

# ING Bank N.V., London Branch Commercial Policy for the ING UK Systematic Internaliser

Effective as of 29<sup>th</sup> April 2024

## 1. Interpretation and definitions

### 1.1. Interpretation

- a. Reference to times shall mean those times in London, unless stated otherwise.
- b. References to days are to Business Days unless stated otherwise.

### 1.2. Definitions

#### APA

means an Approved Publication Arrangement as set out in article 4 (1)(52) of MIFID II. ING Bank has appointed Trax as APA.

#### Business Day

means a day, other than a Saturday, Sunday, public holiday in England and those national holidays ING UK SI Management has decided to be closed for business, when banks in London are open for business.

#### CCP

means a central counterparty, being a legal person that interposes itself between the counterparties to the contracts traded on one or more financial markets, becoming the buyer to every seller and the seller to every buyer.

#### Client

means a client of ING UK SI admitted in accordance with clause 3.

#### ING Bank

means ING Bank N.V., a company incorporated in the Netherlands under company number 33031431.

#### ING Bank, London Branch

means ING Bank N.V.'s London Branch, registered as a UK establishment under number BR000341.

#### ING UK SI Management

means the management team of ING UK Financial Markets.

#### ING UK SI

means those operations of ING Bank where ING Bank, London Branch operates in accordance with the systematic internaliser regime as set out in MiFIR and of which ING Bank, London Branch has notified the FCA.

#### ING UK DRB

means those operations of ING Bank where ING Bank, London Branch operates in accordance with the Designated Reporter regime as set out in MiFIR and of which ING Bank, London Branch has notified the FCA.

#### FCA

means the UK Financial Conduct Authority.

#### MAR

means Regulation No 596/2014 of 16 April 2014 on market abuse (market abuse regulation) (as amended) as applied in the UK under the European Union (Withdrawal) Act 2018 and the Market Abuse (Amendment) (EU Exit) Regulations 2019 and any subordinate legislation made under it, in each case as such instrument or subordinate legislation is amended, extended or re-enacted from time to time.

#### MIFID II

means Directive 2014/65/EU of 15 May 2014 on markets in financial instruments (as amended) as applied in the UK under the European Union (Withdrawal) Act 2018 and the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 and any subordinate legislation made under it, in each case as such instrument or subordinate legislation is amended, extended or re-enacted from time to time.

## MIFIR

means Regulation 600/2014 of 15 May 2014 on markets in financial instruments (as amended) as applied in the UK under the European Union (Withdrawal) Act 2018 and the Markets in Financial Instruments (Amendment) (EU Exit) Regulations 2018 and any subordinate legislation made under it, in each case as such instrument or subordinate legislation is amended, extended or re-enacted from time to time.

## OTC

means over the counter.

## SFTR

means Regulation 2015/2365 of 25 November 2015 on transparency of securities financing transactions and of reuse (as amended) as applied in the UK under the European Union (Withdrawal) Act 2018, the Transparency of Securities Financing Transactions and of Reuse (Amendment) (EU Exit) Regulations 2019 and the Securities Financing Transactions, Securitisation and Miscellaneous Amendments (EU Exit) Regulations 2020 and any subordinate legislation made under them, in each case as such instrument or subordinate legislation is amended, extended or re-enacted from time to time.

## Short Selling Regulation

means Regulation 236/2012 of 14 March 2012 on short selling and certain aspects of credit default swaps (as amended) and as applied in the UK under the European Union (Withdrawal) Act 2018, the Short Selling (Amendment) (EU Exit) Regulations 2018 and the Uncertificated Securities (Amendment and EU Exit) Regulations 2019 and any subordinate legislation made under them, in each case as such instrument or subordinate legislation is amended, extended or re-enacted from time to time.

## UK SI Commercial Policy

means this UK SI Commercial Policy as amended from time to time.

## Trading Venue

means a regulated market, multilateral trading facility or organised trading facility, as defined in MiFID II.

