

Corporate Agent Appointment

With this Power of Attorney ('PoA') a client appoints a legal entity as its Corporate Agent to perform such acts as explicitly granted below.

The Client

Name and legal status

Street name and number

Postal code and city

Country

Additional information

The Corporate Agent

Name and legal status

Street name and number

Postal code and city

Country

Additional information

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 its or their branches ('ING').

As from the date of receipt by ING this duly signed PoA will supplement any and all previous PoAs, unless one of the below option is checked:

- This PoA replaces any and all previous PoAs
- This document serves as a revocation of any and all previous PoAs

By this PoA the Client appoints and authorises the Corporate Agent, subject to the conditions in Clause 4, to perform for and on behalf of the Client (including its foreign branches) each of the following acts through a channel, payment instrument or as otherwise agreed (check appropriate options):

1. Scope

1.1

Account reporting and payments

Check appropriate account options in Appendix 1, if applicable. Any powers on accounts will be granted to the Corporate Agent by filling in Appendix 1. The following powers can be granted:

- **View reporting**
Receive statements, reports and information with respect to the account(s) and other payment products and services;
- **Credit transfers**
Initiate payment transactions (with the exclusion of (SEPA) direct debit collections) with respect to the account(s), including amendment and revocation thereof and refusal and/or request of a recall or refund of direct debit collections initiated by a creditor of the Client;
- **Direct debits**
Initiate (SEPA) direct debit collection transactions with respect to the account(s), including amendment and revocation thereof.

1.2

Financial markets

Receive statements, reports and information with respect to financial markets products;
Initiate financial markets transactions that are available through an ING channel including amendment and termination thereof;
Confirm and/or dispute financial markets transactions.

1.3

Lending services

Receive statements, reports and information with respect to lending products;
Initiate transactions with respect to lending products and/or services, including, but not limited to repricing, make drawdowns and prepayment.

1.4

Trade finance

Receive and request reports and information and request or initiate transactions with respect to trade finance products and/or services, including, but not limited to documentary collections, letters of credit, guarantees and receivables finance.

1.5

Services regarding bank accounts, products and services

Perform all acts to prepare the ING agreement(s) required for the Client to open, amend and terminate bank accounts and/or to obtain, amend and terminate other products and/or services.

The Client acknowledges that the Corporate Agent may provide to ING and that ING may make (electronically) available to the Corporate Agent by way of prefilling the Client's company data and relevant personal data of authorised representatives (which includes first name, surname, date of birth, contact details as well as other personal data required in accordance with local legislation) which are necessary for the purpose of this request in order for the Client to enter into such agreement. Information registered at ING may have been made available by third parties (such as information from the trade register).

The Client acknowledges that it shall check each relevant ING agreement before signing it and shall ensure that the Corporate Agent shall observe and comply with all applicable privacy laws and regulations.

1.6

Services regarding viewing and updating Client information contained in ING's records

View and request updates on the Client's company data and relevant personal data of authorised representatives or other persons associated with the Client in ING's records (which includes first name, surname, date of birth, contact details as well as other personal data required in accordance with local legislation), which data may also have been made available by third parties (such as information from the trade register).

The Client shall ensure that the Corporate Agent shall observe and comply with all applicable privacy laws and regulations.

1.7

Services regarding communications from ING to Client

Receive communications with respect to products, services, agreements and/or terms and conditions on behalf of the Client and to accept amendments thereto to the extent required.

The Client acknowledges that ING has met its communication requirements by sending communications to the Corporate Agent.

2.

Appoint Users

(Electronically through a channel, on paper or otherwise) appoint one or more natural persons as user ('User') that have the authority to perform administrative acts as granted under this PoA and/or transactional acts (to the extent granted under Clause 1 hereof) and amend and revoke such authorisation. A User with the authority to perform administrative acts may appoint Users to perform transactional acts, whether or not such User itself is empowered to perform such transactional acts. User authorisations will subsequently be determined and set up by the Corporate Agent and indicated in a form and format as required by ING.

