit**

The maximum amount which the Cardholder can spend at any given moment in time.

#### **Card**

Each physical or virtual ING Corporate Card issued by ING under the Mastercard scheme rules.

#### **Card Data**

All data which is recorded on or associated with a Card.

#### **Cardholder**

The person authorised by the Company to use a Card.

**Card Limit**

The maximum amount which the Cardholder can spend with a Card within a given period.

**Channel**

The ING Commercial Card online channel, Smart Data Reporting, Smart Data File Delivery, Smart Data Real-time Account Manager, the App, the ING Purchase Control Application or any other secure online banking system and/or electronic communication channel provided by ING.

**Company**

The company which is obtaining Services from ING as agreed in the Agreement.

**Company Limit**

The amount allocated by ING to the Company, constituting the maximum Cardholders may spend with all Cards issued to the Company within a given period.

**Conditions**

These ING Corporate Card Conditions including its Schedules and annexes.

**General Part**

The general part of these Conditions

**ING**

ING Bank N.V.

**ING Goods**

Any physical Card, Channel, Website, device or other goods, instruments, equipment, documents, software-carrier and software provided by ING for the use of a Service and/or authentication of the Company, Cardholder or User.

**MCC**

The Merchant Category Code denoting the type of business at which a Payment Transaction has been executed.

**Merchant**

A company accepted by Mastercard which is the intended recipient of the funds to which a Payment Transaction relates.

**Payment Instruction**

The instruction given by the Cardholder using its Card to execute a Payment Transaction.

**Payment Instrument**

The set of procedures and tools, including but not limited to a Card, which the Cardholder uses to issue a Payment Instruction to ING.

**Payment Service**

The payment services under the Services Documents that ING provides to the Company through which Payment

Instructions can be issued, Payment Transactions can be executed and information about Payment Transactions can be provided to the Company.

**Payment Transaction**

An act initiated by a Cardholder using the Card to execute payments or withdraw cash.

**Periodic Statement**

The overview of Payment Transactions, fees, costs and amounts payable which is provided by ING on a regular basis to the Company and Cardholder.

**Personal Data**

Any information relating to an identified or identifiable natural person.

**PIN**

The Personal Identification Number which may be required when using a Card to identify the Cardholder.

**Privacy Statement**

A document or statement from ING containing information on how the ING Office treats and takes care of Personal Data.

**Programme**

The ING Corporate Card Programme(s) which the Company obtains from ING pursuant to the Agreement.

**Programme Administrator**

A person authorised by the Company to perform administrative acts under the Agreement, which may include the authority to delegate certain powers to Users and appoint Cardholders.

**Schedule**

A schedule to these Conditions

**Security Interest**

(The creation of) a pledge, charge, hypothecation, mortgage, lien, assignment or any other security interest in the relevant jurisdiction.

**Service**

The services (including Payment Services) that ING provides to the Company under the Services Documents.

**Services Documents**

The Agreement, these Conditions and all (other) conditions, documents, (terms on) websites, terms of use, user manuals, instructions or agreements regarding Services.

**User**

A person directly or indirectly authorised by the Company to perform certain acts and/or issue instructions, whether in written form, in person, through a Channel or otherwise, for and on its behalf.

**Website**

The website designated by ING on which the information specified in these Conditions can be found.

**40.2. Interpretation:**

- (i) Words in singular shall include the plural and vice versa. Unless the context requires otherwise any reference to a person shall include its successors, permitted assignees and permitted transferees.
- (ii) Unless the context clearly requires otherwise, a reference to a Services Document shall include a reference to any annex or schedule thereto and a reference to a clause in a Services Document (or a schedule or annex thereto) shall be a reference to a clause of such Services Document (or schedule or annex thereto).
- (iii) Headings in the Services Documents are for ease of reference only.
- (iv) Unless a contrary indication appears, a reference in the Services Documents to
  - a "person" includes any natural person, legal entity, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) and shall include its successors in title, permitted assigns and permitted transferees;
  - an agreement, conditions, terms, rulebook, regulation or document is a reference to such agreement, conditions, terms, rulebook, regulation or document as amended, supplemented or readopted from time to time; and
  - a legal concept such as, but not limited to, insolvency or attachment, which term is not used in the relevant jurisdiction, shall be construed as a reference to an analogous concept in such jurisdiction.

