

ING Channel Agreement



This ING Channel Agreement is dated _____ and is made between
The Client

Name and legal status

Registered address

GRID ID

Additional information

ING

Name and legal status

Registered address

Trade register no. and city

Additional information



It is agreed as follows:

1.

Subscription

The Client herewith subscribes to the ING Channel(s) and domain(s), if applicable, as included in Appendix 1 (Setup details) hereto as offered by ING.

2.

Subscription options

The options, authorities, limits and Accounts that apply to the subscription are included in Appendix 1 (Setup details) hereto. The Client can amend these Setup details through the relevant form and/or functionality provided by ING. In the event of a conflict, the last received amendments by ING will prevail.

3.

Corporate Administrator

For the use of an ING Channel the Client may appoint a Corporate Administrator, who is a User with the authority to appoint other Users in the manner and form as indicated or approved by ING.

4.

Fees and expenses

The use of an ING Channel is free of charge unless the ING Channel and/or related services are specified in ING's Tariff Brochure. If applicable, the Client authorises ING to debit all applicable costs, fees and charges for the use of an ING Channel and/or related services from the account specified as billing account in Appendix 1 (Setup details).

The Tariff Brochure is available at <https://www.ingwb.com/en/service/payments-and-collections/tariffs-and-conditions>.

5.

Terms and conditions

The ING Channel Conditions, the Privacy Statements of the ING Offices and ING's Tariff Brochure apply to this Agreement and the Services provided hereunder. Words and expressions defined in the ING Channel Conditions shall have the same meaning when used in this Agreement, unless defined otherwise herein.

The ING Channel Conditions are available at, and hereby provided via <https://www.ingwb.com/channel-conditions>.

The Privacy Statements of the ING Offices are available at, and hereby provided via <https://www.ingwb.com/en/service/privacy-statements/privacy-statement>.

By signing this Agreement the Client confirms that it accessed and read the above mentioned documents and conditions and acknowledges and agrees that these documents and conditions are binding upon the Client. The Client agrees that Service Documents (including any amendments thereto) and all documents, information and/or conditions as referred to therein may be provided to the Client by electronic means via the ING Channel. ING shall inform the Client of any amendments to such documents and conditions via the ING Channel by sending the relevant amendments to the User(s). Any amendments communicated by ING via the ING Channel will be deemed to have been received by the Client.

The Agreement is entered into subject to the condition precedent that the client successfully completes ING's onboarding procedure (if applicable).

Signature page to follow

Appendix 1: Setup details

1.

Generic information

Corporate Administrators may change below subscription details.

Subscription details

Subscription ID

Subscription name

Billing account

2.

Domains and ING Channels

Present and future products and services available in an ING Channel are eligible to use if the associated domain is active in the subscription. An active domain will not give access to associated products and services for which duly signed agreements between the Client and ING are required. Corporate Administrators cannot (de)activate domains.

Domains

Domain Account reporting and payments

Domain Cash management

Domain Trade finance

Domain Financial markets

Domain Lending services

ING Channels

InsideBusiness Portal

InsideBusiness Payments

InsideBusiness Payments CEE

InsideBusiness Trade

ING Trade

2.1.

InsideBusiness Payments CEE

The Client can amend this Appendix 1 (Setup details) in terms of the lists and authorities of the Users for InsideBusiness Payments CEE by providing to ING the appropriate registration/modification form. In this case, the Client and ING do not need to create and sign the updated Appendix 1 or any additional amendments to it.

3.

User groups

Name	User group ID	Type	Users
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3.1

User group

User group type is Standard: all users in this user group can have standard permissions, including transactional permissions. Corporate Administrator permissions cannot be assigned to this user group.

3.1.1

Users

The Client (acting on its own behalf or with the authority of a third party) appoints the following natural person(s) as User(s) and grants them a power of attorney regarding the ING Channels and domain(s), if applicable, as mentioned under paragraph 2, in accordance with and subject to the ING Channel Conditions:

Users

User ID
 First name
 Surname
 Display name
 Date of birth
 Email

3.1.2

Companies

Name	Country of residence	GRID ID
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3.1.3

Application permissions

Administration

- × View administration
- × Manage account alias

InsideBusiness App

- ✓ Use InsideBusiness App with all features
 - ✓ Use InsideBusiness App mToken
-

Services

- ✓ View and initiate standard requests
-

InsideBusiness Payments CEE

- × Access InsideBusiness Payments CEE Bulgaria
 - × Access InsideBusiness Payments CEE Czech Republic
 - × Access InsideBusiness Payments CEE Hungary
 - × Access InsideBusiness Payments CEE Romania
 - × Access InsideBusiness Payments CEE Russia
 - × Access InsideBusiness Payments CEE Slovakia
 - ✓ Access InsideBusiness Payments CEE Ukraine
-

Account reporting

- × View reporting via InsideBusiness App
 - × View proof of payment and SWIFT gpi
 - × View transaction services reports
-

3.1.4

Account permissions

No account permissions provided

Signature page to follow

Appendix 2: Corporate Administrator Power of Attorney

(This appendix 2 refers to users in user groups who are appointed as Corporate Administrators)

With this Power of Attorney ('PoA') the client (acting on its own behalf or with the authority of a third party) appoints a natural person as its Corporate Administrator (CA) to perform such acts as explicitly granted below.