## 2. Purpose of this UK SI Commercial Policy

Where ING Bank, London Branch is acting as a systematic internaliser in accordance with MiFID II/MiFIR, it is required to publish firm quotes, unless a waiver applies. ING Bank, London Branch is acting as an SI when it deals on an organized, frequent and systematic and substantial basis on own account

when executing client orders outside a Trading Venue without operating a multilateral system in the asset classes as set out in clause 4. This UK SI Commercial Policy sets out the terms on which the ING UK SI will operate.

## 3. Participation

In the Clients dealings with ING Bank, London Branch, parties will be legally bound by this UK SI Commercial Policy.

### 3.1. Requirements of trading as an SI

3.1.1. Clients of ING Bank which meet the following requirements can trade through ING UK SI:

- a. clients must be MiFID II classified by ING Bank, London Branch;
- b. relevant master agreements, client agreements or ING Terms of Business must be in place to trade the relevant financial instruments;
- c. all relevant trading, custody and settlement accounts must have been set up; and
- d. a Client has not engaged, and shall not engage, in any conduct, in respect of its business with ING UK SI which is:
  - i. in breach of MAR or MiFID II/MiFIR or any other regulatory requirement;
  - ii. in breach of any requirement under any master agreement, client agreement or ING Terms of Business;
  - iii. likely to damage the fairness or integrity of ING UK SI; or
  - iv. in breach of this UK SI Commercial Policy.

3.1.2. ING UK SI may refuse to enter into or discontinue business relationships with Clients on the basis of commercial considerations such as the Client's credit status, the counterparty risk and the final settlement of the transaction. These considerations are laid down in the relevant master agreements, client agreements and ING Terms of Business which apply between ING Bank and the Client.

## 4. Trading rules non-equities

### 4.1. Financial instruments traded through ING UK SI

4.1.1. ING UK SI Management will determine in its absolute discretion which financial instruments ING Bank will opt-in for trading on ING UK SI.

4.1.2. ING UK SI Management has decided to opt-in to operate as SI for:

- a. bonds (excluding exchange traded notes (ETNs) and exchange traded commodities (ETCs));

- b. foreign exchange derivatives; and
  - c. interest rate derivatives.
- 4.1.3. ING UK SI is not available for trading securities financing transactions as defined in art. 3(11) of SFTR.
- 4.1.4. ING UK SI will operate an SI on the level of a particular financial instrument, class of financial instruments, group of issuers or issuer as specified in MiFIR, if it exceeds the regulatory thresholds as specified in MiFIR, where applicable.
- 4.1.5. ING UK SI Management shall notify the FCA if ING Bank, London Branch becomes an SI for a certain financial instrument, class of financial instruments, group of issuers or issuer as specified in MiFIR.

## 4.2. Hours of operation

- 4.2.1. ING UK SI will be open for business on Business Days during standard market trading hours.
- 4.2.2. ING UK SI is not available during any scheduled maintenance slots or as may otherwise be determined by ING UK SI Management.
- 4.2.3. There is nothing to prevent or restrict the right of ING UK SI to extend (or reduce) trading hours generally, or specifically, in relation to any financial instrument during the course of any Business Day.

## 4.3. Interaction with SI

- 4.3.1. Clients can interact with ING UK SI to request quotes or to request access to already disclosed quotes
- 4.3.2. ING UK SI can be contacted via your regular sales contact method or channels included in the table below.
- 4.3.3. In case of changes, ING UK SI will update the specifications in this UK SI Commercial Policy as to the arrangements ING UK SI will use to make quotes public and accessible. Clients are advised to visit the website where this UK SI Commercial Policy is published from time to time.

## 5. Pre-trade transparency

### 5.1. General

- 5.1.1. ING has appointed TRAX as its APA. TRAX APA can be reached via <http://www.traxapa.com>
- 5.1.2. ING UK SI shall not report for pre-trade transparency purposes with respect to transactions in financial instruments or transaction modalities which are exempt from pre-trade transparency requirements under MiFIR.

- 5.1.3. ING UK SI shall report any pre-trade transparency set out below in compliance with FCA requirements.

