

INFORMATION MEMORANDUM

2002

NIB CAPITAL
BANK

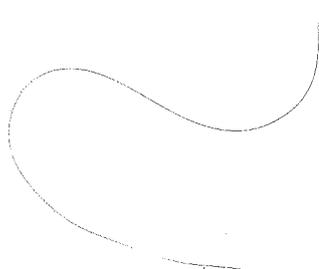
*Programme for the
Issuance of Debt Instruments*

Dealers

ABN AMRO
CREDIT SUISSE FIRST BOSTON
DEUTSCHE BANK
GOLDMAN SACHS INTERNATIONAL
LEHMAN BROTHERS
MERRILL LYNCH INTERNATIONAL
MIZUHO INTERNATIONAL PLC
JPMORGAN
MORGAN STANLEY
NIB CAPITAL BANK N.V.
NOMURA INTERNATIONAL
UBS WARBURG

Arranger

MORGAN STANLEY





INFORMATION MEMORANDUM

NIB CAPITAL

BANK

*(incorporated with limited liability in
The Netherlands and having its corporate seat in The Hague)*

*Programme for the
Issuance of Debt Instruments*

Applications have been made to admit debt Instruments (the "Instruments") issued under the programme (the "Programme") described in the Information Memorandum during the period of twelve months after the date hereof to the Official List of the Financial Services Authority (in its capacity as competent authority for the purposes of Part VI of the Financial Services and Markets Act 2000 (the "FSMA"), the "UK Listing Authority") and to trading on the London Stock Exchange plc (the "London Stock Exchange"). Application has also been made to list the Instruments issued under the Programme during the period of twelve months after the date hereof on the Luxembourg Stock Exchange. The Programme also permits Instruments to be issued on an unlisted basis or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems as may be agreed with the Issuer. This Information Memorandum comprises listing particulars approved by the UK Listing Authority and issued in compliance with the listing rules made under Section 74 of the FSMA (the "Listing Rules") for the purpose of giving information with regard to the issue during the period of twelve months after the date hereof of Instruments under the Programme. A copy of this Information Memorandum has been delivered for registration to the Registrar of Companies in England and Wales in accordance with Section 83 of the FSMA. This Information Memorandum supersedes the Information Memorandum dated 4th July, 2001 .

Arranger

MORGAN STANLEY

Dealers

**ABN AMRO
DEUTSCHE BANK
LEHMAN BROTHERS
MIZUHO INTERNATIONAL PLC
MORGAN STANLEY
NOMURA INTERNATIONAL**

**CREDIT SUISSE FIRST BOSTON
GOLDMAN SACHS INTERNATIONAL
MERRILL LYNCH INTERNATIONAL
JPMORGAN
NIB CAPITAL BANK N.V.
UBS WARBURG**

5 July 2002

NIB Capital Bank N.V. (the "Issuer") accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case), the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. In relation to the listing of the Instruments on the Official List of the UK Listing Authority, any reference in this Information Memorandum to listing particulars means this Information Memorandum excluding all information incorporated by reference. The Issuer has confirmed that any information incorporated by reference, including any such information to which readers of this Information Memorandum are expressly referred, has not been and does not need to be included in the listing particulars to satisfy the requirements of the FSMA or the Listing Rules. The Issuer believes that none of the information incorporated herein by reference conflicts in any material respect with the information included in the listing particulars.

The Issuer has confirmed to the dealers (the "Dealers") named under "Subscription and Sale" that this Information Memorandum (as defined below) is true and accurate in all material respects and is not misleading; that there are no other facts in relation to the information contained or incorporated by reference herein the omission of which would, in the context of the issue of the Instruments, make any statement herein misleading in any material respect; and that all reasonable enquiries have been made to verify the foregoing. The Issuer has further confirmed to the Dealers that this Information Memorandum (as defined below) (subject to being supplemented by pricing supplements (each a "Pricing Supplement") referred to on page 3 hereof) contains all such information as investors and their professional advisers would reasonably require, and reasonably expect to find, for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses, and prospects of the Issuer and its subsidiaries and of the rights attaching to the relevant Instruments.

This document should be read and construed with any amendment or supplement thereto (this document, as amended or supplemented, the "Information Memorandum") with any Pricing Supplement and with any other documents incorporated by reference provided always that any such amendment or supplement and any such documents incorporated by reference shall not form part of the listing particulars as contained in this document.

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Instruments other than as contained or incorporated by reference in this Information Memorandum, in the Dealership Agreement (as defined herein) in any other document prepared in connection with the Programme or any Pricing Supplement or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by the Issuer, the Dealers or any of them.

No representation or warranty is made or implied by the Dealers or any of their respective affiliates, and neither the Dealers nor any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained herein.

Neither the delivery of this Information Memorandum or any Pricing Supplement nor the offering, sale or delivery of any Instrument shall, in any circumstances, create any implication that there has been no adverse change in the financial situation of the Issuer since the date hereof or, as the case may be, the date upon which this document has been most recently amended or supplemented, or the balance sheet date of the most recent financial statements which are deemed to be incorporated into this document by reference.

The distribution of this Information Memorandum and any Pricing Supplement and the offering, sale and delivery of the Instruments in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum or any Pricing Supplement comes are required by the Issuer and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of this Information Memorandum or any Pricing Supplement and other offering material relating to the Instruments see "Subscription and Sale". In particular, Instruments have not been and will not be registered under the United States Securities Act of 1933 (as amended) and may include Instruments in bearer form which are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to U.S. persons. The Issuer has not authorised any offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 (the "Regulations") of Instruments having a maturity of one year or more which have not been admitted to listing in accordance with Part VI of the FSMA. Such Instruments may not lawfully be offered or sold to persons in the United Kingdom except in circumstances which do not result in an offer to the public in the United Kingdom within the meaning of the Regulations or otherwise in compliance with all applicable provisions of the Regulations. Neither this Information Memorandum nor any Pricing Supplement may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation.

Neither this Information Memorandum nor any Pricing Supplement constitutes an offer or an invitation to subscribe for or purchase any Instruments and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Information Memorandum or any Pricing Supplement should subscribe for or purchase any Instruments. Each recipient of this Information Memorandum or any Pricing Supplement shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

All references in this Information Memorandum to "EUR" or "euro" are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the treaty establishing the European Community.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in, and to form part of, this document:—

- (1) all amendments and supplements to this Information Memorandum prepared by the Issuer from time to time,
- (2) any Pricing Supplement prepared in respect of Instruments which are listed on the Official List of the UK Listing Authority and admitted to trading by the London Stock Exchange, and/or listed on the Luxembourg Stock Exchange, or admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system;
- (3) the most recently published audited annual report (including the financial statements therein) of the Issuer from time to time; and
- (4) the most recently published unaudited semi-annual report (if available) (including the financial statements therein) of the Issuer from time to time,

save that (i) any statement contained herein or any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such statement provided that in relation to the listing of the Instruments on the Official List of the UK Listing Authority, any modifying or superseding statement does not form part of the listing particulars as contained in this document given in compliance with the Listing Rules and (ii) in relation to the listing of the Instruments on the Official List of the UK Listing Authority, any documents incorporated by reference do not form part of the listing particulars as contained in this document given in compliance with the Listing Rules.

The Issuer and the Paying Agents (at their specified offices) will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of any such person, a copy of any or all of the documents incorporated herein by reference. Written or telephone requests for such documents should be directed to the Issuer, the specified office of any Paying Agent or the specified office of the Listing Agent in Luxembourg set out at the end of this Information Memorandum.

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IN CONNECTION WITH THE ISSUE OF INSTRUMENTS UNDER THE PROGRAMME, THE DEALER WHO IS SPECIFIED IN THE PRICING SUPPLEMENT AS THE STABILISING INSTITUTION (OR ANY AGENT OF THE STABILISING INSTITUTION) IN RELATION TO THE RELEVANT SERIES OF INSTRUMENTS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE INSTRUMENTS OF SUCH SERIES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE MAY BE NO OBLIGATION ON THE STABILISING INSTITUTION (OR ANY AGENT OF THE STABILISING INSTITUTION) TO DO THIS. SUCH STABILISING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME AND MUST BE BROUGHT TO AN END AFTER A LIMITED PERIOD. SUCH STABILISING SHALL BE CONDUCTED IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.

SUMMARY OF THE PROGRAMME

The following is a brief summary only and should be read, in relation to any Series of Instruments, in conjunction with the relevant Pricing Supplement and to the extent applicable, the Terms and Conditions of the Instruments set out on pages 7 to 26 hereof.

Issuer:	NIB Capital Bank N.V.
Arranger:	Morgan Stanley & Co. International Limited.
Dealers:	ABN AMRO Bank N.V., Credit Suisse First Boston (Europe) Limited, Deutsche Bank AG London, Goldman Sachs International, Lehman Brothers International (Europe), Merrill Lynch International, Mizuho International plc, J.P. Morgan Securities Ltd., Morgan Stanley & Co. International Limited, NIB Capital Bank N.V., Nomura International plc and UBS AG, acting through its business group UBS Warburg and any other dealer appointed from time to time by the Issuer.
Fiscal Agent:	Citibank, N.A.
Authorised Adviser:	Morgan Stanley & Co. International Limited.
Luxembourg Listing Agent:	Banque Générale du Luxembourg S.A.
Programme Amount:	Euro 15,000,000,000 (or its approximate equivalent in other currencies), subject to any duly authorised increase or decrease.
Form of Instruments:	Instruments may be issued in bearer form or in registered form. In respect of Instruments issued in bearer form, the Issuer will deliver a temporary global Instrument, which will be deposited on or before the relevant issue date thereof with a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear system ("Euroclear") and/or Clearstream Banking, société anonyme, Luxembourg ("Clearstream, Luxembourg") and/or any other relevant clearing system, (including Clearstream Banking AG, Frankfurt ("Clearstream, Frankfurt")). Such temporary global Instrument will, not earlier than 40 days after the completion of the distribution of the Instruments of the relevant Series and upon certification as to non-U.S. beneficial ownership, be exchangeable for a permanent global Instrument or, if so specified in the relevant Pricing Supplement, for Instruments in definitive bearer form in accordance with its terms. Each permanent global Instrument will be exchangeable for Instruments in definitive bearer form in accordance with its terms. Instruments in definitive bearer form will, if interest-bearing, either have interest coupons ("Coupons") attached or have a grid for recording the payment of interest endorsed thereon and will, if the principal thereof is repayable by instalments, have a grid for recording the payment of principal endorsed thereon. Instruments in registered form may not be exchanged for Instruments in bearer form.
Status:	Instruments will be issued on a subordinated or unsubordinated basis as specified in the relevant Pricing Supplement.
Currencies:	Instruments may be denominated in any currency or currencies (including, without limitation, Australian Dollars ("AUD"), Canadian Dollars ("CAD"), Swiss Francs ("CHF"), Danish Kroner ("DKR"), euros ("EUR"), Hong Kong Dollars ("HKD"), Japanese Yen ("JPY"), New Zealand Dollars ("NZD"), Pounds Sterling ("GBP"), Swedish Krona ("SEK") and United States Dollars ("USD")), subject to compliance with all applicable legal or regulatory requirements. Instruments may, subject to compliance as aforesaid, be issued as multi-currency Instruments.

Issues of Notes with a maturity of more than one year denominated in Swiss Francs or carrying a Swiss Franc-related element (other than Notes privately placed with a single investor with no publicity) will be effected in compliance with the relevant regulations of the Swiss National Bank based on article 7 of the Federal Law on Banks and Savings Banks of 8th November, 1934 (as amended) and article 15 of the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995 in connection with article 2, paragraph 2 of the Ordinance of the Federal Banking Commission on Stock Exchanges and Securities Trading of 2nd December, 1996. Under these regulations, the relevant Dealer or, in the case of a syndicated issue, the lead manager, (the “Swiss Dealer”), must be a bank domiciled in Switzerland (which includes branches or subsidiaries of a foreign bank located in Switzerland) or a securities dealer duly licensed by the Swiss Federal Banking Commission pursuant to the Federal Law on Stock Exchanges and Securities Trading of 24th March, 1995. The Swiss Dealer must report certain details of the relevant transaction to the Swiss National Bank no later than the date of issue of the relevant Notes.

Redenomination: The applicable Pricing Supplement may provide that certain Notes may be redenominated in euro. The relevant provisions applicable to any such redenomination are contained in Condition 6B.

Issuance in Series: Instruments will be issued in series (each a “Series”). The Instruments of each Series will all be subject to identical terms, whether as to currency, interest or maturity or otherwise, or terms which are identical except for the amount of the first payment of interest and/or the denomination thereof and save that a Series may comprise Instruments in bearer form and Instruments in registered form. Further Instruments may be issued as part of an existing Series.