This PoA may be relied upon by ING Bank N.V. and/or any of its direct or indirect (local and foreign) subsidiaries, affiliates and/or branches ('ING').

By this PoA the client appoints and authorises the natural persons indicated as Corporate Administrator as specified in the ING Channel agreement setup details, as amended from time to time, (each a 'CA') and subject to the conditions in clause 5, to perform for and on behalf of the client and/or a third party that authorised the client with a PoA (including their foreign branches) and in its/their name each of the following acts:

1. Appoint Users

Appoint one or more natural persons (electronically through a channel or otherwise) as user ('User') (without the right of substitution) and amend and revoke any authorisation accordingly, to perform, within certain limits if any, transactions and/or receive statements, reports and information (as specified in the ING Channel agreement setup details), whether or not the CA itself is empowered to perform such acts;

2. Manage Accounts, Products and Services

Add, modify or remove to/from its ING Channel(s):

- the Client's accounts or any other products or services; and/or
- A third party's accounts or any other products or services (to the extent that the Client has received authority thereto based on an authorisation granted by that third party); and

provide (electronically) to any User any means of access to channels and authorisation tools to give instructions to ING and to activate any of those;

3. View Administration

View administration, including audit trail on administration changes, for the ING Channel(s) and domain(s), if applicable, as specified in the ING Channel agreement setup details;

4. Specific acts

Perform any of the specific acts as specified in the ING Channel agreement setup details, as may be amended from time to time.

5. Conditions

This PoA is subject to the following conditions:

- 5.1 Each CA is fully competent to severally perform all acts hereunder unless otherwise specified in the ING Channel agreement setup details. This PoA shall apply irrespective of what is recorded in any public register in respect of a CA.
- 5.2 The CA may sign and execute any further agreements and documents and perform any further acts it deems necessary or desirable for the proper implementation of the acts specified in this PoA or the ING Channel agreement setup details, including, without limitation, supplying information, sending and receiving notices, consenting to and executing amendments, accession and resignation agreements.
- 5.3 The Client will at ING's request ratify and confirm all acts performed by any CA and/or any User by virtue of this PoA.
- 5.4 The Client shall promptly and duly enter into any such further agreements, execute all such other documents and instruments and do all such acts and things as ING may reasonably require in order to give effect to the provisions of this PoA or any PoA granted to any User.
- 5.5 The Client will indemnify ING and keep ING indemnified against any and all costs, claims and liabilities which ING may incur as a result of ING relying on this PoA or any power of attorney granted to any User.

- 5.6 This PoA shall remain in full force and effect until such time as ING shall be notified by the Client in writing (or if possible: through an ING channel) that the PoA has been revoked. ING may continue the execution of any instruction that has been given to ING by, or through, the CA before or shortly after ING has received notification of the revocation of this PoA if ING cannot reasonably prevent the execution thereof.
- 5.7 If any PoA granted to a CA has been revoked, any PoA granted by that CA to any User before such revocation shall remain in full force and effect unless expressly specified otherwise by the Client.
- 5.8 This PoA is governed by the laws of the country of incorporation of the Client as specified above. If and to the extent that the CA acts on behalf of a third party, this PoA will be governed by the laws of such third party, in relation to acts on behalf of such third party.

Signature page to follow

Appendix 3: Country specific provisions

The following additional country specific conditions are applicable to this Agreement and the Services provided hereunder by the ING Office(s) in/from the relevant jurisdictions.

Ukraine (JSC ING Bank Ukraine)

Explicit acknowledgement and agreement

The information provided by the links to the ING Channel Conditions and to the ING's Tariffs brochure, given in Clauses 4, 5 of the ING Channel Agreement, is of informative or/and indicative nature. The legally binding Tariffs brochure and ING Channel Conditions are available on the official website of JSC "ING Bank Ukraine" at the link: <https://www.ingwb.com/en/service/privacy-and-legal-statements/ukraine/insidebusiness-electronic-banking-platform> (version in English) and <https://www.ingwb.com/ua/obslugovuvanna/konfidentsiynt-ta-privatnist/ukrajina/platforma-elektronnogo-bankingy-insidebusiness>

Signature page to follow



Signed on behalf of

The Client

Full name

Full name

City, Date

City, Date

Signature

Signature

ING

Full name

Full name

City, Date

City, Date

Signature

Signature
