

Netherlands Annex

Annex I

Supplemental Terms and Conditions (For Dutch domestic transactions)¹

Paragraph references are to paragraphs in the Agreement:

1. The following elections shall apply:

(.....)

2. The following Supplemental Terms and Conditions shall apply:

Pursuant to the terms of paragraph 1 of the Agreement, Buyer and Seller agree to be governed by the Supplemental Terms and Conditions stated herein. To the extent that any provisions in these Supplemental Terms and Conditions are in conflict or inconsistent with provisions contained in the Agreement the provisions of these Supplemental Terms and Conditions shall prevail. Capitalised terms used herein and not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.

- (a) All repurchase transactions entered into between Party A and Party B prior to the date of the Agreement which are outstanding at the date of the Agreement are hereby deemed to be entered into pursuant to the Agreement and are governed by its terms.
- (b) All buy and sell back transactions entered into between Party A and Party B prior to the date of the Agreement which are outstanding at the date of the Agreement are hereby deemed to be entered into pursuant to the Agreement and are governed by its terms.
- (c) If either of the parties hereto is granted a suspension of payments or is declared bankrupt in insolvency proceedings under Netherlands law, then, if and to the extent that the Default Market Value cannot, under Netherlands insolvency law, be calculated as per close of business on the first or, as the case may be, the second dealing day in the appropriate market after the day of the relevant Event of Default, the Default Market Value shall be calculated as at close of business on the day of the relevant Event of Default or, if that day is not a dealing day, on the dealing day prior to the day of the relevant Event of Default.
- (d) Contrary to the provisions of paragraph 17 thereof, the Agreement and any Transaction there under shall be governed and construed in accordance with the laws of the Netherlands and all legal terms and expressions used therein shall be interpreted accordingly. If any legal concept used in the Agreement does not exist under the laws of the Netherlands, the legal concept which is nearest to that concept shall apply. Consequently, all references therein to English law shall be without effect. Furthermore, all references in the Agreement relating to UK tax shall be disregarded except in the case of Transactions involving Securities located in the UK or issued pursuant to English law. In addition, the Buyer and the Seller irrevocably

¹ Provisions to be incorporated in Annex I, in addition to other supplemental provisions to be agreed between the parties, if both parties are organised under the laws of the Netherlands.

submit, for all purposes of or in connection with the Agreement and each Transaction, to the jurisdiction of the competent Court in Amsterdam.

- (e) The Buyer shall not be obliged to transfer to the Seller or its agent Equivalent Securities upon termination of a Transaction as provided for in paragraph 3(f) of the Agreement, if and whenever such transfer is not reasonably practicable. Should such circumstances occur, the Buyer shall be fully discharged if it transfers to the Seller an amount of money based on the last available price of those Securities plus the aggregate amount of Income which, as of such date, has accrued but not yet been paid in respect of the Securities to the extent not included in such price as of such date.
- (f) Paragraph 9 of the Agreement is hereby extended by inserting the following representations and warranties at the end thereof:
 - “(j) none of the events (without regard to any provision requiring the lapse of time or the giving of notice or both) specified in paragraph 10 (as extended in paragraph (j) hereafter) has occurred in relation to it and is continuing or would occur by reason of its entering into or performing its obligations under the Agreement or any Transaction;
 - (k) there are no legal, administrative, arbitration or equivalent proceedings pending or, so far as it is aware, threatened against it which, if determined against it, might reasonably be expected to impair its ability to perform its obligations under any Transaction;
 - (l) there has been no material adverse change in its financial condition since the last day of the one-year period covered by its most recently prepared and disclosed year-end financial statement.”
- (g) The representations and warranties as made in paragraph 9 (and as amended and supplemented hereby) shall continue during the term of the Agreement.
- (h) Without prejudice to the provisions of paragraph 10 of the Agreement, each party hereby acknowledges that if it is the Defaulting Party for the purpose of such paragraph, it shall not at any time be entitled to require payment of, and the non-Defaulting Party shall be under no obligation to repay, the whole or any part of any sum owing to the Defaulting Party until all moneys, liabilities and obligations, actual or contingent, which shall at any time or times be due or owing or payable to the non-Defaulting Party on any account and in any manner whatsoever by the Defaulting Party and all costs and expenses which the non-Defaulting Party may incur in enforcing or maintaining its rights hereunder or in obtaining payment from the Defaulting Party or attempting to do so have been completely and unconditionally paid, satisfied and discharged in full.
- (i) The wording between parentheses in paragraph 10(a)(iv) shall be replaced by the following: (except in the case of an Act of Insolvency as mentioned in paragraphs 2(a)(iii), (iv) or (v) in which case no such notice shall be required).
- (j) Paragraph 10(a) of the Agreement is hereby extended by the following additional Events of Default:
 - (ix) the occurrence or existence of a default, event of default or other similar condition or event in respect of Seller or Buyer under one or more agreements or instruments relating to any financial indebtedness of any of them in an aggregate amount of not less than the threshold amount being the

