

INFORMATION SHEET

Cash Management Products

Version n. 2/2024

BANK INFORMATION

ING Bank N.V., Milan Branch

Registered and administrative offices: Milan, Viale Fulvio Testi, 250

Client's office: Milan, Via Santa Margherita, 16

For calls from Italy: 02 55226 1

For calls from abroad: +39 02 55226 1

Internet site: www.ing.com

Enrolled in the Register of Banks under no. 5529

A.B.I. Code 3475.1

Company Register and Tax Code 11241140158

VAT no. 11241140158

Member of the Interbank Deposit Protection Fund Dutch statutory Deposit Guarantee Scheme, executed by De Nederlandsche Bank N.V. (Dutch Central Bank) (DNB)

WHAT ARE CASH MANAGEMENT PRODUCTS?

Centralised cash management is a challenging task for companies particularly when they operate world-wide on an international scale.

ING Bank N.V., Milan Branch (ING Bank), under a framework agreement, provides the following range of products to enable its Corporate Customers to have full visibility, access and control over their liquidity across companies, geographies and currencies:

Domestic Cash Balancing: allows to automated sweeps/fundings between Master Account and Participating Accounts in one single country. The Participating Accounts will be funded even if the available balance of the relevant Master Account is exceeded. Guarantee and/or pledge on credit balances could be required;

Cross Border Cash Balancing: allows to automated sweeps/fundings between Master Account and Participating Accounts across multiple countries. The Participating Accounts will be funded even if the available balance of the relevant Master Account is exceeded. A separate guarantee could be required.

ING BMG Funding and Sweeping: Cross Border Cash Balancing having the Master with Bank Mendes Gans

International Cash Funding and Sweeping: allows to automated sweeps/fundings between Master Account and Participating Accounts across multiple countries but a transfer will take place only if the available balance on the (relevant) Master Account is sufficient for that transfer;

Multi Bank Funding and Sweeping: allows to automated sweeps/fundings between an ING account (as Master Account) and a Third Bank account;

Reversed Multi Bank Funding and Sweeping: allows to automated sweeps/fundings between an ING account (as Participant Account) and a Third Bank account;

InterCompany Loan Administration: facilitates the administration of intercompany loans that are created by cash balancing;

Virtual Bank Account Payables and Receivables: a bespoke type of current account that almost instantly sweeps funds to and from a Master Account on individual transaction basis. Virtual bank account structure can be cross-border, as long as the accounts are in the same currency, and multi-entity.

THE MAIN RISKS OF CASH MANAGEMENT PRODUCTS

With regard to the provision of the services, there are no special risks that are not already included in normal banking business, such as staff strikes, etc. The main risk is the unfavourable changes of terms and conditions. However this risk is

limited by the corresponding right of relevant Account Holder and Cash Management Coordinator to withdraw from the agreement within 60 days of the notification of the changes, and to obtain, at the time of termination of such agreement, the application of term and conditions previously applied.

Other risks are related to the loss or theft of identification data and passwords to access the account via Internet, but these risks may be mitigated if the account holder complies with the common rules of caution and care.

ECONOMIC CONDITIONS

Cash Management

Domestic Cash Balancing

Domestic Cash Balancing Set-Up	€	20.00	One off
Domestic Cash Balancing Amendment ¹	€	20.00	One off
Domestic Cash Balancing Maintenance	€	35.00	per account, per month

Cross Border Cash Balancing²

Cross Border Cash Balancing Set-Up	€	20.00	One-off
Cross Border Cash Balancing Amendment ¹	€	20.00	One-off
Cross Border Cash Balancing Maintenance	€	75.00	per account, per month

International Cash Funding & Sweeping

ICFS Set-Up	€	20.00	One off
ICFS Amendment ¹	€	20.00	One-off
ICFS Maintenance	€	75.00	per account, per month

