

ADDITIONAL TERMS AND CONDITIONS FOR CROSS-BORDER USE OF DUTCH CREDIT CLAIMS AS COLLATERAL FOR INTRADAY CREDIT AND MONETARY POLICY OPERATIONS

These additional terms and conditions apply - in addition to and/or in deviation from the legal and operational provisions included in the “CCBM Procedures for Eurosystem Counterparties” (as published on www.ecb.int) - when a counterparty (the ‘Counterparty’) wishes to submit and use credit claims within the meaning of EU Directive 2002/47 (as amended) which are governed by Dutch law (‘Dutch Credit Claims’) as collateral for central bank credit provided or to be provided by their home central bank (the ‘HCB’), in which case De Nederlandsche Bank (‘DNB’) will act as correspondent central bank (‘CCB’).

1. Provision of Dutch Credit Claims Collateral

1.1 Collateral for central bank credit provided or to be provided by the HCB in the form of Dutch Credit Claims (‘Dutch Credit Claims Collateral’) shall be provided only:

- (a) to the HCB directly, which means that no Dutch Credit Claims Collateral shall be held by DNB on behalf of the HCB (neither legally nor economically) notwithstanding any powers to be exercised or duties to be performed in respect of such Dutch Credit Claims Collateral by DNB on behalf of the HCB under these additional terms and conditions; and
- (b) by way of an undisclosed transfer of title in the Dutch Credit Claims Collateral to the HCB under a title transfer financial collateral arrangement, to be effectuated by a deed of assignment substantially in the form of a model deed of assignment to be provided by DNB to the Counterparty upon request of the Counterparty (‘Deed of Assignment’).

1.2 If the Counterparty intends to provide Dutch Credit Claims Collateral to the HCB, it shall:

- (a) communicate such intention to DNB’s Payments and Securities Department (in Dutch: “Afdeling Betalingsverkeer en effecten”) by means of a SWIFT message MT598, directed to “ECMSNL2A CCB”, containing data as stated in the Attachment hereto;
- (b) communicate such intention to the HCB stating that it intends to transfer Dutch Credit Claims Collateral to the HCB; and
- (c) submit the following documents to DNB:
 - (i) three originals of a Deed of Assignment listing the relevant Dutch Credit Claims, which have been executed by an authorised signatory of the Counterparty (‘Authorised Signatory’) and which have been legalised and/or notarised whatsoever as DNB may reasonably deem fit; and
 - (ii) digital copies of (1) the agreement(s) giving rise to the relevant Dutch Credit Claims, (2) documents relating to any rights of the Counterparty which are accessory to or dependant of the relevant Dutch Credit Claims and (3) any other documents which may be of relevance in connection with the relevant Dutch Credit Claims sent through a secure email connection..

1.3 After execution and registration of the Deeds of Assignment, DNB will inform the Counterparty and the HCB thereof by sending the Counterparty and the HCB a SWIFT message MT598.

- 1.4 After having been informed by DNB in accordance with 1.4 above, the Counterparty can effectuate the actual mobilisation of the Dutch Credit Claims Collateral (i.e. such Dutch Credit Claims Collateral effectively being collateralised for the extension of central bank credit by the HCB to the Counterparty) by notifying it's HCB that they need to send a SWIFT message MT540 to DNB's Payments and Securities Department, on the understanding that such mobilisation shall only take place on the same day if:
- (a) such SWIFT message MT540 has in any case reached DNB's Payments and Securities Department at the latest at 5.30 pm CET; and
 - (b) if such SWIFT message MT540 has been sent after 5.00 pm CET, it has been advised to DNB's Payments and Securities Department in advance.

2. Authorised Signatories of the Counterparty

- 2.1. In order to enable DNB to verify the Counterparty's signatures, the Counterparty shall provide DNB with an updated list of Authorised Signatories and their signatures in a form reasonably acceptable to DNB ('Signatory List'), at the latest together with the submission of documents referred to in section 1.2(c) hereof.
- 2.2 Any change to the Signatory List shall be notified by the Counterparty to DNB without delay and cannot be invoked against DNB to the extent DNB relies on the original Signatory List before it has become aware of such change.

3. Valuation and management of Dutch Credit Claims Collateral

The rules and procedures as described in DNB's Monetary Policy Transaction Manual shall apply to the valuation and to the management of Dutch Credit Claims Collateral held by the HCB.

4. Release of Dutch Credit Claims Collateral

- 4.1 Applications for the release of Dutch Credit Claims Collateral held by the HCB shall be communicated by the Counterparty to the HCB in accordance with the Deeds of Assignment, upon which the HCB will communicate the necessary instructions to DNB.
- 4.2 The Counterparty can effectuate the actual release of the Dutch Credit Claims Collateral (i.e. such Dutch Credit Claims Collateral effectively being excluded from the pool of assets which have been collateralised for the extension of central bank credit by the HCB to the Counterparty) by notifying it's HCB that they need to send a SWIFT message MT542 to DNB's Payments and Securities Department, on the understanding that such release shall only take place on the same day if:
- (a) such SWIFT message MT542 has in any case reached DNB's Payments and Securities Department at the latest at 5.30 pm CET; and
 - (b) if such SWIFT message MT542 has been sent after 5.00 pm CET, it has been advised to DNB's Payments and Securities Department in advance.
- 4.3 Subsequently, DNB shall on behalf of the HCB execute a deed of reassignment - to be provided by DNB to the Counterparty upon request of the Counterparty - ('Deed of Reassignment') and send such Deed of Reassignment to the Counterparty, which Deed of Reassignment will be executed by an Authorised Signatory on behalf of the Counterparty and returned to DNB. After receipt of the Deed of Reassignment, DNB will register such Deed of Reassignment and inform the Counterparty and the HCB thereof.