Issue Price: Instruments may be issued at par or at a discount or premium to par and either on a fully or partly paid basis.

Maturities: Any maturity between one month and thirty years, subject, in relation to specific currencies, to compliance with all applicable legal or regulatory requirements.

Redemption: Instruments may be redeemable at par or at such other redemption amount (linked to an index, physical commodity, formula or otherwise) as may be specified in the relevant Pricing Supplement.

Any Instruments in respect of which the issue proceeds are received by the Issuer in the United Kingdom and which have a maturity of less than 1 year from their date of issue must (a) have a minimum redemption value of £ 100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses or (b) be issued in other circumstances which do not constitute a contravention of section 19 of the FSMA by the Issuer.

Early Redemption: Early redemption will be permitted for taxation reasons as mentioned in “Terms and Conditions of the Instruments—Early Redemption for Taxation Reasons”, but will otherwise be permitted only to the extent specified in the relevant Pricing Supplement.

Interest: Instruments may be interest-bearing or non-interest bearing.

Denominations:	Instruments will be issued in such denominations as may be specified in the relevant Pricing Supplement, subject to compliance with all applicable legal or regulatory requirements. Instruments issued in registered form for offer and sale pursuant to an exemption provided by Section 4(2) of the United States Securities Act of 1933 will be subject to a minimum denomination of USD 500,000 (or the equivalent thereof in another currency).
Taxation:	Payments in respect of Instruments will be made without withholding or deduction for, or on account of, any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the kingdom of the Netherlands or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes or duties is required by law or by the administration or official interpretation thereof. In that event, the Issuer will (subject to customary exceptions) pay such additional amounts as will result in the holders of Instruments or Coupons receiving such amounts as they would have received in respect of such Instruments or Coupons had no such withholding or deduction been required.
Governing Law:	The Instruments and all related contractual documentation will be governed by, and construed in accordance with, English law.
Listing:	Each Series may be (i) admitted to the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange and/or (ii) listed on the Luxembourg Stock Exchange, and/or (iii) admitted to listing, trading and/or quotation by any other listing authority, stock exchange and/or quotation system as may be agreed between the Issuer and the relevant Dealer and specified in the relevant Pricing Supplement or may be unlisted.
Terms and Conditions:	The terms and conditions applicable to each Series will be as agreed between the Issuer and the relevant Dealer or other purchaser at or prior to the time of issuance of such Series, and will include those specified in the relevant Pricing Supplement. The terms and conditions applicable to each Series will therefore be those set out on pages 7 to 26 hereof as supplemented, modified or replaced by the relevant Pricing Supplement.
Enforcement of Instruments in Global Form:	In the case of Instruments in global form, individual investors' rights will be governed by a Deed of Covenant dated 5 July 2002 (as supplemented and/or amended from time to time) a copy of which will be available for inspection at the specified office of the Fiscal Agent and by their arrangements with Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system.
Clearing Systems:	Euroclear, Clearstream, Luxembourg and/or The Depository Trust Company or any other clearing system as may be specified in the relevant Pricing Supplement.
Selling Restrictions:	For a description of certain restrictions on offers, sales and deliveries of Instruments and on the distribution of offering material in the United States of America, the United Kingdom, Japan, The Netherlands, Switzerland and the Federal Republic of Germany, see under "Subscription and Sale". Further restrictions may be required in connection with any particular Series of Instruments. Any such further restrictions will be specified in the relevant Pricing Supplement.

TERMS AND CONDITIONS OF THE INSTRUMENTS

The following are the Terms and Conditions of the Instruments which (subject to completion and minor amendment) will be applicable to each Series of Instruments Provided that the relevant Pricing Supplement in relation to any Series of Instruments may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such Series of Instruments:

The Instruments are issued in accordance with an amended and restated fiscal agency agreement (the "Fiscal Agency Agreement", which expression shall include any amendments or supplements thereto) dated 5 July, 2002 and made between NIB Capital Bank N.V. (the "Issuer"), Citibank, N.A. in its capacities as fiscal agent (the "Fiscal Agent", which expression shall include any successor to Citibank, N.A. in its capacity as such) and as principal registrar (the "Principal Registrar," which expression shall include any successor to Citibank, N.A. in its capacity as such), Citibank, N.A. in its capacity as alternative registrar (the "Alternative Registrar", which expression shall include any successor to Citibank, N.A. in its capacity as such) and the paying agents named therein (the "Paying Agents", which expression shall include the Fiscal Agent and any substitute or additional paying agents appointed in accordance with the Fiscal Agency Agreement). Copies of the Fiscal Agency Agreement and the Deed of Covenant referred to at 1.04 below are available for inspection at the specified office of each of the Paying Agents, the Principal Registrar and the Alternative Registrar. All persons from time to time entitled to the benefit of obligations under any Instruments shall be deemed to have notice of all of the provisions of, the Fiscal Agency Agreement insofar as they relate to the relevant Instruments.

The Instruments are issued in series (each a "Series"), and each Series will be the subject of a pricing supplement (each a "Pricing Supplement"), a copy of which will be available for inspection at the specified office of each of the Fiscal Agent or, as the case may be, the Registrar (as defined in Condition 2.02), and a copy of which will, in the case of a Series in relation to which application has been made for admission to the Official List of the UK Listing Authority and to trading on the London Stock Exchange plc (the "London Stock Exchange") and/or the Luxembourg Stock Exchange, be lodged with the UK Listing Authority and the London Stock Exchange and/or the Luxembourg Stock Exchange, as the case may be. In the case of a Series of Instruments in relation to which application has not been made for listing with any competent listing authority or on any stock exchange, copies of the Pricing Supplement will only be available for inspection by a Holder or, as the case may be, a Relevant Account holder (as defined in the Deed of Covenant) in respect of such Instruments.

1. Form and Denomination

1.01 Instruments are issued in bearer form or in registered form, as specified in the relevant Pricing Supplement. Bearer Notes are serially numbered.

Form of Bearer Instruments

1.02 Instruments issued in bearer form ("Bearer Instruments") will be represented upon issue by a temporary global instrument (a "Temporary Global Instrument") in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement. On or after the date (the "Exchange Date") which is forty days after the completion of the distribution of the Instruments of the relevant Series and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument) has been received, interests in the Temporary Global Instrument may be exchanged for:

- (i) interests in a permanent global instrument (a "Permanent Global Instrument") representing the Instruments of that Series and in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement; or
- (ii) if so specified in the relevant Pricing Supplement, definitive instruments ("Definitive Instruments") in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement.

1.03 If any date on which a payment of interest is due on the Instruments of a Series occurs whilst any of the Instruments of that Series are represented by a Temporary Global Instrument, the related interest payment will be made on the Temporary Global Instrument only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Instrument) has been received by Euroclear Bank S.A./N.V., as operator of the Euroclear System ("Euroclear") or Clearstream Banking, société anonyme, Luxembourg ("Clearstream, Luxembourg") or any other relevant clearing system. Payments of principal or interest (if any) on a Permanent Global Instrument will be made through Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.

1.04 Interests in a Permanent Global Instrument will, if so specified in the relevant Pricing Supplement, be exchangeable in whole (but not in part only), at the option of the Holder of such Permanent Global Instrument, for Definitive Instruments. In order to exercise such option the Holder must, not less than forty-five days before the date on which delivery of Definitive Instruments is required, deposit the relevant Permanent Global Instrument with the Fiscal Agent with the form of exchange notice endorsed thereon duly completed. Interests in a Permanent Global Instrument will, in any event, be exchangeable for Definitive Instruments if any Instrument of the relevant Series becomes due and repayable following an Event of Default or if either Euroclear or Clearstream, Luxembourg should be closed for business for a continuous period of fourteen days (other than by reason of public holidays) or should announce an intention permanently to cease business. If default is made by the Issuer in the required delivery of Definitive Instruments and such default is continuing at 6:00 p.m. (London time) on the thirtieth day after the day on which the relevant notice period expires or such Permanent Global Instrument becomes so exchangeable, such Permanent Global Instrument will become void in accordance with its terms but without prejudice to the rights of the accountholders with Euroclear and Clearstream, Luxembourg or any other relevant clearing system in relation thereto under a deed of covenant (the "Deed of Covenant" which expression shall include any amendments or supplements thereto) dated 5 July, 2002 and executed and delivered by the Issuer in relation to the Instruments.

1.05 Interest-bearing Definitive Instruments will, if so specified in the relevant Pricing Supplement, have attached thereto at the time of their initial delivery coupons ("Coupons"), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Interest-bearing Definitive Instruments will also, if so specified in the relevant Pricing Supplement, have attached thereto at the time of their initial delivery, a talon ("Talon") for further coupons and the expression "Coupons" shall, where the context so permits, include Talons.

1.06 Instruments, amounts in respect of which (other than interest) are repayable by instalments ("Instalment Instruments") which are Definitive Instruments, will have endorsed thereon a grid for recording the repayment of principal.

Form of Registered Instruments

1.07 Instruments issued in registered form ("Registered Instruments") will be in substantially the form (subject to amendment and completion) scheduled to the Fiscal Agency Agreement. Registered Instruments will not be exchangeable for Bearer Instruments. Instruments purchased in a private placement in the United States will be Registered Instruments.

Denomination of Bearer Instruments

1.08 Bearer Instruments will be in the denomination or denominations (each of which denominations must be integrally divisible by each smaller denomination) specified in the relevant Pricing Supplement. Bearer Instruments of one denomination will not be exchangeable, after their initial delivery, for Bearer Instruments of any other denomination.

Denomination of Registered Instruments

1.09 Registered Instruments will be in the minimum denomination specified in the relevant Pricing Supplement or integral multiples thereof provided that Instruments issued in registered form for the purposes of offer and sale pursuant to an exemption provided by Section 4(2) of the United States Securities Act of 1933 (the "Securities Act") will be subject to a minimum denomination of USD 500,000 (or the equivalent thereof in another currency).

Currency of Instruments

1.10 Instruments may be denominated in any currency (including, without limitation, Australian Dollars (“AUD”), Canadian Dollars (“CAD”), Swiss Francs (“CHF”), Danish Krone (“DKR”), euros (“EUR”), Hong Kong Dollars (“HKD”), Japanese Yen (“JPY”), New Zealand Dollars (“NZD”), Pounds Sterling (“GBP”), Swedish Krona (“SEK”) and United States Dollars (“USD”)), subject to compliance with all applicable legal or regulatory requirements.

1.11 For the purposes of these Terms and Conditions, references to Instruments shall, as the context may require, be deemed to be to Temporary Global Instruments, Permanent Global Instruments, Definitive Instruments or, as the case may be, Registered Instruments.

The Depository Trust Company

1.12 Registered Instruments denominated in United States Dollars will, if so specified in the relevant Pricing Supplement, be the subject of an application by the Issuer to The Depository Trust Company (“DTC”) for the acceptance of such Registered Instruments into DTC’s book-entry settlement system. If such application is accepted, one or more Registered Instruments (each a “DTC Instrument”) in denominations equivalent in aggregate to the aggregate principal amount of the relevant Registered Instruments which are to be held in such system will be issued to DTC and registered in the name of Cede & Co., or such other person as may be nominated by DTC for the purpose, as nominee for DTC Provided that no DTC Instrument may have a denomination of more than USD 400,000,000 and that, subject to such restriction, DTC Instruments will always be issued in the largest possible denomination. Thereafter, such registered nominee will be the holder of record and entitled to rights in respect of each DTC Instrument.

Accordingly, each person having a beneficial interest in a DTC Instrument must rely on the procedures of the institutions having accounts with DTC to exercise any rights of such person. So long as Registered Instruments are traded through DTC’s book-entry settlement system, ownership of beneficial interest in the relevant DTC Instrument will (unless otherwise required by applicable law or regulatory requirement) be shown on, and transfers of such beneficial interest may be effected only through, records maintained by (a) DTC or its registered nominee (as to Participant-interests) or (b) institutions having accounts with DTC.

2. Title

2.01 Title to Bearer Instruments and Coupons passes by delivery. References herein to the “Holders” of Bearer Instruments or of Coupons are to the bearers of such Bearer Instruments or such Coupons.

2.02 Title to Registered Instruments passes by registration in the register which is kept by the Principal Registrar or the Alternative Registrar, as specified in the relevant Pricing Supplement. For the purposes of these Terms and Conditions, “Registrar” means, in relation to any Series of Registered Instruments, the Principal Registrar or the Alternative Registrar. References herein to the “Holders” of Registered Instruments are to the persons in whose names such Registered Instruments are so registered in the relevant register.