3.

Manage accounts, products and services

Add, modify or remove to/from the Corporate Agent's ING channel or otherwise manage the Client's accounts or any other products or services related thereto; 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.

4.

Conditions

This PoA is subject to the following conditions:

- 4.1. The Corporate Agent is fully competent to severally perform all acts hereunder. This PoA shall apply irrespective of what is recorded in any public register in respect of the Corporate Agent.
- 4.2. The Corporate Agent 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 above acts, including, without limitation, supplying information, sending and receiving notices, consenting to and executing amendments, accession and resignation agreements.
- 4.3. The Client acknowledges and agrees that any power granted to the Corporate Agent or to be granted on the basis of and in accordance with this PoA shall apply to all its accounts (including, but not limited to payment/current accounts, fixed term deposits and saving accounts in whatever currency) as specified in Appendix 1 hereto.
- 4.4. The Client will at ING's request ratify and confirm all acts performed by the Corporate Agent and/or any User.
- 4.5. The Client further agrees and acknowledges that any power granted by the Corporate Agent before the date hereof to any User, shall as of the date hereof be deemed given also on the basis of this PoA. Any acts performed on the basis of such powers of attorney and any powers of attorney granted after the date hereof shall be deemed to have been given by the Client, whether or not such PoA specifies that authority has been granted on behalf of the Client. The Client cannot claim any unauthorised transaction with ING. ING will not be liable for any legal acts so performed by any User.
- 4.6. 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.
- 4.7. 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 PoA granted to any User.
- 4.8. 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 it has been amended or revoked. ING may continue the execution of any instruction that has been given to ING by, or through, the Corporate Agent before or shortly after ING has received notification of the amendment or revocation of this PoA if ING cannot reasonably prevent the execution thereof.
- 4.9. If the PoA granted to the Corporate Agent has been amended or revoked, it shall immediately amend or revoke any powers of attorney granted by it on the basis of this PoA to any User accordingly. The Client shall remain fully liable for any actions performed by any User and cannot claim any unauthorised transaction with ING. ING will not be liable for any legal acts so performed by any User.
- 4.10. This PoA is subject to the provisions of the applicable general banking conditions or corporate banking conditions and the conditions that govern the Corporate Agent's ING channel. Relevant documents can be found via the following links: The ING Wholesale Banking Conditions are available at <https://www.ingwb.com/wbc>. The ING Channel Conditions are available at <https://www.ingwb.com/channel-conditions>. The Privacy Statements of the ING Offices are available at <https://www.ingwb.com/en/service/privacy-statements/privacy-statement>.
- 4.11. This PoA is governed by the laws of the country of incorporation of the Client as specified above.

Signature page to follow

Appendix 1: Accounts

This Appendix 1 relates to the scope option 1.1: Account reporting and payments.

1. Information

This Appendix 1 to the Appointment of Corporate Agent lists the accounts in relation to which power shall be granted. This Appendix 1 may be amended from time to time by the Client in writing (or if possible, through an ING channel) by delivery of a duly signed updated version.

As from the date of receipt by ING this Appendix 1 will supplement any and all previous Appendices 1, unless the below option is checked:

This Appendix 1 replaces any and all previous Appendices 1. Existing powers to accounts not listed below will be revoked.

2. Accounts

The powers granted to the Corporate Agent pursuant to this PoA shall apply to the Client's following accounts:

No powers to the Client's accounts are granted via this PoA

All of the Client's present and future account(s), including, but not limited to, payment/current accounts, fixed term deposits and saving accounts in whatever currency.

View reporting **Credit transfers** **Direct debits**

The Client's following account(s):

Account number	BIC code	View reporting	Credit transfers	Direct debits
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

Signature page to follow



Signed on behalf of

The Client

Full name

Full name

Date

Date

City

City

Signature

Signature