MultiBank Funding and Sweeping and Reversed MultiBank Funding and Sweeping

Multibank Funding & Sweeping Set-Up	€	100.00	One off
Multibank Funding & Sweeping MT101 Set-Up	€	3,000.00	One off
Multi Bank Funding & Sweeping Maintenance	€	125.00	per account, per month
Multi Bank Funding & Sweeping Amendment ¹	€	100.00	One off

Intercompany Loan Administration

ICLA Set-Up	€	150.00	One off
ICLA Amendment ¹	€	250.00	One off
ICLA Maintenance	€	30.00	per account, per month

Virtual Bank Account (VBA)

Virtual Bank Account Set-Up	€	20.00	One off
Virtual Bank Account Service	€	75.00	per VBA per month (excluded transactions and reporting) ³
Virtual Bank Account Amendment ¹	€	20.00	One off

(1) An Amendment corresponds to the definition of "Operating Amendments" in Schedule 1 "ING Cash Management Conditions" of the ING Cash Management Agreement

(2) Including ING BMG Funding and Sweeping

(3) For fees relating to transaction and reporting please refer to the relevant pre-contractual transparency document of the current account. Please also note that Virtual Bank Accounts (VBA) have to be linked to a Master current account and that Master current account will also be used as charge account for all underlying Virtual Bank Accounts

TERMINATION AND COMPLAINTS

Termination

ING Bank and the Cash Management Coordinator may at any time and at its sole discretion terminate the agreement in whole or in part by giving at least at least 15 Business Days prior written notice. In addition, each Account Holder may resign may at any time and at its sole discretion from the agreement by written notice to the ING Bank with a copy to the Cash Management Coordinator.

Maximum time for closing the contractual relationship

Upon termination of the agreement any intraday limits and any cash balance limits will be cancelled and any debit balances must be settled immediately. Upon resignation by an Account Holder any intraday limits and any cash balance limits provided to the resigning Account Holder will be cancelled and any debit balances must be settled immediately.

Complaints

A client wishing to make a complaint against ING Bank must follow the procedure found at <https://www.ing.it/collegamenti-utili/reclami.html>. If the Client is not satisfied with the outcome of the complaint procedure or has not received a reply within 60 calendar days, it may file a claim with the Italian Banking and Financial Arbitrator (Arbitro Bancario Finanziario - ABF), following the rules available at www.arbitrobancariofinanziario.it. The procedure with the ABF shall exempt the Client from the mandatory mediation procedures indicated below.

To resolve out of court disputes relating to the Services, and meeting the requirement of preliminary mediation set forth in Legislative Decree No. 28/2010, the Client and ING Bank may resort to the "Conciliatore BancarioFinanziario", in accordance with the rules available at www.Conciliatorebancario.it, or to another ADR scheme enrolled in the registry held by the Ministry of Justice and specialising in disputes related to banking and financial services.

DEFINITIONS

Account Holder	means the Cash Management Coordinator, (each) Master Account Holder and each Participating Account Holder specified in the agreement.
Business Days	means a day on which ING offices are open in each country in which an account is held and (in the case the applicable currency is not EUR) in the principal financial centre of the country of the applicable currency.
Cash Management Coordinator	means the Company appointed by each Account Holder as its agent (mandatario con rappresentanza), conferring him the power to bind it in connection with the agreement including, without limitation, to, in its name and on its behalf: (i) agree any of the changes, amendments and waivers made;(ii) receive and give notices, approvals, instructions and other communications; (iii) agree fees; and (iv) sign any document and take any other actions required in connection with the agreement, with the express authorisation to act also in all cases of conflict of interest (conflitto di interessi) and self-dealing (contratto con se stesso), in accordance with Articles 1394 and 1395 of the Italian Civil Code.
Master Account	means the relevant master account held by (each) Master Account Holder and specified from time to time in the agreement.
Participating Account	means a participating account held by a participating account holder and specified from time to time in the agreement.
Transfer	means a transfer of funds from a Participating Account to (each) Master Account or from (each) Master Account to a Participating Account.