2.03 The Holder of any Bearer Instrument or Coupon or Registered Instrument will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

Transfer of Registered Instruments

2.04 A Registered Instrument may, upon the terms and subject to the conditions set forth in the Fiscal Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the relevant Pricing Supplement) upon the surrender of the Registered Instrument to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. A new Registered Instrument will be issued to the transferee and, in the case of a transfer of part only of a Registered Instrument, a new Registered Instrument in respect of the balance not transferred will be issued to the transferor.

2.05 Each new Registered Instrument to be issued upon the transfer of a Registered Instrument will, within three London, Brussels or, as the case be, New York Banking Days of the effective receipt of such form of transfer by the Registrar at its specified office, be available for delivery at the specified office of the Registrar. For these purposes, a form of transfer received by the Registrar during the period of fifteen London or Brussels or, as the case may be, New York Banking Days ending on the due date for any payment on the relevant Registered Instruments shall be deemed not to be effectively received by the Registrar until the day following the due date for such payment. For the purposes of these Terms and Conditions, "London Banking Day" means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in London and "Brussels Banking Day" and "New York Banking Day" have the same meanings *mutatis mutandis*.

2.06 The issue of new Registered Instruments on transfer will be effected without charge by or on behalf of the Issuer or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such Indemnity as the Registrar may require in respect of) any tax or other governmental charges which may be imposed in relation thereto.

2.07 Upon the transfer, exchange or replacement of Registered Instruments of any Series bearing the private placement legend (the "Private Placement Legend") set forth in the form of Registered Instrument scheduled to the Fiscal Agency Agreement, the Registrar shall deliver only Registered Instruments of such Series that also bear such legend unless either (i) such transfer, exchange or replacement occurs three or more years after the later of (1) the original issue date of Instruments of such Series or (2) the last date on which the Issuer or any affiliates (as defined below) of the Issuer as notified to the Registrar by the Issuer as provided in the following sentence, was the beneficial owner of such Instrument (or any predecessor of such Instrument) or (ii) there is delivered to the Registrar an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws. The Issuer covenants and agrees that it will not acquire any beneficial interest, and will cause its "affiliates" (as defined in paragraph (a)(1) of Rule 144 under the Securities Act) not to acquire any beneficial interest, in any Registered Instrument bearing the Private Placement Legend unless it notifies the Registrar of such acquisition. The Registrar and all Holders of Instruments shall be entitled to rely without further investigation on any such notification (or lack thereof).

2.08 For so long as any of the Registered Instruments bearing the Private Placement Legend remain outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and the relevant Pricing Supplement specifies that such Instruments will be eligible for resale in the United States or to U.S. persons under Rule 144A under the Securities Act, the Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Holder of such Instruments in connection with any sale thereof and any prospective purchaser of such Instruments from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

3. Status of the Instruments

3A Status—Unsubordinated Instruments

3A.01 This Condition 3A is applicable in relation to Instruments specified in the Pricing Supplement as being unsubordinated or not specified as being subordinated ("**Unsubordinated Instruments**").

3A.02 The Instruments constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other direct, unconditional, unsubordinated and unsecured obligations of the Issuer, present and future (save for certain exemptions provided by law).

3B Status—Subordinated Instruments

3B.01 This Condition 3B is applicable only in relation to Instruments specified in the Pricing Supplement as being subordinated (“**Subordinated Instruments**”).

3B.02 The Subordinated Instruments are direct, unsecured and subordinated obligations of the Issuer, ranking *pari passu* among themselves and equally with all other present and future unsecured and subordinated obligations of the Issuer (other than those preferred by mandatory provisions of law).

In the event of the dissolution (*ontbinding*) of the Issuer or if the Issuer is declared bankrupt (*failliet*) or if a situation which requires special measures (*bijzondere voorzieningen*) in the interest of all creditors as referred to in Chapter X of the Act on the Supervision of the Credit System 1992 (*Wet toezicht kredietwezen 1992*) is declared in respect of the Issuer, then and in any such event the claims of the persons entitled to be paid amounts due in respect of the Subordinated Instruments shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness (as defined below), to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for set-off (*verrekening*) or shall be payable to any or all the persons entitled to be paid amounts due in respect of the Subordinated Instruments in respect of the obligations of the Issuer thereunder until (i) all other indebtedness of the Issuer which is admissible in any such dissolution (*ontbinding*), bankruptcy (*faillissement*) or special measures (*bijzondere voorzieningen*) (other than Subordinated Indebtedness) has been paid or discharged in full and (ii) the Netherlands Central Bank (*De Nederlandsche Bank N.V.*) has given its written approval.

“**Subordinated Indebtedness**” means any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer in the event of the dissolution of the Issuer or if the Issuer is declared bankruptcy or if a situation which requires special measures (*bijzondere voorzieningen*) in the interest of all creditors as referred to in Chapter X of the Act on the Supervision of the Credit System 1992 (*Wet toezicht kredietwezen 1992*) is declared in respect of the Issuer.

For the purposes of the solvency guidelines of the Netherlands Central Bank (*De Nederlandsche Bank N.V.*) to which the Issuer is subject, Subordinated Instruments may qualify as either tier 2 capital (“**Tier 2 Instruments**”) or tier 3 capital (“**Tier 3 Instruments**”), as referred to in such solvency guidelines as amended from time to time. The Tier 2 Instruments and the Tier 3 Instruments rank *pari passu* among themselves.

4. Negative Pledge

This condition 4 applies only to Unsubordinated Instruments.

So long as any of the Instruments remains outstanding, the Issuer may not create or have outstanding any mortgage, pledge or other charge upon the whole or any part of the present or future revenues or assets of the Issuer to secure any Obligation without at the same time according to such Instruments either, (i) the same security as is granted to or is outstanding in respect of such Obligation or (ii) such other security as shall be approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Holders of the Instruments.

For the purpose of these Terms and Conditions, (a) “Obligation” means any present or future indebtedness represented by bonds or other securities of a type ordinarily dealt in on any stock exchange or other securities market, or any guarantee thereof, which (i) are denominated or contain a right or requirement for any payment in respect thereof to be made in any currency other than Netherlands Guilders or in euro (where, as at the date of issue, such bonds or securities were denominated in Netherlands Guilders or contained a right or requirement that any payment in respect thereof be made in Netherlands Guilders) and which (ii) have an original maturity of more than twenty-four months and (b) “outstanding” shall have the meaning attributed to it in the Fiscal Agency Agreement.

5. Interest

Instruments may be interest-bearing or non-interest-bearing, as specified in the relevant Pricing Supplement. The Pricing Supplement in relation to each Series of interest-bearing Instruments shall specify which of Conditions 5A, 5B, 5C or 5D shall be applicable. Condition 5E will be applicable to each Series of interest-bearing Instruments as specified therein, save to the extent inconsistent with the relevant Pricing Supplement.

5A. Interest—Fixed Rate

Instruments in relation to which this Condition 5A is specified in the relevant Pricing Supplement as being applicable shall bear interest from their date of issue (as specified in the relevant Pricing Supplement) or from such other date as may be specified in the relevant Pricing Supplement at the rate or rates per annum specified in the relevant Pricing Supplement. Such interest will be payable in arrear on such dates as are specified in the relevant Pricing Supplement and on the date of final maturity thereof. Interest in respect of a period of less than one year shall be calculated:

- (a) if “Actual/Actual (ISMA)” is so specified, means:
 - (i) where the period in relation to which interest is to be calculated (the “**Calculation Period**”) is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the Calculation Period is longer than one Regular Period, the sum of:
 - (A) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (B) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year;
- (b) if “30/360” is specified, on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed; or
- (c) on such other basis as is specified in the Pricing Supplement (including, without limitation, if the Interest Payment Dates do not fall at regular intervals between the Issue Date and the Maturity Date).

“Interest Commencement Date” means the Issue Date of the Instruments or such other date as may be specified as the Interest Commencement Date in the relevant Pricing Supplement;

“Regular Period” means:

- (i) in the case of Instruments where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Instruments where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Instruments where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where “**Regular Date**” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period.

5B. Interest—Floating Rate

5B.01 Instruments in relation to which this Condition 5B is specified in the relevant Pricing Supplement as being applicable shall bear interest at the rates per annum determined in accordance with this Condition 5B.

5B.02 Such Instruments shall bear interest from their date of issue (as specified in the relevant Pricing Supplement) or from such other date as may be specified in the relevant Pricing Supplement. Such interest will be payable on each Interest Payment Date (as defined in Condition 5B.03) and on the maturity date.

5B.03 The Pricing Supplement in relation to each Series of Instruments in relation to which this Condition 5B is specified as being applicable shall specify which of the following conventions shall be applicable, namely:

- (i) the FRN Convention, in which case interest shall be payable in arrear on each date (each an "Interest Payment Date") which numerically corresponds to their date of issue or such other date as may be specified in the relevant Pricing Supplement or, as the case may be, the preceding Interest Payment Date in the calendar month which is the number of months specified in the relevant Pricing Supplement after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred Provided that:
 - (a) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day in that calendar month;
 - (b) if an Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
 - (c) if such date of issue or such other date as aforesaid or the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which such date of issue or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred; or
- (ii) the "Modified Following Business Day Convention", in which case interest shall be payable in arrear on such dates (each an "Interest Payment Date") as are specified in the relevant Pricing Supplement Provided that, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day; or
- (iii) such other convention as may be specified in the relevant Pricing Supplement.

Each period beginning on (and including) such date of issue or such other date as aforesaid and ending on (but excluding) the first Interest Payment Date and each period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next Interest Payment Date is herein called an "Interest Period".

5B.04 The Pricing Supplement in relation to each Series of Instruments in relation to which this Condition 5B is specified as being applicable shall specify which page (the "Relevant Screen Page") on the Reuters Screen or Telerate or any other information vending service shall be applicable. For these purposes, "Reuters Screen" means Reuters Markets 3000 and "Telerate" means Moneyline Telerate (or such other services or service as may be nominated as the information vendor for the purpose of displaying comparable rates in succession thereto).

5B.05 The rate of interest (the "Rate of Interest") applicable to such Instruments for each Interest Period shall be determined by the Rate-Setting Agent (as defined in Condition 5E.03) on the following basis:

- (i) the Rate-Setting Agent will determine the rate for deposits (or, as the case may require, the arithmetic mean of the rates for deposits (rounded, if necessary, to the ten thousandth of a percentage point, five one-hundred thousandth being rounded upwards)) in the relevant currency for a period of the duration of the relevant Interest Period on the Relevant Screen Page as of 11.00 a.m. (London time) on the second London Banking Day (or in the case of Instruments denominated in euro as of 11.00 a.m. (Brussels time) on the second TARGET Business Day (being a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer "TARGET" System is open) before (or, in the case of Instruments denominated in Pounds Sterling, on) the first day of the relevant Interest Period (the "Interest Determination Date");
- (ii) if, on any Interest Determination Date, no such rate for deposits so appears (or, as the case may require, if fewer than two such rates for deposits so appear) or if the Relevant Screen Page is unavailable, the Rate-Setting Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant currency are offered by four major banks in the London interbank market (in the case of LIBOR) or the Euro-zone (as defined below) interbank market (in the case of EURIBOR) (rounded as aforesaid), selected by the Rate-Setting Agent, at approximately 11.00 a.m. (London time) (in the case of LIBOR) or 11.00 a.m. (Brussels time) (in the case of EURIBOR) on the Interest Determination Date to prime banks in the London interbank market (in the case of LIBOR) or the

Euro-zone interbank market (in the case of EURIBOR) for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;

- (iii) if, on any Interest Determination Date, only two or three rates are so quoted, the Rate-Setting Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; and
- (iv) if fewer than two rates are so quoted, the Rate-Setting Agent will determine the arithmetic mean of the rates quoted by four major banks in the Relevant Financial Centre (as defined in Condition 9C.03), selected by the Rate-Setting Agent, at approximately 11.00 a.m. (Relevant Financial Centre) time on the first day of the relevant Interest Period for loans to leading European banks in the relevant currency for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Instruments during each Interest Period will be the sum of the relevant margin (the "Relevant Margin") specified in the relevant Pricing Supplement and the rate (or, as the case may be, the arithmetic mean (rounded as aforesaid)) so determined Provided that, if the Rate-Setting Agent is unable to determine a rate (or, as the case may be, an arithmetic mean (rounded as aforesaid)) in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Instruments during such Interest Period will be the sum of the Relevant Margin and the rate (or, as the case may be, the arithmetic mean) last determined in relation to such Instruments in respect of the last preceding Interest Period Provided always that if there is specified in the relevant Pricing Supplement a minimum interest rate or a maximum interest rate then the Rate of Interest shall in no event be less than or, as the case may be, exceed it.

As used herein "Euro-zone" means the zone comprising the Member States of the European Union which have adopted the euro as their lawful currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on European Union.