### 5.2. RFQ for liquid Financial Instruments

- 5.2.1. ING Bank shall make public firm quotes in respect of financial instruments traded on a Trading Venue for which it acts as an SI and for which there is a liquid market as determined by the FCA when the following conditions are fulfilled:
- a. ING UK SI is prompted for a quote by a Client of ING UK SI;
  - b. ING UK SI agrees to provide a quote.

The quotes are made public via the channels applicable to the financial instrument as specified in clause 4.3.2.

- 5.2.2. ING UK SI is not subject to the obligation to make a firm quote public if the liquidity in a financial instrument falls below the threshold as specified on the website of the FCA and the FCA temporarily suspends the pre-trade transparency obligation as set out in art. 18(6) of MiFIR in conjunction with art. 9(4) of MiFIR.
- 5.2.3. ING UK SI shall make the firm quotes public in accordance with clause 5.2.1 available to its other Clients for trading, where applicable adjusted for client-specific cost and charges. Clients can access the quotes via the channels applicable to the financial instrument as specified in clause 4.3.2.
- 5.2.4. Published firm quotes are not available to another client for trading if:
- a. made in relation to cleared OTC derivatives, unless the transaction with that other client on the basis of the firm quote is to be cleared on the same CCP as envisaged by the original quote;
  - b. made in relation to uncleared OTC derivatives, unless there is no material X-Value Adjustment (XVA) required compared to the transaction envisaged by the original quote. Whether a XVA pricing adjustment is material is left to the discretion of ING UK SI Management;
  - c. made in relation to transactions that are subject to specific contractual arrangements (including, without limitation, under a master agreement and/or collateral or credit support documentation) or operational arrangements, which are not in place with that other client;
  - d. the credit status of that other client, and/or the counterparty risk, settlement risk or other relevant risk associated with a transaction with that other client, are

not acceptable to ING UK SI in accordance with its internal risk management framework;

- 5.2.5. ING UK SI is not required to make public and available to other Clients quotes above the size specific to the financial instrument as set out in art. 18(10) of MiFIR.

### 5.3. RFQ for illiquid Financial Instruments

- 5.3.1. ING UK SI shall not make public firm quotes in respect of financial instruments traded on a Trading Venue for which there is not a liquid market as determined by the FCA.
- 5.3.2. ING UK SI shall disclose to Clients, upon their request, firm quotes provided by ING UK SI to other Clients in an illiquid financial

instrument. Clients can request access to the quotes via the communication channels applicable to the financial instruments as specified in clause 4.3.2.

- 5.3.3. ING UK SI shall not be required to disclose (firm) quotes to other Clients as set out in clause 5.3.2 with respect to financial instruments for which there is no liquid market as set out in art. 9 (1)(c) of MiFIR.
- 5.3.4. ING UK SI is not required to make available to other Clients firm quotes above the size specific to the instrument as set out in art. 18(10) of MiFIR.

Financial Instrument	Communication channel: your regular contact method with sales as further specified below	Liquid quotes will be made public and accessible to other clients through
Bonds	<ul style="list-style-type: none"> <li>Phone</li> <li>Email</li> <li>Bloomberg Chat</li> </ul>	APA TRAX
Interest rate derivatives	<ul style="list-style-type: none"> <li>Phone</li> <li>Email</li> <li>Bloomberg Chat</li> </ul>	APA TRAX
Foreign exchange derivatives	<ul style="list-style-type: none"> <li>Phone</li> <li>Email</li> <li>Bloomberg Chat</li> </ul>	APA TRAX

### 5.4. Limitations of trading on quotes

- 5.4.1. ING UK SI will limit the number of transactions it undertakes to enter into with Clients on the basis of a single quote to 1 (one) transaction.
- 5.4.2. Where relevant, any firm quote provided to a client following the request for such a quote will be potentially executable by 1 (one) other Client when the requesting Client has decided not to trade against it. When the requesting Client has only executed a part of the quote, the remainder of the quote remains available for execution to other Clients up to full volume of the quote.
- 5.4.3. ING UK SI has limited the access to quotes as set out in clause 5.5 to protect ING Bank against undue risk. In addition, the price of a financial instrument is based on the size traded/quoted. In order to be able to quote to a client the best price, ING UK SI must be able to take into account the size of the quote. Consequently, ING UK SI serves the interest of the requesting Client and any other Client who trades against the quote if the requesting Client has decided not to trade against it (or to execute only part of it). In

justified cases ING UK SI may execute orders at a better price provided that the price falls within a public range close to the market conditions.

