
ING Supplier Terms of Engagement

Applicable ING entity:

ING BANK N.V.

(hereafter: ING)

1. INTRODUCTION

1.1 Our Corporate Responsibility

ING wants to build its future on sustainable profit, based on sound business ethics and respect for its stakeholders, and wants to be a good corporate citizen. For only by acting with professionalism and integrity will we be able to retain our stakeholders' trust and preserve our good reputation. Our Business Principles prescribe the corporate values we pursue and the responsibilities we have towards society and the environment - we act with integrity, we are open and clear, we respect each other and we are socially and environmentally responsible.

In addition to that, ING supports national and international rules and regulations which are aimed at fighting financial economic crime and corruption.

1.2 Our Stakeholders

ING does business on the basis of clearly defined Business Principles. In all our activities, we carefully weigh the interests of our various stakeholders - customers, employees, business relations and Suppliers, society at large and shareholders.

1.3 Our Mission

ING aims to deliver its financial products and services in the way its customers want them delivered - with exemplary service, convenience and at competitive prices. This is reflected in our mission statement - to set the standard in helping our customers manage their financial future. ING has committed itself to promote the offering of sustainable products and services by enhancing the sustainability of its procurement practice and take into account the environmental and social aspect of the products and services procured. Suppliers are an integral part of this value chain. ING expects its suppliers to embrace, support and enact, within their sphere of influence, a set of core values in the areas of human rights, labour standards, the environment, as well as the prevention of financial economic crime and corruption.

1.4 Scope

The ING Supplier Terms of Engagement ("ISTE") sets forth a minimum standard for the conduct ING expects from everyone who provides goods or services to ING. The requirements described in the ISTE are based upon the ING Business Principles, certain ING policies and international standards on sustainability, human rights, financial economic crime and anti-corruption

1.5 Further contractual terms and policies

Supplier shall agree to all further reasonable contractual terms and policies incorporating the standards and provisions in the ISTE after written notification by ING.

1.6 Accuracy and Truthfulness

Supplier ensures that all statements, communications, and representations to ING in connection with this ISTE are accurate and truthful.

2. FINANCIAL ECONOMIC CRIME

2.1 General

Supplier shall prevent any involvement in financial and economic crime and shall guard against involvement in related criminal activity. Supplier shall comply with all relevant laws, regulations and standards on financial and economic crime. See also: <http://www.ing.com/About-us/Compliance/ING-Values-1.htm>

2.2 Ultra High-Risk Countries

ING is fully committed to complying with all applicable sanction legislation and with all obligations and requirements under those applicable laws including freezing and reporting obligations with regard to transactions involving a US, EU or UN sanction targets. In addition ING designates specific countries as Ultra High Risk and prohibits client engagements and transactions (including payments or facilitation) involving those countries. Supplier shall not provide goods or services to ING that have a direct or indirect Ultra High Risk country involvement. At signature date of this ISTE the Ultra High-Risk Countries are: Cuba, Syria, Iran, Sudan and North Korea. Changes will be communicated in writing by ING.

2.3 Economic and financial sanctions

Supplier shall comply with all relevant economic or financial sanctions that are imposed, administered or enforced from time to time by relevant competent authorities.

2.4 Export trade compliance

Supplier shall comply with all relevant trade embargoes that are imposed, administered or enforced from time to time by relevant competent authorities, including applicable export trade regulations and trade embargoes for goods that are either dual-use and/or shipped to a prohibited destination.

3. GIFTS AND ENTERTAINMENT AND ANTI-BRIBERY

3.1 Applicable laws

Supplier shall comply with all applicable anti-corruption laws.

3.2 No facilitating payments

Supplier will not offer any facilitation payment in order to influence the behaviour of a public official.

3.3 No donations

Supplier will not make any unlawful donations to political parties and/or politicians. And Supplier will not make any donations to ING staff and or ING management that are in violation with the ING Gifts, Entertainment and Anti-Bribery Policy.