5B.06 The Rate-Setting Agent will, as soon as practicable after determining the Rate of Interest in relation to each Interest Period, calculate the amount of interest (the "Interest Amount") payable in respect of the principal amount of the smallest or minimum denomination of such Instruments specified in the relevant Pricing Supplement for the relevant Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to such principal amount, multiplying the product by the actual number of days in the Interest Period concerned divided by 360 (or, in the case of Instruments denominated in Pounds Sterling, 365) or by such other number as may be specified in the relevant Pricing Supplement and rounding the resulting figure to the nearest sub-unit of the currency in which such Instruments are denominated or, as the case may be, in which such interest is payable (one half of any such sub-unit being rounded upwards).

5C. Interest—ISDA Rate Indices

5C.01 Instruments in relation to which this Condition 5C is specified in the relevant Pricing Supplement as being applicable shall bear interest at the rates per annum determined in accordance with this Condition 5C.

5C.02 Each such Instrument shall bear interest from its date of issue (as specified in the relevant Pricing Supplement) or from such other date as may be specified in the relevant Pricing Supplement. Such interest will be payable on such dates and in such amounts as would have been payable (regardless of any event of default or termination event or tax event thereunder) by the Issuer had it entered into a swap transaction (to which an Interest Rate and Currency Exchange Agreement (the "Agreement") and the 2000 ISDA Definitions (the "ISDA Definitions") (as amended and updated from time to time), each as published by the International Swaps and Derivatives Association (formerly the International Swap Dealers Association, Inc.) applied) with the Holder of such Instruments under which:

- the Fixed Rate Payer or, as the case may be, the Floating Rate Payer was the Issuer;
- the Calculation Agent was the Rate-Setting Agent (as defined in Condition 5E.03);
- the Effective Date was such date of issue or such other date as may be specified in the relevant Pricing Supplement;
- the Calculation Amount was the principal amount of such Instrument; and
- all other terms were as specified in the relevant Pricing Supplement.

5D. Interest—Other Rates

Instruments in relation to which this Condition 5D is specified in the relevant Pricing Supplement as being applicable shall bear interest at the rates per annum or be calculated on the basis specified in, and be payable in the amounts and in the manner determined in accordance with the relevant Pricing Supplement.

5E. Interest—Supplemental Provision

5E.01 Conditions 5E.02, 5E.03 and 5E.04 shall be applicable (as appropriate) in relation to all Instruments which are interest-bearing.

Notification of Rates of Interest, Interest Amounts and Interest Payment Dates

5E.02 The Rate-Setting Agent will cause each Rate of Interest, floating rate, Interest Payment Date, final day of a calculation period, Interest Amount, floating amount or other item, as the case may be, determined or calculated by it to be notified to the Fiscal Agent who will cause them to be notified to the other Paying Agents and, in the case of Registered Instruments, the Registrar (from whose respective specified offices such information will be available) and each listing authority, stock exchange and/or quotation system (if any) by which the Instruments have then been admitted to listing, trading and/or quotation, as soon as practicable after such determination or calculation but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the Relevant Interest Period. The Rate-Setting Agent will be entitled to amend any Interest Amount, floating amount, Interest Payment Date or last day of a calculation period (or to make appropriate alternative arrangements by way of adjustment) without prior notice in the event of the extension or abbreviation of any relevant Interest Period or calculation period.

5E.03 The determination by the Rate-Setting Agent of all items falling to be determined by it shall, in the absence of manifest error, be final and binding on all parties. As used herein the "Rate-Setting Agent" means the Fiscal Agent or such other agent as may be specified in the relevant Pricing Supplement.

Accrual of Interest

5E.04 Interest shall accrue on the principal amount of each Instrument or, in the case of an Instalment Instrument, on each instalment of principal or, in the case of a partly paid Instrument, on the paid up principal amount of such Instrument or otherwise as indicated in the relevant Pricing Supplement. Interest will cease to accrue as from the due date for redemption therefor (or, in the case of an Instalment Instrument, in respect of each instalment of principal, on the due date for payment thereof) unless upon due presentation and (except in the case of payment of an instalment of principal other than the final instalment) surrender thereof, payment in full of the principal amount or the relevant instalment or, as the case may be, redemption amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue thereon until the date on which, upon due presentation of the relevant Instrument, the relevant payment is made or, if earlier, the seventh day after the date on which, the Fiscal Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Instruments in accordance with Condition 14 of that circumstance (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

5E.05 Deferral of Interest on Tier 3 Instruments

Interest on Tier 3 Instruments will not be payable on the due date thereof if and to the extent that at the time, or as a result of such payment, the Issuer's actual Own Funds (as defined below) would amount to less than 100 per cent. of the Issuer's total required amount of Own Funds under the solvency guidelines issued from time to time by the Netherlands Central Bank (*De Nederlandsche Bank N.V.*). Any interest in respect of Tier 3 Instruments not paid on a date on which such interest would otherwise be payable will be paid by the Issuer if and to the extent that the Issuer will meet the solvency test referred to in the previous sentence. Any arrears of interest will also become fully payable on the date of the dissolution of the Issuer, the date on which the Issuer is declared bankrupt or the date on which a situation which requires special measures (*bijzondere voorzieningen*) in the interest of all creditors as referred to in Chapter X of the Act on the Supervision of the Credit System 1992 (*Wet toezicht Kredietwezen 1992*) is declared in respect of the Issuer. Where any amount of interest is paid in

part, each part payment shall be made *pro rata* to the Holder of a Tier 3 Instrument and shall be in respect of the interest accrued furthest from the date of payment. Any arrears of interest shall not themselves bear interest.

“Own Funds” means the amount of shareholders’ and other funds which qualify as actual own funds (*toetsingsvermogen*) under the applicable solvency guidelines (as amended from time to time) of the Netherlands Central Bank (*De Nederlandsche Bank N.V.*).

6A. Redemption and Purchase

Redemption at Maturity

6A.01 Unless previously redeemed, or purchased and cancelled, Instruments shall be redeemed at their principal amount (or at such other redemption amount as may be specified in or determined in accordance with the relevant Pricing Supplement (or, in the case of Instalment Instruments, in such number of instalments and in such amounts as may be specified in the relevant Pricing Supplement)) on the date or dates (or, in the case of Instruments which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the relevant Pricing Supplement.

Early Redemption for Taxation Reasons

6A.02 If, in relation to any Series of Instruments, (i) as a result of any change in the laws or regulations of The Netherlands (the “Netherlands”) or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which becomes effective on or after the date of issue of such Instruments or any earlier date specified in the relevant Pricing Supplement, on the occasion of the next payment due in respect of such Instruments the Issuer would be required to pay additional amounts as provided in Condition 8 and (ii) such circumstances are evidenced by the delivery by the Issuer to the Fiscal Agent of a certificate signed by two directors of the Issuer stating that the said circumstances prevail and describing the facts leading thereto and an opinion of independent legal advisers of recognised standing to the effect that such circumstances prevail, the Issuer may, at its option (but, in the case of Subordinated Instruments, subject to consent thereto having been obtained from the Netherlands Central Bank (*De Nederlandsche Bank N.V.*) and having given no less than thirty nor more than sixty days’ notice (ending, in the case of Instruments which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Instruments in accordance with Condition 14 (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Instruments comprising the relevant Series at their principal amount (or at such other redemption amount as may be specified in or determined in accordance with the relevant Pricing Supplement) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon Provided, however, (and except in the case of Instruments which bear interest at a floating rate) that no such notice of redemption may be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Instruments then due.

Optional Early Redemption (Call)

6A.03 If this Condition 6A.03 is specified in the relevant Pricing Supplement as being applicable, then the Issuer may, subject, in the case of Subordinated Instruments to the prior written consent of the Netherlands Central Bank (*De Nederlandsche Bank N.V.*) upon the expiry of the appropriate notice and subject to such conditions as may be specified in the relevant Pricing Supplement, redeem all (but not, unless and to the extent that the relevant Pricing Supplement specifies otherwise, some only), of the Instruments of the relevant Series at their principal amount (or such other redemption amount as may be specified in or determined in accordance with the relevant Pricing Supplement) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon.

6A.04 The appropriate notice referred to in Condition 6A.03 is a notice given by the Issuer to the Fiscal Agent, the Registrar (in the case of Registered Instruments) and the Holders of the Instruments of the relevant Series, which notice shall be signed by two directors of the Issuer and shall specify:

- the Series of Instruments subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Instruments of the relevant Series which are to be redeemed;
- the due date for such redemption which shall be a Business Day (as defined in Condition 9C.03), which shall be not less than thirty days (or such lesser period as may be specified in the relevant Pricing Supplement) after the date on which such notice is validly given and which is, in the case of Instruments which bear interest at a floating rate, a date upon which interest is payable; and
- the amount at which such Instruments are to be redeemed, which shall be their principal amount (or such other redemption amount as may be specified in or determined in accordance with the relevant Pricing Supplement) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) therein.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

Partial Redemption

6A.05 If the Instruments of a Series are to be redeemed in part only on any date in accordance with Condition 6A.03:

- in the case of Bearer Instruments, the Instruments to be redeemed shall be drawn by lot in such European city as the Fiscal Agent may specify, or identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair, subject always to compliance with all applicable laws and the requirements of each listing authority, stock exchange and/or quotation system (if any) by which the Instruments have then been admitted to listing, trading and/or quotation, and the notice to the Holders of the Instruments referred to in 6A.03 shall specify the serial numbers of the Instruments so to be redeemed; and
- in the case of Registered Instruments, the Instruments shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, subject always as aforesaid and provided always that the amount redeemed in respect of each Instrument shall be equal to the minimum denomination thereof or an integral multiple thereof.

Optional Early Redemption (Put)

6A.06 If this Condition 6A.06 is specified in the relevant Pricing Supplement as being applicable, then the Issuer shall subject, in the case of Subordinated Instruments, to the prior written consent of the Netherlands Central Bank (*De Nederlandsche Bank N.V.*), upon the exercise of the relevant option by the Holder of any Instrument of the relevant Series, redeem such Instrument on the date or the next of the dates specified in the relevant Pricing Supplement at its principal amount (or such other redemption amount as may be specified in or determined in accordance with the relevant Pricing Supplement) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with accrued interest (if any) thereon. In order to exercise such option, the Holder must, not less than forty-five days before the date so specified (or such other period as may be specified in the relevant Pricing Supplement), deposit the relevant Instrument (together, in the case of an interest-bearing Definitive Instrument, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Instrument, any Paying Agent or, in the case of a Registered Instrument, the Registrar together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar.

Purchase of Instruments

6A.07 The Issuer or any of its consolidated subsidiaries may (but, in the case of Subordinated Instruments, subject to the prior written consent thereto having been obtained from the Netherlands Central Bank (*De Nederlandsche Bank N.V.*)) at any time purchase Instruments in the open market or otherwise and at any price Provided that, in the case of interest-bearing Definitive Instruments, any unmatured Coupons appertaining thereto are purchased therewith.

Cancellation of Redeemed and Purchased Instruments

6A.08 All unmatured Instruments redeemed or purchased in accordance with this Condition 6 (Provided, in the case of interest-bearing Instruments, that all unmatured Coupons appertaining thereto are attached or surrendered therewith) will be cancelled and may not be reissued or resold. References in this Condition 6 to the purchase of Instruments by the Issuer or any of its consolidated subsidiaries shall not include the purchase of Instruments in the ordinary course of business of dealing in securities.

6.B Redenomination

The Issuer may, without the consent of the Holders of the Instruments or Coupons on giving at least 30 days' prior notice to the Holders, Euroclear, Clearstream, Luxembourg, any other relevant clearing system and the Paying Agents, and/or as the case may be, the Registrar, designate a redenomination date (the "Redenomination Date"), being a date for payment of interest under the Instruments falling after the start of the third stage of economic and monetary union pursuant to the Treaty establishing the European Community, as amended (the "Treaty") (or, if the country of origin of the relevant currency is not one of the countries then participating in such third stage, falling on or after such later date as it does so participate).

"euro" means the currency introduced at the start of the third stage of economic and monetary union pursuant to the Treaty.

