

## **Terms and Conditions for Virtual General Meetings**

Participating in ING Group's fully virtual General Meeting is subject to these Terms and Conditions for Virtual General Meetings.

Capitalised terms have the meaning as set out in the Annex to these Terms and Conditions for Virtual General Meetings.

# **ING Groep N.V.**

## **Terms and Conditions for Virtual General Meetings**

### **1 INTRODUCTION**

- 1.1** In the event of a Virtual General Meeting, these Terms and Conditions for Virtual General Meetings are applicable to all Shareholders, unless the context requires otherwise.
- 1.2** Shareholders will be provided with the opportunity to attend the Virtual General Meeting through the Online Platform only. The Virtual General Meeting shall be treated as having commenced at the physical place specified in the convocation. If no such physical place has been specified in the convocation, the Virtual General Meeting shall be treated as having commenced at Bijlmerdreef 106, 1102 CT Amsterdam, the Netherlands.
- 1.3** Shareholders may exercise their rights in respect of the Virtual General Meeting via the Online Platform. The Online Platform will be provided by the Online Platform Providers. Shareholders must identify themselves electronically through a secured access on the Online Platform to exercise their rights in respect of the Virtual General Meeting. In addition to the provisions laid down in these Terms and Conditions for Virtual General Meetings, the Terms And Conditions of the Online Platform Providers also apply in respect of the Virtual General Meeting.
- 1.4** Further instructions on the exercise of shareholder rights in respect of the Virtual General Meeting have been included in the convocation of the General Meeting.

### **2 TECHNOLOGY**

- 2.1** Shareholders should, in advance of the meeting, test their internet and/or telephone connection and ensure that they have access to the Online Platform. ING Group will implement the technical infrastructure for the Online Platform in a timely fashion in order to allow Shareholders to test the foregoing. ING Group will make all reasonable efforts to make sure that technical support lines are available for Shareholders during the Virtual General Meeting and for pre-meeting access testing.
- 2.2** There are certain risks for Shareholders in respect of the Virtual General Meeting. These risks include, among other things, any failure or deficiency in virtual meeting equipment, software, network infrastructure, servers, internet or telephone connectivity, video or voice equipment, whether or not caused by an information security incident (which includes any unauthorised use, hacking, a

denial of service attack, a denial of access, any failure or intrusion resulting from the theft or unlawful interception of a password or network access code and any other cyber-attack) or caused by any type of mechanical failure such as any electrical power outage during the Virtual General Meeting. If any of these risks prevent a Shareholder from following the Virtual General Meeting, then this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to attend the Virtual General Meeting does not affect the validity of the Virtual General Meeting or any business conducted at such meeting.

**2.3** If it appears to the Chairman that the Online Platform has become inadequate for Shareholders to attend the Virtual General Meeting, then the Chairman may, at his own discretion, suspend or cancel the meeting, change the sequence of the meeting or proceed with the meeting without the possibility for some or all of the Shareholders to attend the Virtual General Meeting. The Chairman shall communicate this decision to the extent reasonably possible to the Shareholders who attend the Virtual General Meeting.

**2.4** If the Chairman suspends or cancels the Virtual General Meeting, then all business conducted up to the point of the suspension or cancellation will remain valid.

### **3 SHAREHOLDERS' RIGHTS**

**3.1** Each shareholder may follow the Virtual General Meeting via the Online Platform. The Shareholders shall moreover have the right to submit one or more written questions at least 72 hours prior to the start of the Virtual General Meeting in accordance with the instructions as included in the convocation of the General Meeting. Shareholders are also allowed to ask questions during the Virtual Meeting (by using the option as available on the Online Platform), provided that they have duly and timely registered for participation in the Virtual General Meeting via the Online Platform (such registration having been confirmed by ING Group), and duly and timely logged-in on the Online Platform in accordance with the instructions included in the convocation of the General Meeting.

