

Terms and conditions

for General Meetings



At the Annual General Meeting on 14 April 2026 (**2026 AGM**) shareholders may exercise their voting rights in person at Muziekgebouw aan 't IJ, or follow the meeting remotely. Remote participants can ask questions via the Online Platform during the 2026 AGM and can vote only by granting an electronic proxy with voting instructions to the civil-law notary prior to the 2026 AGM. Participating in this General Meeting is subject to these Terms and Conditions for General Meetings.

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

ING Groep N.V.

Terms and Conditions for General Meetings

1 INTRODUCTION

- 1.1 In the event of a General Meeting, these Terms and Conditions for General Meetings are applicable to all Shareholders, unless the context requires otherwise.
- 1.2 Shareholders who will not attend a General Meeting in person at the meeting location and who have access to the Online Platform may follow a General Meeting live via a video webcast through the Online Platform. Shareholders who will follow a General Meeting via a video webcast will have the opportunity to ask questions through a chat function of the Online Platform.
- 1.3 The Online Platform will be provided by the Online Platform Providers. Shareholders must identify themselves electronically through secured access with authentication on the Online Platform to enter the video webcast of a General Meeting. In addition to the provisions set out in these Terms and Conditions for General Meetings, the Terms of Use of the Online Platform Providers ([Evote](#)) also apply in respect of a General Meeting.
- 1.4 Further instructions on the exercise of shareholder rights in respect of a General Meeting will be included in the convocation of the General Meeting.
- 1.5 After convocation of a General Meeting, the Executive Board may, at its own discretion:
 - 1.5.1 change the meeting to a physical only meeting, meaning the cancellation of the video webcast of the meeting through the Online Platform;
 - 1.5.2 change the sequence of the agenda items;
 - 1.5.3 change or restrict the electronic facilities for the meeting; and/or
 - 1.5.4 adjourn the time at which the meeting is to be held.

Such changes will be communicated to the Shareholders on the ING Group website www.ing.com.

2 TECHNOLOGY

2.1 Shareholders following a General Meeting via the video webcast through the Online Platform are advised to test their connection and ensure that they have access to the Online Platform, prior to the start of the General Meeting. ING Group will implement the technical infrastructure for the Online Platform in a timely fashion 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 a General Meeting and for pre-meeting access testing.

2.2 There are certain risks for Shareholders who follow a General Meeting via the Online Platform. 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 a General Meeting. If any of these risks prevent a Shareholder from watching, listening to or otherwise following a General Meeting, this will be for the risk and account of such Shareholder. The inability of one or more Shareholders to follow the video webcast of a General Meeting does not affect the validity of the General Meeting or any business conducted at such meeting.

2.3 If it appears to the Chairperson that the Online Platform has become inadequate for Shareholders to follow a General Meeting, the Chairperson may, at its own discretion:

2.3.1 suspend or cancel the video webcast of the meeting through the Online Platform;

2.3.2 change the sequence of the agenda items; and/or

2.3.3 proceed with the meeting without the possibility for some or all of the Shareholders to follow the General Meeting.

The Chairperson shall communicate this decision to the extent reasonably possible to the Shareholders following the General Meeting live via the video webcast through the Online Platform.

2.4 If the Chairperson suspends or cancels the General Meeting, then all business conducted up to the point of the suspension or cancellation will be valid. A suspended General Meeting may be continued as a physical only meeting meaning without the video webcast of the meeting through the Online Platform.

3 SHAREHOLDERS' RIGHTS

3.1 Shareholders may register:

- 3.1.1** to attend and participate in the General Meeting in person at the meeting location;
 - 3.1.2** to follow the General Meeting live via video webcast through the Online Platform; or
 - 3.1.3** to attend the General Meeting via a proxy holder.
- 3.2** A Shareholder's access to the Online Platform will be cancelled if a Shareholder is registered to follow a General Meeting via the video webcast through the Online Platform but attends the General Meeting in person at the meeting location and is not removed by the Chairperson.
- 3.3** A Shareholder who follows a General Meeting live via the video webcast through the Online Platform may submit questions during a General Meeting in accordance with the instructions included in the convocation. A Shareholder who follows a General Meeting live via the video webcast through the Online Platform shall not have the opportunity to speak and will not be visible during the General Meeting. If Shareholders wish to speak or be visible during the General Meeting, they or their proxies should attend the General Meeting in person.
- 3.4** The questions submitted by the Shareholders will be answered thematically or otherwise. The Chairperson may determine that questions will not be answered during the meeting if this is not reasonably possible in view of the order of a General Meeting.
- 3.5** Shareholders who have granted an electronic voting proxy in accordance with the convocation of a General Meeting shall be included in the calculation of how many Shareholders are represented at a General Meeting and which percentage of the issued and outstanding share capital of ING Group is represented at a General Meeting.
- 3.6** In case of any early log-off from the video webcast through the Online Platform, the session of the Shareholder will expire. In such event the Shareholder will be allowed to log in again and re-join the video webcast of a General Meeting through the Online Platform. To the extent such registered Shareholder was logged in via the Online Platform prior to the start of a General Meeting, such Shareholder will be able to continue to follow the meeting and exercise its right to submit questions during the remaining part of a General Meeting. In all other circumstances such Shareholder will only be able to follow the meeting.
- 3.7** Shareholders who follow a General Meeting live via the video webcast through the Online Platform cannot vote during a General Meeting. These 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 their substitutes. Voting instructions must be received no later than the date and time included in the convocation. The civil-law notary shall cast the votes in accordance with the instructions received in writing prior to a General Meeting.

3.8 The Chairperson's conclusion on the outcome of a vote by the General Meeting is decisive. The Chairperson may inform the Shareholders of the results of such voting item(s) after, during or at the close of a General Meeting.

3.9 Each Shareholder may request ING Group to send a confirmation of receipt of the votes cast on its behalf.

4 AMENDMENTS TO THE TERMS AND CONDITIONS FOR GENERAL MEETINGS

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

5 CONTACT

For any questions about these Terms and Conditions for General Meetings please send an email to agm.pas@ing.com.

Annex: Definitions

Chairperson	means the chairperson of a General Meeting
Executive Board	means the Executive Board of ING Group
General Meeting	means either (i) a meeting held and conducted at a particular place and in which Shareholders are able to participate, or (ii) 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.
Online Platform	means the online platform provided by the Online Platform Providers on which the Shareholders are able to follow the video webcast of a General Meeting and to the extent authorised ask questions during the General Meeting
Online Platform Providers	means Lumi Technologies B.V. 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 the holder 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 General Meetings	means these terms and conditions for 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