# Schedule Security Regulations

The Company is obliged to ensure that Cardholders and Users are bound by and shall observe and comply with all obligations as indicated in the ING Corporate Card Conditions and relevant Services Documents. Each Cardholder must take all conceivable measures for the secure use of the Card and the safekeeping of its PIN. This Schedule contains a non-exhaustive summary of the security regulations a Cardholder should observe. This Schedule is only provided as guidance for the Company to provide to its Cardholders and does not replace the stipulations and security features as incorporated in the ING Corporate Card Conditions and relevant Services Documents. ING has the right to revise these security regulations with immediate effect without prior notification.

## Security Regulations for Cardholders

When you use your Card, you must take all conceivable measures for the secure use of and the safekeeping of your Card and PIN as specified in this Schedule. ING has the right to revise these security regulations with immediate effect without prior notification.

Where in this Schedule reference is made to “others” or “someone else”, then this also refers to partners, children, relatives, friends, housemates, visitors and colleagues in addition to third parties. ING employees will never ask you to provide your PIN.

## 1. Safekeeping

- 1.1 You must always ensure that your Card is stored safely:
  - Store your Card in such a manner that others cannot see it or obtain unnoticed access to your Card;
  - Ensure that others do not see your Card and the place where it is stored (for example, a purse or a wallet) when it is not used; and
  - Do not lose your Card.
- 1.2 You must always ensure that your PIN is stored safely:
  - Destroy the letter in which the PIN is specified immediately after reading;
  - Do not write down the PIN, commit the PIN to memory;
  - If you are unable to remember the PIN, you can make a note. However, you must ensure that others are unable to decode the note;
  - Do not store the note on or with the Card; and
  - Keep the PIN confidential. Do not show the PIN to others and do not tell it to others.

## 2. Safe and Secure Use

- 2.1 You must always use your Card in a safe and secure manner:
  - Never give your Card to anyone else, also not when another person offers assistance. This is only allowed when you make use of your Card at a payment terminal or automated teller machine and your Card remains within your view;
  - Do not lose view of your Card until you have stored it again safely;
  - After use, always check whether your own Card has been returned;
  - If instructions are specified on a payment terminal or ATM with which you can verify the safety of the machine, you must follow these instructions carefully;
  - Contact ING immediately if your Card is not returned after a payment has been made or cash has been withdrawn;
  - You may not make use of the Card if you suspect or know that, in a specific situation, this is or can be unsafe; and
  - You must ensure that you are not distracted when you make use of your Card.
- 2.2 You must always use your PIN in a safe and secure manner:
  - Make sure that others cannot see your PIN when you enter it, for example, at an ATM or payment terminal;
  - When entering the PIN use your free hand and body to obstruct the keyboard from view as far as possible; and
  - You may not allow yourself to be helped by others when you enter your PIN.

## 3. Checking

You must regularly check the safety of your Card and the use of the Card:

- Check at least once a day whether your Card is still in your possession; and
- Check debit and credit entries through ING Commercial Card portal and/ or on your periodic statement.
- If you detect any error or omission regarding debit and credit entries, you must report it immediately to ING and take all reasonable steps to prevent (further) loss.
- If you do not agree with a specific payment transaction shown on your periodic statement, you must report this immediately to ING, stating the reasons.

#### **4. Blocking**

If you have a good reason to assume that the safety of your Card or PIN is no longer assured, you must notify ING immediately and follow all instructions given by ING. If you still have the Card in your possession, you may not continue to use it. Notification of ING must take place immediately, in any case, in the following situations:

- You have lost your Card or your Card has been stolen;
- You do not know where your Card is;
- Your Card has not been returned to you after you have made a payment or a cash withdrawal;
- You notice, for example on your periodic statement or through ING Commercial Card portal that payments have been made with your Card that you have not made yourself; and
- You know or suspect that someone else knows or has seen your PIN.