With effect from the Redenomination Date, notwithstanding the other provisions of these Terms and Conditions:

- (i) The Instruments shall (unless already so provided by mandatory provisions of applicable law) be deemed to be redenominated in euro in the denomination of euro 0.01 with a principal amount for each Instrument equal to the principal amount of that Instrument in the relevant currency, converted into euro at the rate for conversion of the relevant currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations) provided that, if the Issuer determines, with the agreement of the Fiscal Agent, that the then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from the provision specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Holders, each listing authority, stock exchange and/or quotation system (if any) by which the Instruments have then been admitted to listing, trading and/or quotation, any relevant clearing system, the Paying Agents and, as the case may be, the Registrar of such deemed amendments.
- (ii) If Definitive Instruments are required to be issued, they shall be issued at the expense of the Issuer in the denominations of euro 0.01, euro 1,000, euro 10,000, euro 100,000 and such other denominations as the Fiscal Agent shall determine and notify to the Holders.
- (iii) If Definitive Instruments have been issued, all unmatured Coupons denominated in the relevant currencies (whether or not attached to the Instruments) will become void and no payments will be made in respect of them. New certificates in respect of euro-denominated Instruments and Coupons will be issued in exchange for the relevant currency Instruments and Coupons in such manner as the Fiscal Agent may specify and notify to the Holders.
- (iv) All payments in respect of the Instruments (other than, unless the Redenomination Date is on or after such date as the relevant currency ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro. Such payments will be

made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or by cheque.

- (v) An Instrument or Coupon may only be presented for payment on a day on which commercial banks and foreign exchange markets are open in the place of presentation and which is a TARGET Business Day.
- (vi) The amount of interest in respect of Instruments will be calculated by reference to the aggregate principal amount of Instruments presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest euro 0.01.
- (vii) If interest is required to be calculated in respect of an Instrument bearing interest at a fixed rate for a period of less than one year, the applicable Day Count Fraction will be Actual/Actual (ISMA) as set out in Condition 5A(a).
- (viii) Following redenomination of Instruments pursuant to this Condition 6 the amount of interest due in respect of such Instruments represented by a Global Instrument will be calculated by reference to the aggregate principal amount of such Instruments and the amount of such payment shall be rounded down to the nearest euro 0.01.

7. Events of Default

7.01 Unless otherwise specified in the relevant Pricing Supplement, the following events or circumstances (each an "Event of Default") shall be acceleration events in relation to the Instruments of any Series, namely:

- (i) the Issuer defaults in any payment of principal or interest in respect of the Instruments of the relevant Series or any of them when and as the same shall become due and payable and such default shall not have been cured within 15 days after written notice requiring such default to be remedied shall have been given by the Holder of any such Instrument to the Issuer; or
- (ii) the Issuer defaults in the performance of any provision of the Fiscal Agency Agreement or of the Instruments of the relevant Series (other than the payment of principal or interest) and such default is not cured within 30 days after written notice requiring such default to be remedied shall have been given by the Holder of any such Instrument to the Issuer; or
- (iii) the Issuer is dissolved or wound up or if the Issuer enters into a composition with its creditors, files a petition for a suspension of payments, admits in writing that it cannot pay its debts generally as they become due, initiates a proceeding in bankruptcy, or is adjudicated bankrupt; or
- (iv) the Issuer defaults in the payment of the principal of or interest on any obligations in respect of borrowed moneys of or assumed by the Issuer, or if default is made by the Issuer in making any payment due under any guarantee and/or indemnity given by it in relation to obligations in respect of borrowed moneys (other than guarantees given in the ordinary course of carrying on its banking business), when and as the same shall become due and payable, if such default shall continue for more than the period of grace, if any, applicable thereto and the time for payment of such interest or principal or amount due under any guarantee and/or indemnity as aforesaid has not been effectively extended or if any such obligations in respect of borrowed moneys of or assumed by the Issuer shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of an event of default thereunder. In this subparagraph (iv) "borrowed moneys" means borrowed moneys of an original maturity of twenty-four months or more, which are denominated or contain a right or requirement for any payment in respect thereof to be made in any currency other than Netherlands Guilders and each having an outstanding principal amount of the equivalent of Euro 10 million or more; or
- (v) the Issuer becomes or is found bankrupt or an order was made or an effective resolution was passed for the statutory merger (*juridische fusie*), de-merger (*splitsing*), winding-up or liquidation (*vereffening*) of the Issuer (except for the purposes of a reconstruction or merger, the terms of which have previously been approved by an Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of the Holders of the Instruments of the relevant Series) or becomes the subject of a filing for a declaration (which is not revoked within a period of 30 days), or a declaration was made, under Chapter X of the Act on the Supervision of the Credit System 1992 (*Wet Toezicht Kredietwezen 1992*), as modified or re-enacted from time to time, of

the Netherlands in respect of the Issuer or the Issuer compromises with the creditors generally or such measures are officially decreed.

7.02 If any Event of Default shall occur in relation to any Series of Instruments, any Holder of an Instrument of the relevant Series may, by written notice to the Issuer, effective when deemed validly given and received in accordance with Condition 14.03, (the "Notification Date"), declare that such Instrument and (if the Instrument is interest-bearing) all interest then accrued on such Instrument shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its principal amount (or at such other amount as may be specified in or determined in accordance with the relevant Pricing Supplement) less, in the case of any Instalment Instrument, the aggregate amount of all instalments that shall have become due and payable in respect of such Instrument prior to the date fixed for redemption under any other Condition (which amount, if and to the extent not then paid, remains due and payable), together with all interest (if any) accrued thereon without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Instruments to the contrary notwithstanding, unless, prior to such Notification Date, all Events of Default in respect of the Instruments of the relevant Series shall have been cured.

8. Taxation

8.01 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Instruments will be made free and clear of and without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Netherlands or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes or duties is required by law or by the administration or official interpretation thereof. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holder of any Instrument or Coupon after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in respect of payment in respect of any Instrument or Coupon presented for payment:

- (i) by, or by a third party on behalf of, a Holder of a Bearer Instrument who is liable to such taxes or duties in respect of such Instrument or Coupon by reason of his having some connection with the Netherlands other than the mere holding of such Bearer Instrument or Coupon; or
- (ii) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to any European Union savings directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000 or any law implementing or complying with, or introduced on order to conform to, such directive, or
- (iii) by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the European Union; or
- (iv) more than thirty days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of thirty days; or
- (v) in the Netherlands,

and except that no such additional amounts shall be payable in respect of payment in respect of any Registered Instrument the Holder of which is liable to such taxes or duties by reason of his having some connection with the Netherlands other than the mere holding of such Registered Instrument or who is able to avoid such withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority.

8.02 For the purposes of these Terms and Conditions, the "Relevant Date" means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent or, as the case may be, the Registrar on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available

for payment to Holders of Instruments and Coupons, notice to that effect shall have been duly given to the Holders of the Instruments of the relevant Series in accordance with Condition 14.

8.03 If the Issuer becomes subject at any time to any taxing jurisdiction other than or in addition to the Netherlands references herein to "the Netherlands" shall be read and construed as references to the Netherlands and/or to such other jurisdiction.

8.04 Any reference in these Terms and Conditions to principal, redemption amount and/or interest in respect of the Instruments shall be deemed also to refer to any additional amounts which may be payable under this Condition 8.

9. Payments

9A. Payments—Bearer Instruments

9A.01 This Condition 9A is applicable in relation to Instruments in bearer form.

9A.02 Payment of amounts (whether principal, redemption amount or otherwise and including accrued interest other than interest due against surrender of matured Coupons) due in respect of Bearer Instruments will be made against presentation and (save in the case of a partial redemption which includes, in the case of an Instalment Instrument, payment of any instalment other than the final instalment) surrender of the relevant Bearer Instruments at the specified office of any of the Paying Agents.

9A.03 Unless Condition 9A.02 applies, payment of amounts due in respect of interest on Bearer Instruments will be made:

- (i) in the case of a Temporary Global Instrument or Permanent Global Instrument, against presentation of the relevant Temporary Global Instrument or Permanent Global Instrument at the specified office of any of the Paying Agents outside the United States and, in the case of a Temporary Global Instrument, upon due certification as required therein;
- (ii) in the case of Definitive Instruments without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Instruments at the specified office of any of the Paying Agents outside the United States; and
- (iii) in the case of Definitive Instruments delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons at the specified office of any of the Paying Agents outside the United States.

9A.04 Conditions 9A.02 and 9A.03 notwithstanding, payments of amounts due in respect of interest on the Instruments will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code of 1986 and Regulations thereunder) unless (a) payment in full of amounts due in respect of interest on such instruments when due at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions, and (b) such payment is permitted by applicable United States law. If payment of interest is so illegal or precluded, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

9A.05 If the due date for payment of any amount due (whether in respect of principal, redemption amount, interest or otherwise) in respect of any Bearer Instrument is not a Relevant Financial Centre Day and a local banking day, then the Holder thereof will not be entitled to payment thereof until the next day which is a local banking day and, if such payment is to be made by transfer to a designated account rather than by cheque, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment shall be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions. For the purpose of this Condition 9A.05, "Relevant Financial Centre Day" means a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre and in any other place specified in the relevant Pricing Supplement and a "local banking day" means a day (other than a Saturday and Sunday) on which commercial banks are open for business in the place of presentation of the relevant Instrument or, as the case may be, Coupon.

9A.06 Each Definitive Instrument initially delivered with Coupons attached thereto should be presented and, save in the case of partial payment which includes, in the case of an Instalment Instrument, payment of any instalment other than the final instalment, surrendered for final redemption together with all unmatured Coupons appertaining thereto, failing which:

- (i) in the case of Definitive Instruments which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time prior to the tenth anniversary of the due date of such final redemption or, if later, the fifth anniversary of the date of maturity of such Coupon;
- (ii) in the case of Definitive Instruments which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons (excluding, for the purpose, Talons) relating to such Definitive Instruments (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
- (iii) in the case of Definitive Instruments initially delivered with Talons attached thereto, all unmatured Talons shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 9A.06 notwithstanding, if any Definitive Instruments which bear interest at a fixed rate or rates should be issued with a maturity date and a fixed rate or fixed rates such that, on the presentation for payment of any such Definitive Instrument without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Instrument, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Instrument to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

9A.07 In relation to Definitive Instruments initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purposes of these Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

9B. Payments—Registered Instruments

9B.01 This Condition 9B is applicable in relation to Instruments in registered form.

9B.02 Payment of amounts (whether principal, redemption amount or otherwise and including accrued interest) due in respect of Registered Instruments on the final redemption of Registered Instruments will be made against presentation and, save in the case of a partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Registered Instruments at the specified office of the Registrar. If the due date for payment of the final redemption amount of Registered Instruments is not a Relevant Financial Centre Day and a local banking day, then the Holder thereof will not be entitled to payment thereof until the next day which is a local banking day and, if such payment is to be made by transfer to a designated account rather than by cheque, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment should be due in respect of such delay save in the event that there is a subsequent failure to pay in accordance with these Terms and Conditions. For the purpose of the Condition 9B.02, "Relevant Financial Centre Day" means a day on which commercial banks and foreign markets settle payments in the Relevant Financial Centre and in any other place specified in the relevant Pricing Supplement

and a "local banking day" means a day (other than a Saturday and Sunday) on which commercial banks are open for business in the place of presentation of the relevant Registered Instrument.

9B.03 Payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of the final redemption of Registered Instruments) in respect of Registered Instruments will be paid to the Holders thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at opening of business (London, Brussels or, as the case may be, New York time) on the fifteenth London, Brussels or, as the case may be, New York Business Day before the due date for such payment (the "Record Date").

9B.04 Notwithstanding the provisions of Condition 9C.02, payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of a final redemption of Registered Instruments) in respect of Registered Instruments will be made by cheque and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint-Holders, the first-named) on the London, Brussels or, as the case may be, New York Business Day immediately preceding the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

9C. Payments—General Provisions

9C.01 Save as otherwise specified herein, this Condition 9C is applicable in relation to Instruments whether in bearer or in registered form.

9C.02 Payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Instruments will be made by (a) transfer to an account in the relevant currency specified by the payee or (b) cheque. Payments will, without prejudice to the provisions of Condition 8, be subject in all cases to any applicable fiscal or other laws and regulations.

9C.03 For the purposes of these Terms and Conditions:

- (i) "Business Day" means a day:
 - in relation to Instruments payable in euro, a TARGET Business Day; and
 - in relation to Instruments payable in any other currency, on which commercial banks are open for business and foreign exchange markets settle payments in the Relevant Financial Centre in respect of the relevant Instruments; and, in either case,
 - on which commercial banks are open for business and foreign exchange markets settle payments in any place specified in the relevant Pricing Supplement;
- (ii) "Relevant Financial Centre" means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of "Business Day" in the ISDA Definitions and in the case of Instruments denominated in euro, the financial centre of any country forming part of the Euro-zone (being the region comprised of the countries whose lawful currency is the euro) and London;

and, in the case of (i) or (ii), as the same may be modified in the relevant Pricing Supplement.

10. Prescription

10.01 Bearer Instruments and Coupons will become void unless presented for payment within ten years (or, in the case of Coupons and save as provided in Condition 9A.06, five years) after the Relevant Date (as defined in Condition 8.02) for payment thereof.