**3.2** The questions submitted by the Shareholders will be answered thematically or otherwise. The aim will be to answer the follow-up questions first during the Virtual General Meeting as the agenda allows. The chairman of the General Meeting may determine that questions will not be answered during the meeting if this is not reasonably possible in view of the order of the Virtual General Meeting. In that event, the answers to such questions will be included as an annex to the notarial record of proceedings of the Virtual General Meeting.

**3.3** Shareholders who have granted an electronic voting proxy in accordance with the notice convening the Virtual General Meeting shall be counted for calculating how many Shareholders are represented at the Virtual General Meeting and

which percentage of the issued and outstanding Share capital of ING Group is represented at the Virtual General Meeting.

- 3.4** In case of any early log-off, the session of the Shareholder will expire. In such events the Shareholder will be allowed to log in again and to re-join the Virtual General Meeting. To the extent such registered Shareholder was logged in via the Online Platform prior to the start of the Virtual General Meeting, such Shareholder will be able to continue to attend the meeting and therefore exercise its right to submit questions, if applicable, during the remaining part of the Virtual General Meeting. In all other circumstances such Shareholder will only be able to follow the meeting.
- 3.5** Shareholders will only be able to cast their vote by granting an electronic proxy with voting instructions to the civil-law notary referenced in the convocation, or her substitute. To that effect, the Shareholders should submit the voting instructions to the civil-law notary in accordance with the instructions included in the convocation. By submitting the voting instructions, the Shareholders grant a proxy to the civil-law notary referenced in the convocation or her substitute to vote on the shares at the Virtual General Meeting in accordance with the instructions. Voting instructions have to be received no later than the date and time included in the convocation. The proxy holder shall cast the votes in accordance with the instructions received in writing prior to the Virtual General Meeting.
- 3.6** The finding by the Chairman on the outcome of a vote by the General Meeting is decisive. The Chairman may inform the Shareholders of the results of such voting item(s) after, during, or at the close of the Virtual General Meeting.
- 3.7** Each Shareholder may request ING Group to send him or her a confirmation of receipt of his or her votes cast on their behalf.

#### **4 AMENDMENTS TO THE TERMS AND CONDITIONS FOR VIRTUAL GENERAL MEETINGS**

The Executive Board is authorised to revoke or amend these Terms and Conditions for Virtual General Meetings at any time, such revocation or amendment will become effective immediately upon the posting thereof on ING Group's website ([ing.com/agm](http://ing.com/agm)), unless decided otherwise.

#### **5 CONTACT**

For any questions about these Terms and Conditions for Virtual General Meetings, please contact Cindy van Eldert-Klep (company secretary of ING Group).

**ANNEX        DEFINITIONS**

Chairman	means the chairman of the Virtual General Meeting
Executive Board	means the Executive Board of ING Group
General Meeting	means the corporate body that consists of Shareholders with voting rights and all other persons with voting rights in ING Group / the meeting of ING Group in which Shareholders and all other persons with meeting rights assemble
ING Group	ING Groep N.V.
Lumi	means Lumi Technologies B.V.
Online Platform	means the online platform provided by the Online Platform Providers on which the Shareholders are able to attend the Virtual General Meeting
Online Platform Providers	means Lumi and ING Bank N.V.
Shareholders	means holders of one or more Shares or holders of a right of usufruct to one or more Shares, provided that each such holder has meeting rights and in respect of casting a vote, that he also has the voting rights attached to such Shares
Shares	means one or more shares in the share capital of ING Group
Terms and Conditions for Virtual General Meetings	means these terms and conditions for virtual general meetings
Terms and Conditions of the Online Platform Providers	means the terms and conditions for the system of the Online Platform Providers as they will read from time to time
Virtual General Meeting	means a General Meeting fully held and conducted via the Online Platform and in which Shareholders are able to follow such General Meeting, to ask questions during the General Meeting and vote only prior to such General Meeting by granting an electronic proxy with voting instructions to the civil-law notary referenced in the convocation, or their substitutes