### 5.5. Validity of quotes and updating

- 5.5.1. Subject to clauses 5.5.2 and 5.6 ING UK SI's quotes remain valid for the period specified in the below table per financial instrument:

Financial instrument	Validity of the quote
Bonds:	
<ul style="list-style-type: none"> <li>Credit</li> <li>Rates</li> </ul>	<p>30 seconds</p> <p>5 seconds</p>
FX derivatives	30 seconds

- 5.5.2. ING UK SI is entitled to update its quotes (including (without limitation) due to market movements or changed market conditions) at any time within the timeframe set out in clause 5.5.1, also after a client has requested to trade on that quote, but provided that updated quotes are the consequence of, and consistent with, genuine intentions of ING UK SI to trade with Clients in a non-discriminatory manner.

## 5.6. Withdrawal of quotes

- 5.6.1. ING UK SI may withdraw its quotes under exceptional market conditions and if ING UK SI becomes aware of any error or omission in the quote.
- 5.6.2. Exceptional market conditions include, without limitation:
  - a. the Trading Venue where the financial instrument was first admitted to trading or the most relevant market in terms of liquidity halts trading for that financial instrument in accordance with art. 48 of MiFID II;
  - b. the Trading Venue where the financial instrument was first admitted to trading or the most relevant market in terms of liquidity allows market making obligations to be suspended;
  - c. the FCA or any other relevant Competent Authority prohibits short sales in that financial instrument according to Article 20 of the Short Selling Regulation.

ING UK SI Management will notify both the FCA and the requesting Client if ING UK SI needs to withdraw a quote.

## 5.7. Prices

- 5.7.1. The price ING UK SI makes available to the public for the purpose of pre-trade transparency is the traded quote established by normal market practice, including all the product features or other components of the quote such as the counterparty or liquidity risk, but excluding commissions and if relevant accrued interest.
- 5.7.2. The quoted prices ING UK SI makes available to Clients contain – with the exemption of the financial instruments mentioned in clause 5.2.4 (a) and (b) – any relevant risk adjustments and commissions applicable to the cohort within which the Clients fall in order for them to determine with a degree of certainty the price that would be applicable to them.
- 5.7.3. ING UK SI publishes the traded price of the transaction excluding, where applicable, commission and accrued interest, for the purpose of post-trade transparency.

## 6. Post-trade transparency

### 6.1. Publication of information

The FCA's Policy Statement 23/4 "Improving Equity Secondary Markets" introduces changes to MiFIR in respect of post-trade transparency reporting obligations, effective from 29th April 2024.

In accordance with these changes ING Bank N.V. London Branch, in its capacity as an FCA registered

Designated Reporter, shall make relevant transactions public through the APA.

### 6.2. Deferral of publications

Publication of post-trade transparency may be deferred in accordance with art. 21(4) of MiFIR, provided one of the following conditions is satisfied:

- a. the transaction is large in scale compared with the normal market size;
- b. the transaction is in a financial instrument or a class of financial instruments for which there is no liquid market;
- c. the transaction is executed between an investment firm dealing on own account other than on a matched principal basis and another counterparty and is above a size specific to the financial instrument;
- d. the transaction is a package transaction which meets one of the following criteria:
  - i. one or more of its components are financial instruments which do not have a liquid market;
  - ii. one or more of its components are transactions in financial instruments that are large in scale compared with the normal market size;
  - iii. the transaction is executed between an investment firm dealing on own account other than on a matched principal basis and another counterparty, and one or more of its components are transactions in financial instruments that are above the size specific to the instrument.

### 6.3. Client obligation to publish

In case ING undertakes the post-trade transparency reporting Clients need not satisfy any trade reporting requirement imposed by art. 21 of MiFIR.