4. ING PROCUREMENT SUSTAINABILITY STANDARDS

4.1 Principles

Supplier shall adhere to the United Nations Global Compact principles and therefore:

Human Rights

- (a) Support and respect the protection of internationally proclaimed human rights;
- (b) Is not complicit in human rights abuses;

Labour

- (c) Uphold the freedom of association and the effective recognition of the right to collective bargaining;
- (d) Eliminate of all forms of forced and compulsory labour;
- (e) Effectively abolish child labour;
- (f) Eliminate discrimination in respect of employment and occupation;

Environment

- (g) Support a precautionary approach to environmental challenges and work to limit its environmental impact;
- (h) Undertake initiatives to promote greater environmental sustainability;
- (i) Encourage the development and diffusion of environmentally friendly technologies;

Anti-Corruption

- (j) Work against corruption in all its forms, including extortion and bribery.

Together: the “**ING Procurement Sustainability Standards**”

4.2 Supply chain

Supplier shall procure that all subcontractors and parties within its supply chain contracted by supplier to provide the services to ING will be compliant with the ING Procurement Sustainability Standards or similar standards which are aligned with the spirit of the ING Procurement Sustainability Standards by sufficiently addressing the four issue areas covered above (Human Rights, Labour, Environment and Anti-Corruption).

5. EVIDENCE AND MONITORING

- 5.1.1 Supplier shall upon first written request of ING demonstrate that it complies and has complied with this ISTE within a reasonable timeframe outlined by ING since Supplier subscribed to the ISTE standards.
- 5.1.2 Supplier shall establish policies and procedures to raise and remedy (alleged) violations of the ISTE.
- 5.1.3 ING is entitled to audit, or have audited by an independent third party, Supplier's operations, records, processes, procedures, arrangements, standards or other relevant documents to verify compliance by Supplier with the ISTE, on the condition that i) such third party is bound by appropriate confidentiality obligations, ii) the audit does not require access to information related to Supplier's other customers, and iii) the audit does not require Supplier to breach any applicable laws.
- 5.1.4 Supplier shall promptly notify ING should it become aware that Supplier, or any of its group companies or subcontractors involved in the delivery of services to ING, provides goods or services to ING that have a direct or indirect Ultra High Risk country involvement.
- 5.1.5 If permitted by applicable law, Supplier shall promptly notify ING should it become aware that Supplier, or any of its group companies or subcontractors involved in the delivery of services to ING, is directly or indirectly involved in any business or actions that directly or indirectly (i) violate any relevant economic or financial sanctions that are imposed, administered or enforced from time to time by relevant competent authorities, (ii) violate any relevant trade embargoes that are imposed, administered or enforced from time to time by relevant competent authorities, including applicable export trade regulations and trade embargoes for goods that are either dual-use and/or shipped to a prohibited destination or (iii) violate any other provision in this ISTE.

6. BREACH AND REMEDY

- 6.1.1 If it is established through compelling evidence that Supplier has breached any of the standards or provisions in this ISTE, ING shall notify Supplier thereof and grant Supplier a reasonable period to remedy such breach and Supplier shall within thirty days after this notification provide ING with a corrective action plan to remedy such breach.
- 6.1.2 If Supplier has not delivered the aforementioned corrective plan and/or has not remedied such breach after the period determined by ING, then ING is entitled to terminate all agreements between Supplier and ING.

7. REFERENCES

The UN Global Compact's ten principles in the areas of human rights, labour, the environment and anti-corruption enjoy universal consensus and are derived from:

- The Universal Declaration of Human Rights
- The International Labour Organization's Declaration on Fundamental Principles and Rights at Work
- The Rio Declaration on Environment and Development
- The United Nations Convention Against Corruption

More information can be found on <http://www.unglobalcompact.org>

8. ACCEPTANCE

By signing this ISTE, Supplier acknowledges having read, understood and accepted the requirements described in the ISTE. Supplier agrees to abide by the terms of the ISTE and acknowledges that strict compliance with the ISTE is required to achieve and maintain the status of Supplier to ING.

Company :

Name :

Position :

Date :

Place :

Signature :