#### **5. Reporting theft or unauthorized use**

- You must report theft or loss of your Card immediately to the local police where the incident occurred, unless instructed otherwise by ING.
- After reporting loss to the local police you must immediately send the ING written confirmation of the report, stating the date, time and location of the report.

#### **6. Further instructions**

ING is entitled directly or indirectly to issue instructions on the use of your Card and/or PIN which you must obey.

# Schedule ING Central Travel Solution

## 1. Scope

- 1.1. If agreed, ING will make the Service 'ING Central Travel Solution' available to the Company. The conditions in the General Part and this Schedule apply to this Service.

## 2. Central travel solution

- 2.1. As part of the Service 'ING Central Travel Solution', ING will issue a specific Card to the Company, which the Company can authorise its mandated travel management agent to use in order to book travel related expenses on behalf and for the account of the Company. Provided a connection is set up between the Company's travel management agent and Mastercard, the travel management agent can enrich Payment Transactions performed with such Card with management information to be used by the Company for reconciliation purposes.
- 2.2. Any data received by ING from Mastercard will be made available to the Company via the agreed Channel. More information about the Central Travel Solution can be found in the applicable Services Document, as may be modified from time to time.
- 2.3. The Company agrees and acknowledges that ING shall be solely liable for the correct transmission of any data received from Mastercard. ING shall not be liable for the availability and quality of the data so provided nor for the conformity thereof with the reconciliation tooling of the Company. The Company acknowledges and agrees that it shall at all times remain liable to reimburse ING for all amounts paid with the Card under the ING Central Travel Solution.

# Schedule ING Purchase Control

## 1. Scope

- 1.1. If agreed, ING will make the Service 'ING Purchase Control' available to the Company. The conditions in the General Part and this Schedule apply to this Service.

## 2. Product

- 2.1. ING will provide the Service to the Company, provided that a Real Card has been issued to the Company and is active. The Service enables the Company to generate PC Cards via the ING Purchase Control Application that can be used, subject to the Limits set by the Company, to execute Payment Transactions for which a physical card is not needed.
- 2.2. If agreed, the Service also enables the Company to access certain management information via the agreed Channel. The Company shall ensure and warrants that only Company employees, or third parties directly employed by the Company are appointed and authorised as Users by the Company. By appointing Users via the ING Purchase Control Application, the Company authorises such Users to generate and use PC Cards on behalf of the Company.
- 2.3. To access and use the ING Purchase Control Application, the Company must use the means of access and signing as communicated by ING. The Company will use the ING Purchase Control Application for its own account and at its own risk. The Company is responsible for all use of the ING Purchase Control Application and must comply with all instructions of ING. If the Company suspects misuse of the ING Purchase Control Application or becomes aware of the fact that the means of access has not been kept secure or confidential, it will inform ING immediately. Failure by the Company to fulfil this obligation will be deemed gross negligence on the part of the Company.
- 2.4. ING is not liable towards the Company for any loss and/or damage arising from the use or non-availability of the Service.
- 2.5. At all times ING may (i) modify or limit the functionality of ING Purchase Control Application and/or (ii) block access to (parts of) the ING Purchase Control Application, e.g. in case of (suspected) misuse or fraud.

## 3. Definitions

- 3.1. Capitalised terms used in this Schedule have the meaning assigned to them in Clause 40 of the General Part, except for the capitalised terms below, which shall have the following meaning:

### Limits

Any limitation in the use of a PC Card by a PC User as determined by the Company in the ING Purchase Control Application.

### PC Card

Each virtual, temporary Card issued by ING as part of the Service.

### PC User

A person authorised by the Company to generate and use a PC Card.

### ING Purchase Control Application

The Channel made available to the Company as part of the Service that allows the Company to appoint and authorise PC Users, to generate PC Cards and to set and manage the Limits.

### Real Card

The card number issued by ING which is required for the use of the Service and to which all Payment Transactions performed with PC Cards will be registered.

### Service

The ING Purchase Control Service as described in Clause 2.1 of this Schedule.