## 7. Best execution

- 7.1. ING UK SI shall treat Clients honestly, fairly and professionally and shall act in accordance with the best interests of the client.
- 7.2. In those instances where ING UK SI owes the obligation of best execution vis-à-vis a Client, ING Bank's Best Execution policy will apply. This policy is published on [www.ingwb.com/mifid](http://www.ingwb.com/mifid).

## 8. Identification

- 8.1. ING UK SI will be identified by its registered Market Identifier Codes (MIC): **INGU**.



## 9. Telephone recording and electronic correspondence

- 9.1. ING UK SI is obliged to record and retain certain telephone conversations and electronic correspondence between ING UK SI and Clients that takes place via ING UK SI and Clients are deemed to consent to such recordings and retention. Such recordings remain the sole property of ING UK SI.
- 9.2. Clients may request, from time to time, access to the recordings.

## 10. Payments and taxes

- 10.1. The Client shall pay to ING UK SI all costs and charges and any other costs including interest on any late payment due to ING UK SI pursuant to trading through ING UK SI.
- 10.2. Costs and charges shall be disclosed ex ante and ex post in accordance with applicable requirements in the FCA's Conduct of Business Sourcebook, unless bilaterally agreed otherwise in writing.
- 10.3. The Client shall be liable for the payment of any applicable taxes that arise from the trading through ING UK SI.

## 11. Amendments

- 11.1. ING UK SI will review this UK SI Commercial Policy from time to time.
- 11.2. ING UK SI will notify Clients of any changes to this UK SI Commercial Policy by publishing an updated version on [www.ingwb.com/mifid](http://www.ingwb.com/mifid).
- 11.3. By carrying on business with us after we have published the updated version, the Client shall be deemed to have consented to such changes to the UK SI Commercial Policy, unless the Client notifies ING Bank at ING Bank N.V., London Branch, 8-10 Moorgate, London, EC2R 6DA, in writing, that the Client does not agree with certain changes to the UK SI Commercial Policy.

## 12. Applicable terms of business and client agreements

- 12.1. Clients of ING UK SI are also bound by ING Wholesale Banking Terms of Business, as amended from time to time, unless agreed in writing with ING Bank that these do not apply. These terms can be found on <http://www.ingwb.com/mifid>.
- 12.2. In the event of any conflict between the ING Wholesale Banking Terms of Business and the UK SI Commercial Policy, the latter shall prevail.
- 12.3. The UK SI Commercial Policy applies to our client relationship in addition to any master agreement or other client agreements.

- 12.4. In the event of any conflict between this UK SI Commercial Policy and any master agreement or client agreements with respect to financial markets business or ancillary services, this UK SI Commercial Policy shall prevail.

## 13. Complaints

- 13.1. If a Client has a complaint relating to ING UK SI or ING UK DRB, such complaint should be made in writing (including by electronic mail) and addressed to:

Postal address: ING Bank N.V. London Branch

FAO: Lisa Walker  
8-10 Moorgate  
London EC2R 6DA  
United Kingdom

Website: [www.ing.com](http://www.ing.com)

E-mail: [Lisa.Walker@ing.com](mailto:Lisa.Walker@ing.com)

## 14. Liability and indemnity

- 14.1. Unless otherwise expressly provided in any other agreement between ING UK SI (and/or ING UK DRB, as applicable) and the Client, ING UK SI and ING UK DRB shall only be liable for fraud, gross negligence and wilful misconduct where there is a finding of such by a court of competent jurisdiction and shall not otherwise be liable.
- 14.2. On a continuing basis Clients will indemnify ING Bank against any loss, liability and cost which ING Bank may suffer or incur as a result of acting on any instruction which ING Bank reasonably believes to have been approved by the Client or given on the Client's behalf, or as a result of the Clients' breach of any provision of this UK SI Commercial Policy.

## 15. Governing Law

- 15.1. This UK SI Commercial Policy is governed by, and shall be construed in accordance with, the laws of England and Wales.
- 15.2. Any dispute arising out of or in connection with this UK SI Commercial Policy shall be subject to the exclusive jurisdiction of the English courts.