

Annex – Standardised Corporate Environment (SCORE)

1. SCORE

This annex regulates the use of the SWIFT Messaging Services within SCORE, which is set-up and administered by SWIFT, to exchange SWIFT Messages between you and us:

- (a) you can electronically transmit SWIFT messages (including SWIFT Messages which contain Instructions) within SCORE to us or a PAB to be processed as described therein, on your behalf and on behalf of any of your Group Members (each when approved by us, a “Customer”) in relation to particular Operating Accounts;
- (b) we and the PABs will receive and process your SWIFT Messages, where appropriate forward the Instructions contained in them to the relevant ABNAMRO Group Members, and provide Information (including from an ABNAMRO Group Member) to you, acting on your own behalf or on behalf of any Customers;
- (c) each ABNAMRO Group Member is authorised to regard Instructions as valid and binding instructions;
- (d) we, and each PAB, will use the SWIFT Messaging Services within SCORE to enable our self and/or other ABNAMRO Group Members to provide Banking Services to you and the Customers, as the case may be. Such Banking Services are outside the scope of this annex.

2. Our obligations

- (a) we, and each PAB, will remain to be an Authorised SWIFT Participant;
- (b) we will, and will procure that each PAB will, provide the electronic communication services described in the Bulk Channels set-up form and/or Swift Fin set-up form through the use of the SWIFT Messaging Services within SCORE. We will exercise reasonable skill and care in the use of the SWIFT Messaging Services;
- (c) we, and each PAB, will comply with all requirements relating to SCORE and the SWIFT Messaging Services, including security requirements and requirements relating to SWIFT Messages, arising out of the SWIFT Agreement or the SWIFT Documentation, in connection with SCORE;
- (d) we will, and will procure that each PAB will, provide the electronic communication services described in Bulk Channels set-up form and/or Swift Fin set-up form through the use of the SWIFT Messaging Services within SCORE.

3. Your obligations

You will:

- (a) remain to be an Authorised SWIFT Participant;
- (b) comply with all requirements relating to SCORE and the SWIFT Messaging Services, including security requirements and requirements relating to SWIFT Messages, arising out of the SWIFT Agreement or the SWIFT Documentation, in connection with SCORE;
- (c) exercise reasonable skill and care in the use of the SWIFT Messaging Services;
- (d) if requested to do so by us, in writing from time to time, enter into contractual arrangements as we reasonably requests in order to extend the benefit of SCORE to each PAB and/or each other ABNAMRO Group Member; and you also irrevocably authorise us to enter into such contractual arrangements on your behalf;
- (e) at all times comply with our, and each PAB’s, requirements as set out in the User Guides, and such reasonable instructions and recommendations as we provide to you from time to time in relation to the use of SCORE and the SWIFT Messaging Services; and confirm that it has assessed the security arrangements relating to its access to and use of the SWIFT Messaging Services within SCORE and concluded that they are adequate to protect its interests and those of the Customers;
- (f) immediately notify us if you become aware of or suspects any breach or compromise of the security of SCORE or the SWIFT Messaging Services.

4. Reliance on instructions

In determining that a SWIFT Message has been sent by you:

- no regard shall be had to any steps, or any information provided with the SWIFT Message, which go beyond what is mandated at the time by the SWIFT Documentation and User Guides, as applicable, with a view to identifying you as the sender of the SWIFT Message; and
- we and the PABs are not required to make any subjective judgement as to the appropriateness of the SWIFT Message or any accompanying signature or certificate or otherwise.

5. Termination and suspension

- (a) Your use of the SCORE will terminated by notice of us in any of the following circumstances:
 - if you are no longer an Authorised SWIFT Participant;

- if SWIFT has ceased to provide, and not resumed providing, SCORE or the SWIFT Messaging Services;
 - if SWIFT, in exercise of its rights under a SWIFT Agreement, has required either party to terminate this Agreement.
- (b) we may suspend your use of the SWIFT Messaging Services within SCORE (or a part thereof) for such period or periods as we consider appropriate in our absolute discretion by notice to you if (i) suspension is necessary for the purposes of (routine or emergency) maintenance; (ii) for security or technical reasons, including a suspension of the SWIFT Messaging Services and/or SCORE by SWIFT, use of the SWIFT Messaging Services within SCORE is impossible or cannot be achieved without unreasonable cost to you, us and/or the PABs; (iii) suspension is required by SWIFT or the SWIFT Documentation; or (iv) suspension is necessary to avoid or reduce any material damage or disadvantage to you or us.

6. Definitions and interpretation

“Authorised SWIFT Participant” means a person who is duly bound as a party to a SWIFT Agreement allowing access to SCORE and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation;

“Banking Services” means [the electronic banking and other services (e.g. payments, cash management and related services)] provided by us, a PAB and/or an ABNAMRO Group Member to you and/or the Customers, in relation to which use is made by us and/or a PAB of the SWIFT Messaging Services within SCORE;

“Information” means the content of any SWIFT Message sent by us or a PAB to you within SCORE, including any account status or other information made available by any ABNAMRO Group Member;

“Instruction” means the content of any SWIFT Message received by us or a PAB within SCORE, including any actual or purported advice, request, instruction or communication addressed to any ABNAMRO Group Member;

“Operating Account” means a bank account maintained by you or a Customer with an ABNAMRO Group Member and:

- (a) in the case of an account maintained by you with any ABNAMRO Group Member, set out in the list in the Bulk Channels set-up form and/or Swift Fin set-up form ; or

- (b) in any other case, approved by us as contemplated by clause 1 (a), in each case, as amended from time to time by written agreement between the parties;

“PAB” means an Authorised SWIFT Participant which is an ABNAMRO Group Member (other than us) and directly participates in SCORE by using the SWIFT Messaging Services;

“Group Member” means any person that directly or indirectly Controls, is controlled by or is under common Control with you;

“SCORE” means the standardised corporate environment service set up and administered by SWIFT;

“SWIFT” means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium;

“SWIFT Agreement” means any agreement between SWIFT and us, a PAB or you in relation to the use of the SWIFT Messaging Services within SCORE;

“SWIFT Documentation” means the SWIFT terms, conditions, guides and procedures applicable to the SWIFT Messaging Services, to SCORE or to the sending and receiving of SWIFT Messages within SCORE, as incorporated into your SWIFT Agreement or notified to you by SWIFT or us or any of our affiliates from time to time;

“SWIFT Message” means an electronic communication, message or file sent or appearing to have been sent using the SWIFT Messaging Services;

“SWIFT Messaging Services” means SWIFT’s messaging services which are available within SCORE from time to time;

“User Guides” means all (if any) customer guides, manuals or similar documents made available by us or any other ABNAMRO Group Member to you from time to time in relation to SCORE and/or the SWIFT Messaging Services, as they may be amended by us or any of our affiliates from time to time.

“ABNAMRO Group Member” means us or any person that directly or indirectly Controls, is controlled by or is under common Control with us.