10.02 In relation to Definitive Instruments initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void upon issue pursuant to Condition 9A.06 or the due date for the payment of which would fall after the due date for the redemption of the relevant Instrument or which would be void pursuant to this Condition 10.

10.03 Claims against the Issuer in respect of Registered Instruments (other than in respect of the final redemption amount of Registered Instruments) will be prescribed unless made within ten years (or, in the case of claims in respect of interest, five years) after the due date for payment. Claims against the Issuer in respect of the final redemption amount of Registered Instruments will be prescribed unless made within ten years after the Relevant Date (as defined in Condition 8.02) for payment thereof.

11. The Paying Agents and the Registrars

11.01 The initial Paying Agents and Registrars and their respective initial specified offices are specified below.

The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar and to appoint additional or other Paying Agents or another Registrar, provided that it will at all times maintain (i) a Fiscal Agent, (ii) a Registrar, (iii) a Paying Agent with a specified office in continental Europe (but outside the United Kingdom), (iv), if, and for so long as the Instruments are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent and a Registrar in any particular place, a Paying Agent and a Registrar each with a specified office in the place required by such listing authority, stock exchange and/or quotation system, (v) in the circumstances described in Condition 9A.04(a), a Paying Agent with a specified office in New York City and (vi) a Paying Agent in a European Union member state that will not be obliged to withhold or deduct tax pursuant to any European Union Savings Directive implementing the conclusions of the ECOFIN Council Meeting of 26-27 November 2000 or any law implementing or complying with, or introduced in order to conform to, such Directive. The Paying Agents and the Registrar reserve the right at any time to change their respective specified offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agents or the Registrar will be notified promptly to the Holders of the Instruments.

11.02 The Paying Agents and Registrars act solely as agents of the Issuer and, save as provided in the Fiscal Agency Agreement, do not assume any obligations towards or relationship of agency or trust for any Holder of any Instrument or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon them in the Fiscal Agency Agreement or incidental thereto.

12. Replacement of Instruments

If any Instrument or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (in the case of Bearer Instruments and Coupons) or of the Registrar (in the case of Registered Instruments) (and, if the Instruments are then admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in a particular place, the Paying Agent having its specified office in the place required by such listing authority, stock exchange and/or quotation system), subject to all applicable laws and the requirements of any listing authority, stock exchange and/or quotation system (if any) on which the relevant Instruments have then been admitted to listing, trading and/or quotation, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Fiscal Agent or, as the case may be, the Registrar may require. Mutilated or defaced Instruments and Coupons must be surrendered before replacements will be delivered therefor.

13. Meetings of Holders

The Fiscal Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Instruments of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Fiscal Agency Agreement) of these Terms and Conditions. An Extraordinary Resolution passed at any meeting of the Holders of Instruments of any Series will be binding on all Holders of the Instruments of such Series, whether or not they are present at the meeting, and on all Couponholders (if any).

14. Notices

To Holders of Bearer Instruments

14.01 Notices to Holders of Bearer Instruments will, save where another means of effective communication has been specified in the relevant Pricing Supplement, be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the *Financial Times*) or, if such publication is not practicable, if published in a leading English-language daily newspaper having general circulation in Europe and, in relation to the Instruments which are listed on the Luxembourg Stock Exchange, a leading newspaper having general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or, in the case of a Temporary Global Instrument or Permanent Global Instrument, if delivered to Euroclear and Clearstream Luxembourg for communication by them to the persons shown in their respective records as having interests therein Provided that, in the case of Instruments admitted to the Official List of the UK Listing Authority and to trading on the London Stock Exchange and/or the Luxembourg Stock Exchange, the requirements of the UK Listing Authority and the London Stock Exchange, and/or the Luxembourg Stock Exchange, as the case may be, have been complied with. Any notice so given will be deemed to have been validly given on the date of such publication (or, if published more than once, on the date of first such publication) or, as the case may be, on the fourth Business Day after the date of such delivery to Euroclear and Clearstream, Luxembourg. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Instruments in accordance with this Condition.

To Holders of Registered Instruments

14.02 Notices to Holders of Registered Instruments will be deemed to be validly given if sent by first class mail (or equivalent) or (if posted to an overseas address) by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, and will be deemed to have been validly given on the fourth Business Day after the date of such mailing or, if posted from another country, on the fifth such Business Day.

To the Issuer

14.03 Notices to the Issuer will be deemed to be validly given and received if delivered (by courier or other form of registered mail or by hand) at Carnegieplein 4, 2517 KJ, The Hague, The Netherlands and clearly marked on their exterior "Urgent Attention: Head of Treasury Department" (or at such other principal office and for such other attention as may have been notified to the Holders of Instruments in accordance with this Condition 14) or at the specified office of the Fiscal Agent or, in the case of Registered Instruments, the Registrar and will be deemed to have been validly given and received when delivered, or if delivered otherwise than during business hours or on a day on which the Issuer's principal office or, as the case may be, the specified office of the Fiscal Agent or the Registrar is not open for business, at the opening of business on the next day on which the Issuer's principal office or, as the case may be, the specified office of the Fiscal Agent or the Registrar is open for business.

15. Further Issues

The Issuer may, from time to time without the consent of the Holders of any Instruments of any Series, create and issue further instruments, bonds or debentures having the same terms and conditions as the Instruments of such Series in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Instruments of such Series.

16. Currency Indemnity

The Issuer will indemnify the Holder of any Instrument or Coupon against any loss incurred by such Holder as a result of any judgment or order by any court for the payment of any amount due in respect of the Instruments or the filing of any proof or proofs in the winding-up or liquidation of the Issuer being given or made and such judgment, order or filing being expressed in a currency other than the currency in which the Instruments are payable and as a result of any variation having occurred in rates of exchange between the date as of which the amount in the currency in which the Instruments are payable is converted for such judgment, order or filing and the date of actual payment thereof.

What is the difference between second issue with this clause and separate issue having same TAC as first issue?

This indemnity shall constitute a separate and independent obligation from the other obligations contained herein, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence

granted by the Holder of any Instrument or Coupon from time to time and shall continue in full force and effect notwithstanding any judgment, order or filing. Any such loss as aforesaid shall be deemed to constitute a loss suffered by the Holder of the relevant Instrument or Coupon and no proof or evidence of any actual loss shall be required by the Issuer. Nothing in this Condition shall prevent the Issuer from discharging its obligations in respect of any Instrument or Coupon by making payment in accordance with Condition 9.

17. Waiver and Remedies

No failure to exercise, and no delay in exercising, on the part of the holder of any Instrument, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

18. Law and Jurisdiction

18.01 The Instruments, the Fiscal Agency Agreement and the Deed of Covenant are governed by, and shall be construed in accordance with, English law, save that the subordinated provisions applicable to Subordinated Instruments described in Condition 3B shall be governed by and construed in accordance with the laws of The Netherlands.

18.02 The Issuer irrevocably agrees for the benefit of the Holders of the Instruments that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Instruments (respectively, "Proceedings" and "Disputes") and, for such purposes, irrevocably submits to the jurisdiction of such courts. The Issuer irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum. The Issuer agrees that the process by which any Proceedings in England are begun may be served on it by being delivered to NIB Capital Bank N.V. London branch office at 7 Bishopsgate, London EC2N 3BX or any other registered office it may have from time to time at which service of process may be served on it in accordance with Part XXIII of the Companies Act 1985. If the appointment of the person mentioned in this Condition 18.02 ceases to be effective, the Issuer shall forthwith appoint a person in England to accept service of process on its behalf in England and notify the name and address of such person to the Fiscal Agent and, failing such appointment within fifteen days, the Fiscal Agent shall be entitled to appoint such a person by notice to the Issuer and to the Holders in accordance with Condition 14. Notice shall be given directly to the Issuer by the relevant Holder of Instruments of any process served by it in accordance with this Condition 18. Failure to give such notice shall not affect the validity of service of process hereunder. Nothing contained herein shall affect the right to serve process in any other manner permitted by law. The submission to the jurisdiction of the courts of England shall not (and shall not be construed so as to) limit the right of the Holders of the Instruments or any of them to take Proceedings or settle Disputes in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of Proceedings or the settling of Disputes in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law. To the extent that the Issuer may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), the Issuer agrees not to claim and irrevocably waives such immunity to the full extent permitted by the laws of such jurisdiction.

19. Rights of Third Parties

No person shall have any right to enforce any term or condition of this Instrument under the Contracts (Rights of Third Parties) Act 1999.

USE OF PROCEEDS

The net proceeds of the issue of each Series of Instruments will be applied by the Issuer to meet part of its general financing requirements.

Pro Forma Pricing Supplement for an issue by NIB Capital Bank N.V. under its Programme for the Continuous Issuance of Debt Instruments

Pricing Supplement dated ●

NIB Capital Bank N.V.

(Incorporated with limited liability in the Kingdom of The Netherlands and having its corporate seat in The Hague)

Issue of [Aggregate Principal Amount of Tranche] [Title of Instruments]
under the Euro 15,000,000,000 Debt Issuance Programme

This document constitutes the Pricing Supplement relating to the issue of Instruments described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Information Memorandum dated 5 July 2002. This Pricing Supplement must be read in conjunction with such Information Memorandum.

[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote directions for completing the Pricing Supplement.]

- | | | |
|----|--|--|
| 1. | Issuer: | NIB Capital Bank N.V. |
| 2. | [(i)] Series Number: | [] |
| | [(ii)] Tranche Number: | [] |
| | (If fungible with an existing Series, details of that Series, including the date on which the Instruments become fungible).] | [] |
| 3. | Specified Currency or Currencies: | [] |
| 4. | Aggregate Principal Amount: | |
| | [(i)] Series: | [] |
| | [(ii)] Tranche: | [] |
| 5. | [(i)] Issue Price: | [] per cent. of the Aggregate Principal Amount [plus accrued interest from [insert date] (in the case of fungible issues only, if applicable)] |
| | [(ii)] Net proceeds: | [] (Required only for listed issues) |
| 6. | Specified Denominations: | [] |
| | | [] |
| 7. | [(i)] Issue Date: | [] |
| | [(ii)] Interest Commencement Date (if different from the Issue Date): | [] |
| 8. | Maturity Date: | [specify date or (for Floating Rate Instruments) Interest Payment Date falling in the relevant month and year] |
| 9. | Interest Basis: | [● % Fixed Rate]
[[specify reference rate] +/- ● % Floating Rate]
[Zero Coupon]
[Index Linked Interest]
[Other (specify)]
(further particulars specified below) |

10. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Dual Currency]
[Other (*specify*)]
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Instruments into another interest or redemption/ payment basis*]
12. Put/Call Options: [Investor Put]
[Issuer Call]
[[further particulars specified below]]
13. Status of the Instruments: [Unsubordinated/[Dated/ Perpetual]/Subordinated]
14. Listing: [Applications have been made for the Instruments to be admitted to listing on the Official List of the UK Listing Authority and to trading on the London Stock Exchange/ Application has been made for the Instruments to be listed on the Luxembourg Stock Exchange/Other (*specify*)/ None].
15. Method of distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

16. **Fixed Rate Instrument Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Rate[(s)] of Interest: [] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [] in each year
- (iii) Other terms relating to the method of calculating interest for Fixed Rate Instruments: [Not Applicable/*give details*]
(Consider if day count fraction, particularly for Euro denominated issues, should be on an Actual/Actual (ISMA) basis)
17. **Floating Rate Instrument Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph. Also consider whether EURO BBA LIBOR or EURIBOR is the appropriate reference rate)
- (i) Specified Period(s)/Specified Interest Payment Dates: []
- (ii) Business Day: [Floating Rate Convention/ Modified Following Business Day Convention/other (*give details*)]
- (iii) Relevant Financial Centre(s): []
- (iv) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]

- (v) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Rate-Setting Agent]): []
- (vi) Screen Rate Determination:
- Reference Rate: []
 - Interest Determination Date(s): []
 - Relevant Screen Page: []
- (vii) ISDA Determination:
- Floating Rate Option: []
 - Designated Maturity: []
 - Reset Date: []
- (viii) Relevant Margin(s): [+/-] [] per cent. per annum
- (ix) Minimum Rate of Interest: [] per cent. per annum
- (x) Maximum Rate of Interest: [] per cent. per annum
- (xi) Day Count Fraction: []
- (xii) Fall back provisions, rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Instruments, if different from those set out in the Conditions: []
18. **Zero Coupon Instrument Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) [Amortisation/Accrual] Yield: [] per cent. per annum
 - (ii) Reference Price: []
 - (iii) Any other formula/basis of determining amount payable: []
19. **Index-Linked Interest Instrument Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Index/Formula: [give or annex details]
 - (ii) Rate-Setting Agent responsible for calculating the interest due: []
 - (iii) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: []
 - (iv) Specified Period(s)/Specified Interest Payment Dates: []
 - (v) Business Day: [Floating Rate Convention/ Modified Following Business Day Convention/other (give details)]

- (vi) Relevant Financial Centre(s): []
 - (vii) Minimum Rate of Interest: [] per cent. per annum
 - (viii) Maximum Rate of Interest: [] per cent. per annum
 - (ix) Day Count Fraction: []
20. **Dual Currency Instrument Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate of Exchange/method of calculating Rate of Exchange: [give details]
 - (ii) Rate-Setting Agent, if any, responsible for calculating the principal and/or interest due: []
 - (iii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable: []
 - (iv) Person at whose option Specified Currency(ies) is/are payable: []

PROVISIONS RELATING TO REDEMPTION

21. **Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Early Redemption Date(s): []
 - (ii) Optional Early Redemption Amount(s) and method, if any, of calculation of such amount(s): []
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: []
 - (b) Maximum Redemption Amount: []
 - (iv) Notice period (if other than as set out in the Conditions): []
22. **Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Early Redemption Date(s): []
 - (ii) Optional Early Redemption Amount(s) and method, if any, of calculation of such amount(s): []
 - (iii) Notice period (if other than as set out in the Conditions): []

23. **Final Redemption Amount** [Par/other/see Appendix]

24. **Early Redemption Amount**

Early Redemption Amount(s) payable on [] redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):

GENERAL PROVISIONS APPLICABLE TO THE INSTRUMENTS

25. Form of Instruments:

Bearer Instruments:

[Temporary Global Instrument exchangeable for a Permanent Global Instrument which is exchangeable for Definitive Instruments on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Instrument.]