5. Realisation of Dutch Credit Claims Collateral

In case of realisation of Dutch Credit Claims Collateral held by the HCB, DNB will on behalf of the HCB collect and/or transfer the relevant Dutch Credit Claims in accordance with the Deeds of Assignment. DNB shall only comply with the instructions from the HCB. Before realisation, DNB will on behalf of the HCB send a notification to the debtors and - where relevant - the guarantors of the relevant Dutch Credit Claims in accordance with the Deeds of Assignment.

6. Costs and fees

Any third-party costs and fees charged to DNB in connection with Dutch Credit Claims Collateral held by the HCB shall be debited on to the Counterparty.

7. Liability

DNB shall not be liable to the Counterparty for any loss or damage arising from any exercise, or failure to exercise, any of its rights or duties with respect to the Dutch Credit Claims Collateral, whether acting on behalf of the HCB or otherwise, except loss or damage arising from gross negligence or wilful misconduct on the part of DNB.

8. Partial invalidity

If, at any time, any provision of these additional terms and conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of the relevant provision under the laws of any other jurisdiction will in any way be affected or impaired.

9. Amendments

DNB is authorised to amend these additional terms and conditions unilaterally and shall publish the amended additional terms on www.dnb.nl.

10. Governing law and jurisdiction

9.1 These additional terms and conditions as well as any legal relationship which is or may come into existence between the Counterparty on the one hand and the HCB and/or DNB on the other hand in relation to Dutch Credit Claims Collateral - including, for the avoidance of doubt, the obligation of the Counterparty to transfer Dutch Credit Claims Collateral to the HCB as contained in any Deed of Assignment - is governed by Dutch law, notwithstanding any stipulation to the contrary in any other document or written or oral agreement governing the legal relationship between the Counterparty, the HCB and/or DNB.

9.2 The courts of Amsterdam, the Netherlands, have exclusive jurisdiction to settle any dispute arising from or in connection with these additional terms and conditions, including any dispute regarding the existence, validity or termination of these additional terms and conditions ('Dispute'). This section 9.2 is solely for the benefit of the HCB and DNB. As a result, the HCB and/or DNB shall not be prevented from initiating proceedings relating to a Dispute in any other courts that have jurisdiction. To the extent permitted by law, the HCB and/or DNB may initiate concurrent proceedings in any number of jurisdictions.

ATTACHMENT: SPECIFICATIONS OF SWIFT MESSAGE MT598 TO BE SENT TO ECMS

Detail of MT598 Bank Credit Claim Request Proprietary Message						
Status	Tag	Qualifier	Generic Field Name	Detailed Field Name	Content/Options	No.
M	20			Client Transaction Reference Number	16x	1
M	12			Sub-Message Type	3!n (= 511)	2
M	77E			Proprietary Message	73x [n*78x]	3
Detail of Proprietary Message Field of 77E tag						
Mandatory Sequence A General Information						
M	16R			Start of Block	GENL	4
M	20C	4!c	Reference	(see qualifier description)	:4!c/16x	5
M	23G			Function of the Message	4!c[4!c]	6
-----> Repetitive Optional Subsequence A1 Linkages						
M	16R			Start of Block	LINK	7
O	13A	LINK	Number Identification	Linked Message	:4!c/3!c	8
M	20C	4!c	Reference	(see qualifier description)	:4!c/16x	9
M	16S			End of Block	LINK	10
----- End of Subsequence A1 Linkages						
M	16S			End of Block	GENL	11
End of Sequence A General Information						
Mandatory Sequence B Deposit Details						
M	16R			Start of Block	LDDDET	12
----->						
M	20a	4!c	Reference	(see qualifier description)	:4!c/25x	13

O	22F	4!c	Indicator	(see qualifier description)	:4!c/[8c]/4!c	14
----->						
M	98A	4!c	Date	(see qualifier description)	:4!c/8!n	15

----->						
M	19B	4!c	Amount	(see qualifier description)	:4!c/3!a15d	16

M	22H	INTP	Indicator	Interest rate Type	:4!c/4!c	17

O	17B	ELGG	Flag	Eligibility through Guarantor	:4!c/1!a	18
-----> Repetitive Mandatory Subsequence B1 Bank Loan Parties						
M	16R			Start of Block	BLPRTY	19
----->						
M	95a	4!c	Party	(see qualifier description)	P, R or U	20

----->						
M	94a	4!c	Place	(see qualifier description)	C, D or G	21

----->						
O	13a	4!c	Number Identification	(see qualifier description)	A, B or C	22

O	92A	PBDF	Rate	Probability of Default	:4!c/[N]15d	23
M	16S			End of Block	BLPRTY	24
M	16S			End of Block	LDDDET	25
----- End of Subsequence B1 Bank Loan Parties						
End of Mandatory Sequence B Deposit Details						