

Annex - DealStation

1 DealStation

- 1.1 DealStation as further described in the User Manual will enable you to do Request for Quotes (RFQ) and any other transactions as we may permit under DealStation from time to time.

2 Our Obligations

- 2.1 Upon receipt by us of a request from you to deal ("Deal Request"), we shall submit on-screen to you the terms at which we are prepared to enter into the transaction.
- 2.2 If the price submitted by us differs from the price submitted by you in the Deal Request and/or the transaction is a swap or outright transaction or, as the case may be, a money-market transaction, we shall ask you on-screen to acknowledge on-screen the price, the swap or outright points, or, as the case may be, the interest rate submitted by us.
- 2.3 A transaction can only be executed by you submitting a Deal Request and accepting the price and, if applicable, the swap or outright points or interest rate, quoted by us, by then clicking the relevant option on-screen and receiving back a "Deal logged" confirmation, irrespective of any statement made by you or us through the on-screen chat facility or otherwise.

3 Your obligations

- 3.1 If you send us a Deal Request which cannot be processed, or if we are disconnected, then you will be informed on-screen and the Deal Request will be deemed withdrawn.
- 3.2 You accept full liability for any losses incurred through failing to inform us immediately for any inappropriate use of DealStation. We will assume that each communication inquiry and Deal Request received from any person using a valid Username and password, a Digipass or a bankcard is made by the person to whom the Username and password, the Digipass or the bankcard, as the case may be, was assigned.
- 3.3 You acknowledge that access to DealStation may be restricted and/or prohibited by law and/or regulation in certain jurisdictions. You undertake to comply with all laws applicable to such access. You hereby agree to indemnify us against any liabilities, damages, expenses, costs, claims or fees, including any taxes thereon, resulting from any access or use of DealStation from a jurisdiction in or from which such access or use is prohibited.

4 Counterparty

- 4.1 You agree that we have not provided and will not provide you with advice regarding the entering into of any transaction and that each transaction you enter into with us is solely in reliance on your own commercial judgement. You further agree and acknowledge that we will be your counterparty in connection with each transaction.

5 ISDA / ABD

- 5.1 Transactions will be effected in accordance with established commercial practice and procedures in the jurisdiction or market in which the transactions take place. You confirm that applicable terms and conditions as well as any transaction related agreement entered into between the you and us such as the 1992 or 2002 ISDA Master Agreement (Multi-Currency-Cross Border), the Raamovereenkomst Financiële Derivaten or the Algemene Bepalingen Derivatentransacties of 2001 will govern the transactions entered into pursuant to the EBCs. In the event of any conflict regarding which of such agreements and/or terms and conditions and the EBCs will supersede, said agreements and/or terms and conditions will prevail over the EBCs and one another in the order mentioned above.