[Temporary Global Instrument exchangeable for Definitive Instruments on [] days' notice.]

[Permanent Global Instrument exchangeable for Definitive Instruments on [] days' notice/at any time/in the limited circumstances specified in the Permanent Global Instrument].

[Registered Instruments]

26. Relevant Financial Centre(s) or other special provisions relating to Payment Dates:

[Not Applicable/give details. Note that this item relates to the place of payment, and not interest period end dates, to which item 17(iii) relates]

27. Redenomination, renominatisation and reconventioning provisions:

[Not Applicable/The provisions [in Condition 6.B] [annexed to this Pricing Supplement] apply]

28. Consolidation provisions:

[Not Applicable] [annexed to this Pricing Supplement] apply]

29. Other terms or special conditions:

[Not Applicable/give details]

DISTRIBUTION

30. (i) If syndicated, names of Managers:

[Not Applicable/give names]

(ii) Stabilising Manager (if any):

[Not Applicable/give name]

31. If non-syndicated, name of Dealer:

[Not Applicable/give name]

32. Netherlands Selling Restriction:

[Not Applicable/select appropriate Dutch selling restriction from alternatives]¹

33. Additional selling restrictions:

[Not Applicable/give details]

OPERATIONAL INFORMATION

34. ISIN Code:

[]

35. Common Code:

[]

¹ This may never be deleted on stated to be inapplicable.

36. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

37. Delivery: Delivery [against/free of] payment

38. Additional Paying Agent(s) (if any): []

LISTING APPLICATION

This Pricing Supplement comprises the details required to list the issue of Instruments described herein pursuant to the listing of the Euro 15,000,000,000 Debt Issuance Programme.

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By: _____

Duly authorised

NIB CAPITAL BANK N. V.

Profile of the Issuer¹

NIB Capital Bank N.V. ("NIB Capital Bank", the "Bank" or the "Issuer") was set up after World War II to meet the Netherlands' need for investment capital. Being active on the national and international market for long-term lending and the capital markets, the Bank has achieved success in assessing long-term risk and creating related financing solutions, which are employed in capital market transactions, risk-bearing assets and a broad spectrum of financial and advisory services. The Bank now handles financial transactions varying in size from a few million EUR to a billion EUR or more.

NIB Capital Bank will continue to evolve into an investment bank with a European focus offering debt products aimed at investors' needs. NIB Capital Bank will use its origination capabilities, research and structuring skills, and balance sheet to serve medium-sized Benelux (*i.e.*, Belgium, The Netherlands and Luxembourg) corporations, selected international sectors, capital markets and institutions. The Bank's aim is to become a preferred alternative in offering full service corporate finance advice to its customers. The Bank's targeted business sectors include companies which are changing from public ownership to private ownership, companies growing quickly through acquisition, capital constrained companies, companies undergoing family ownership restructuring, and privately owned companies which may offer shares publicly. The Bank will continue to be proactive in providing creative solutions for key strategic and financial issues.

The Bank has its headquarters in The Hague and branches in Amsterdam, Zaventem, London and Bergen (Norway), and subsidiaries in Singapore and Curacao. In addition to the Bank's home market of Northwest Europe, NIB Capital Bank also operates in selected regions around the world (Europe, North America and Southeast Asia).

Shareholders and organisation

NIB Capital N.V., formerly known as ABP-PGGM Capital Holdings N.V., acquired an approximately 85% equity interest in the Bank along with 99.98% of the voting rights. The Dutch Government has a 15% holding of preference shares, which must be sold to NIB Capital no later than May 31, 2004 under a forward sale contract. NIB Capital is currently considering to renegotiate the agreement with the Dutch Government in order to acquire the total legal interest. The Dutch Government is, as part of the forward sale, contractually obligated to vote these shares in accordance with reasonable instructions provided by NIB Capital, during the period that the shares are held by the Dutch Government.

The shares of the Issuer have been delisted from Euronext Amsterdam N.V. (the former AEX) in 1999. The Issuer is currently in consultation regarding its corporate governance. It is expected that such consultation will result in a change of the articles of association of the Issuer in the second half of 2002.

NIB Capital is owned by Stichting Pensioenfondsen ABP ("ABP") and Stichting Pensioenfondsen voor de Gezondheid, Geestelijke en Maatschappelijke Belangen ("PGGM"), each holding 50%. In addition to the Bank, NIB Capital has two other commercial subsidiaries: NIB Capital Private Equity N.V. ("NIB Capital Private Equity") and NIB Capital Asset Management N.V. ("NIB Capital Asset Management").

ABP is the largest pension fund in the Netherlands and the second largest pension fund in the world, with total investments of approximately EUR 150 billion. ABP manages pension funds for the public sector in the Netherlands, operating retirement pension and disability plans.

PGGM is the second largest pension fund in the Netherlands with total investments of approximately EUR 50 billion. It manages pension funds for the health care and social services sectors in The Netherlands, operating retirement pension and disability plans for those in the health care, care for the elderly, care for the disabled, home care and welfare sectors.

NIB Capital Private Equity is one of Europe's largest private equity investment firms with over €14 billion of funds under management and employing approximately 50 investment professionals. NIB Capital Private Equity operates from offices in Amsterdam, Antwerp, Frankfurt, London and New York, covering Europe, the United States and South East Asia.

(1) All financial information given in this section is extracted without alteration from the Annual Report 2001.

NIB Capital Asset Management is the institutional asset management division of NIB Capital. Currently, NIB Capital Asset Management has €25 billion of assets under management. Because of changing market conditions it has been decided not to develop any commercial operations, aimed at third parties, in NIB Capital Asset Management. NIB Capital Asset Management will focus entirely on the analysis, structuring and management of European credit portfolios for ABP. The latter operations will, in the long term and after proper consultation, be fully integrated in the Global Fixed Income Platform of ABP Investments which has recently started up.

Consolidated figures of the Issuer

	2001	(as at 31 December) ⁽³⁾			1997
		2000	1999	1998	
	<i>(in millions of EUR)</i>				
Group Capital Base	2,006	1,931	1,668	1,356	1,218
Loan portfolio ⁽¹⁾	11,742	12,060	12,332	9,409	7,640
Balance sheet total.....	17,519	17,263	16,764	12,452	10,666
Net profit	184	396	146	120	101
Net profit attributable to ordinary A shares	172	384	134	108	89
Return on Equity (A shares)	14.2%	39.2%	19%	18.6%	17.9%
Net profit in EUR per A share ⁽²⁾	3.02	6.75	2.36	1.96	1.65
Dividend in EUR per A share ⁽²⁾	1.92	2.65	0	0.85	0.71
Number of A shares (*1,000) ⁽²⁾	56,907	56,893	56,745	55,109	54,060
Average number of employees.....	764	625	536	492	444

(1) Loans and guarantees, excluding bonds issued by foreign governments and financial institutions, advances against securities and irrevocable facilities.

(2) After share split.

(3) The consolidated figures in this table are derived from the audited accounts without material adjustment.

Activities of the Issuer

The Bank's activities are divided into four divisions: Corporate Finance, International Finance, Financial Markets Group and Risk Management.

Corporate Finance Division

The Corporate Finance division includes the Bank's traditional corporate finance activities as well as the Bank's government-related, consulting and investment banking operations. The Corporate Finance division aims to become a leading provider of corporate finance services in Northwest Europe. These include corporate finance services in the fields of merger transactions, take-overs, buyouts and participations, as well as services in the fields of valuation advice, strategic management valuations, financing, financial risk management and treasury consultancy. The division will facilitate strategic business transformation through the building of long-term relationships, exploitation of in-depth industry knowledge and the creation of value-added strategic investment and finance solutions for its clients.

International Finance Division

The International Finance division was formed in mid-2000 by combining the Bank's various international finance activities. The services provided by this division comprise structuring and arrangement of senior, junior and mezzanine finance, derivatives and, increasingly, strategic, financial and M&A consultancy. At the international level, lending operations are focused on two core sectors—project finance and asset finance—and relate primarily to structuring complex financial transactions. For industries such as transport and logistics, energy and environment, the Bank devises solutions that are specifically tailored to a business sector's characteristics, taking into account future trends and based on an evaluation of the tax situation in the country where the client operates. Efforts will be made to enhance the Bank's international operations by focusing on a limited number of markets and through alliances with local partners in those markets.

The concentration on specific business sectors, combined with the experienced research capability and strong focus on risk management of NIB Capital Bank, enables the Bank to lend at long maturities and to manage its risk exposure. The Bank will continue to be focused on long-term lending, however, more as an intermediary than as an end-investor.

Financial Markets Group Division

The Financial Markets division is active in derivatives transactions and is responsible for in-house money market and capital market activities. The Financial Markets division combines all the Bank's distribution activities: loan syndication, securitization, treasury and securities trading. The division's services range from syndicated loans, bonds, asset-backed securities and derivatives to structured products and combinations of the above.

The Financial Markets division encompasses the Bank's capital market and loan syndication activities and services to institutional investors. The Bank securitizes portions of its loans and other credit-related products and offers them to institutional investors in the form of investment products, which are customized for selected investors whose profile or portfolio they best fit. Capital market instruments can be added which eliminate specific risks and modify certain risk characteristics to give the desired form of investment.

Brokerage and Market Making

The Bank's capital markets business is now focused on capital market transactions on behalf of professional clients in both the primary and secondary markets. The other capital market activities of NIB Capital Bank include the underwriting of new issues of bonds (both on the public and private placement markets), market making and brokerage and capital market research. NIB Capital Bank is a primary dealer in Dutch Government bonds and has been admitted as a broker and dealer on the stock market of Euronext Amsterdam N.V. (formerly known as Amsterdam Exchanges N.V.).

Mortgages and Securitisation

Since the early 1990s, NIB Capital Bank has acquired residential mortgages from partners such as Stad Rotterdam Verzekeringen N.V., Reaal Groep N.V. and Schweizerische Lebensversicherung- und Rentenanstalt (Zwitserleven). NIB Capital Bank has structured and placed 11 residential mortgage-backed securitization ("RMBS") transactions from both its own and third-party balance sheets. Through its Dutch MBS and other programs, over €6.2 billion has been arranged and issued. In addition to acting as arranger and joint-lead manager, NIB Capital Bank performs the functions of paying agent and calculation agent for these transactions.

Issuance of Debt

On the international capital markets, NIB Capital Bank is active as an issuer as well as an investor. On the Netherlands capital market the Issuer operates as an underwriter, market maker and broker of euro-denominated securities.

Funding

The activities of NIB Capital Bank are principally funded by the Bank itself, on both the domestic and international financial markets. The Bank is a frequent borrower on the international capital markets. The Bank's primary source of funding is the issuance of debt securities through both private placements and public offerings. Additional sources of funding include senior and subordinated borrowings and issues of shares. In 2001, the Bank raised approximately EUR 4.3 billion under its EMTN programme and through international private placements. The debt securities issued by the Bank are placed predominantly in the Benelux countries, Switzerland and Japan, although substantial amounts are placed outside these countries as well. The Bank's EMTN programme provides issuing securities with a maximum aggregate principal outstanding amount of EUR 15 billion. In 2000, the Bank established a Euro Commercial Paper ECP programme ("ECP") which can issue short-term commercial paper up to a maximum aggregate principal outstanding amount of EUR 3 billion. Both programmes give the Bank the flexibility to make smaller issues and to utilise a variety of financing structures.

It is the general policy of NIB Capital Bank to match fund its lending activities with borrowings with corresponding currency and interest rate reset provisions. NIB Capital Bank also uses derivatives to hedge currency and interest rate risks.

Investments

The Bank's portfolio of international debt securities amounts to approximately EUR 4 billion. This portfolio consists of high quality (average credit rating AA) bonds. The Bank's international debt portfolio is geographically diversified and has an average maturity of approximately five years.

NIBC Petercam Derivatives

NIBC Petercam Derivatives is a joint venture specialized in equity linked derivative structures. Parent companies are NIB Capital Bank and Petercam, the leading independent Belgian stockbroker. NIBC Petercam Derivatives specializes in the development, structuring, issuing, risk-management and hedging of equity derivatives. Their product range include:

- Structuring, pricing and hedging OTC equity derivatives.
- Warrant issues.
- Equity Linked Notes and Equity Linked Bonds.
- Corporate derivatives such as employee stock option plans hedges, corporate warrant issues, etc.

Risk Management Division

In performing its banking functions, the Bank is faced with a large number of highly varying risks, almost all of which can be categorised as credit risks. The policy towards other risks—market, liquidity, operational and legal risks—is aimed at eliminating them as far as possible. The Board of Managing Directors determines the Bank's risk policy.

Various committees are involved in risk policy and risk management within the Bank. The Transaction Committee evaluates all substantial credit risks while the Debtor Monitoring Committee (to be incorporated into the Transaction Committee) monitors credit risks with respect to the existing loan portfolio. The Asset and Liability Committee monitors all market risks. These committees meet frequently and are chaired by members of the Board of Managing Directors.

Its Risk Management Division performs the Bank's risk management activities. This division contains three risk management departments:

- the Risk Management department is responsible for the daily risk control and reporting of all trading activities within the Financial Markets Group and the risk control of the Banking Book;
- the Credit Risk Management department is responsible for the risk assessment of credit proposals and the preparation of policies with respect to collateral management and provisioning, and
- the Asset and Liability Management department is responsible for the preparation of policies in the area of market risk, liquidity risk and asset and liability management. ALM also bears responsibility for the implementation and maintenance of a market risk management system.

Risk management systems are kept under constant review and updated when necessary to reflect changing market conditions.

Government—Related Business

NIB Capital Bank has, from the time of its establishment, maintained a close and active working relationship with the Dutch Government. Its early role as a reconstruction bank after World War II has expanded and includes administration of several lending programmes guaranteed by the Dutch Government as well as providing consulting services to the government, and, through its subsidiaries, the execution of an important part of the bilateral development co-operation policy.

One of the roles of NIB Capital Bank is to provide loans that are guaranteed by the Government under the Government's Special Financing Arrangement. These loans are granted to enterprises with good business prospects, but these loans may represent a higher risk than banks would normally be prepared to accept. The most important type of loan guaranteed by the Government is a subordinated loan granted to enterprises with risk capital requirements which cannot be met by other instruments in the market.

CAPITALISATION AND INDEBTEDNESS

The equity and total indebtedness as at December 31, 2001 are presented in the table below⁽¹⁾:

	2001	2000	1999
<i>(in EUR millions)</i>			
Equity	1,260 ⁽²⁾	1,200	956
Subordinated liabilities ⁽³⁾	599	595	576
Senior debt ⁽³⁾			
Banks ⁽⁴⁾	608	712	1,233
Funds entrusted ⁽⁵⁾	2,271	2,120	1,688
Debt securities ⁽⁶⁾	11,307	11,280	11,527
Total	16,045	15,907	15,980

- (1) The figures contained in this table have been taken from the audited accounts without material alteration.
- (2) This is made up of approximately EUR 80 million issued and fully paid up share capital and EUR 1,120 million reserves.
- (3) All subordinated liabilities and senior debt are unguaranteed and unsecured.
- (4) This includes non-subordinated, uncertificated and non-transferable debt to credit institutions.
- (5) This includes non-subordinated, uncertificated and non-transferable debt not due to credit institutions. Savings do not form a material part of this balance.
- (6) This includes non-subordinated debentures and other negotiable bonds with fixed or floating interest, such as certificates of deposit.

Since 31 December 2001, NIB Capital Bank has raised under the EMTN programme, in various currencies, approximately EUR 2.3 billion.

The Bank's authorised share capital of EUR 250 million is divided into 150 million "A" shares, 50 million cumulative preference "B" shares and 50 million preference shares subdivided into four series of 12.5 million preference shares with par value of EUR 1 each designated by the letters C, D, E and F.

NIB Capital Bank's issued and paid-up capital at December 31, 2001 was EUR 79,739,000, consisting of EUR 56,907,000 "A" shares, EUR 11,472,000 cumulative preference "B" shares, EUR 5,134,000 preference "C" shares and EUR 6,226,000 preference "D" shares.

As at December 31, 2001, the Bank's contingent liabilities (including guarantees) amounted to EUR 2,028 million and its irrevocable facilities to EUR 1,564 million.

Save as disclosed above, since December 31, 2001 there has been no material change in the capitalisation or indebtedness or contingent liabilities or other liabilities of NIB Capital Bank.

SELECTED CONSOLIDATED FINANCIAL INFORMATION OF THE BANK

	(at or for year ended December 31)		
	2001(€)	2000(€)	1999(€)
	<i>(in millions)</i>		
Balance Sheet			
<i>Assets</i>			
Cash.....	93	596	534
Banks.....	764	686	399
Loans & advances			
—to the Dutch Government	0	0	0
—guaranteed by the Dutch Government	837	1,291	1,492
—to private sector	9,918	10,011	9,600
Interest-bearing securities.....	4,112	3,107	3,251
Shares	811	737	412
Participating interests	262	173	409
Goodwill	19	20	0
Property & equipment.....	55	53	41
Prepayments & accrued income	648	589	625
Total assets.....	17,519	17,263	16,763
<i>Liabilities and Shareholders' Equity</i>			
Banks.....	608	712	1,233
Funds entrusted.....	2,271	2,120	1,668
Debt securities	11,307	11,280	11,527
Other liabilities	324	278	112
Accruals & deferred income.....	970	908	518
Provisions	33	34	40
Fund for general bank risks.....	136	136	136
Subordinated liabilities	599	595	576
Issued & paid-up capital			
—ordinary A shares.....	58	57	57
—cumulative preference B shares	11	12	12
—preference C shares.....	5	5	5
—preference D shares	6	6	6
Reserves.....	1,180	1,120	876
Group equity	1,260	1,200	956
3rd party interest.....	11	0	0
Group capital base	2,006	1,931	1,668
Total liabilities and shareholders' equity ⁽¹⁾	17,519	17,263	16,764
Contingent liabilities.....	2,028	1,211	889
Irrevocable facilities	1,564	1,575	1,690

SELECTED CONSOLIDATED FINANCIAL INFORMATION OF THE BANK (Continued)

	(at or for year ended December 31)		
	2001(€)	2000(€)	1999(€)
	<i>(in millions)</i>		
Profit and Loss			
Interest income	923	1,082	750
Interest expense	711	879	572
Net interest income	212	203	178
Income from securities and participating interests	69	317 ⁽²⁾	71
Commission income	26	25	19
Commission expense.....	6	1	1
Net commission income	20	24	18
Results on financial transactions.....	67	28	48
Other revenue	5	8	8
Total income	373	580	323
Administrative expenses			
—staff costs.....	71	55	59
—other administrative expenses	32	39	41
Depreciation.....	7	9	4
Operating expenses.....	110	103	105
Value adjustments to receivables.....	67	77	55
Total expenses	177	180	159
Operating results before taxation	196	400	163
Taxation on operating results.....	8	5	17
3rd party interest	3	0	0
Net profit⁽¹⁾	184	396	146

(1) Some table figures may not total due to rounding.

(2) Includes EUR 249.3 million book profit on the Bank's sale of NPM Capital N.V.

MANAGEMENT AS AT THE DATE OF THIS DOCUMENT

The Articles of Association provide for management to be performed by a Board of Managing Directors under the supervision of a Supervisory Board. Day-to-day policy is the responsibility of the Board of Managing Directors.

Supervisory Board

W. F. C. Stevens	Chairman, Senior Partner in Caron & Stevens/Baker & McKenzie
M. Enthoven	Vice-Chairman, President and Chief Operating Officer of the Capital Markets Company
P. J. Groenenboom	Former Chairman of the Executive Board of Internatio-Müller N.V.
M. J. Hulshoff	Former Chief Executive Officer of Rabobank International
L. J. C. M. Le Blanc	Chairman of KLIQ N.V.
C. A. Vrins	Chairman of ABVA/KABO FNV

Board of Managing Directors NIB Capital Bank

J. B. J. Stegmann	Vice-Chairman and Member of Board of Managing Directors
L. P. E. M. van den Boom	Member of Board of Managing Directors
A. L. V. Dijkstra	Member of Board of Managing Directors

Mr M. Enthoven will be appointed Chairman and Member of Board of Managing Directors as soon as the approval of the Dutch Central Bank for his appointment has been granted (such approval to be expected shortly). He will then step down as Vice-Chairman of the Supervisory Board.

All members of the Supervisory Board are non-executive Directors. All members of the Board of Managing Directors are Executive Directors and have no other principal occupation.

The business address of each of the above-mentioned Directors is Carnegieplein 4, 2517 KJ The Hague, The Netherlands.

NETHERLANDS TAXATION

The Issuer has been advised that under the existing laws of The Netherlands:

- (a) all payments by the Issuer under the Instruments can be made free of withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, unless the Instruments qualify as debt as referred to in Article 10, paragraph 1 sub d of the Dutch Corporate Income Tax Act (*Wet op de vennootschapsbelasting 1969*);
- (b) a holder of an Instrument who derives income from an Instrument or who realises a gain on the disposal or redemption of an Instrument will not be subject to Netherlands taxation on income or capital gains unless:
 - (i) the holder is treated as resident in the Netherlands for the purpose of the relevant provisions; or
 - (ii) such income or gain is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in the Netherlands; or
 - (iii) the holder has, directly or indirectly, a substantial interest or a deemed substantial interest in the Issuer and, if the holder is not an individual, such interest or the Instrument does not form part of the assets of an enterprise;
 - (iv) the holder is an individual and such income or gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in The Netherlands as defined in the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);
- (c) Netherlands gift, estate or inheritance taxes will not be levied on the occasion of the transfer of an Instrument by way of gift by, or on the death, of a holder, unless:
 - (i) the holder is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or
 - (ii) the transfer is construed as an inheritance or as a gift made by or on behalf of a person who, at the time of the gift or death, is or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or
 - (iii) such Instrument is attributable to an enterprise or part thereof which is carried on through a permanent establishment or a permanent representative in the Netherlands;
- (d) there is no Netherlands registration tax, capital tax, customs duty, stamp duty or any other similar tax or duty other than court fees payable in the Netherlands in respect of or in connection with the execution, delivery and enforcement by legal proceedings (including any foreign judgement in the courts of The Netherlands) of the Instruments or the performance of the Issuer's obligations under the Instruments;
- (e) there is no Netherlands value added tax payable in respect of payments in consideration for the issue of an Instrument or in respect of the payment of interest or principal under the Instruments or the transfer of an Instrument; and
- (f) a holder of an Instrument will not have a permanent establishment, or be deemed to have a permanent establishment, in the Netherlands by reason only of the holding of an Instrument or the execution, performance delivery and/or enforcement of an Instrument.

PROPOSED EUROPEAN SAVINGS DIRECTIVE

On 13 December 2001 the European Commission published a draft directive regarding the taxation of savings income. Subject to a number of important conditions being met, it is proposed that Member States will be required to provide to the tax authorities of another Member State details of payments of interest or other similar income paid by a person within its jurisdiction to an individual resident in that other Member State, subject to the right of certain Member States to opt instead for a withholding system for a transitional period in relation to such payments. The proposed directive is not yet final, and they may be subject to further amendment and/or clarification.

SUBSCRIPTION AND SALE

Instruments may be sold from time to time by the Issuer to any one or more of ABN AMRO Bank N.V., Credit Suisse First Boston (Europe) Limited, Deutsche Bank AG London, Goldman Sachs International, Lehman Brothers International (Europe), Merrill Lynch International, Mizuho International plc, J.P. Morgan Securities Ltd., Morgan Stanley & Co. International Limited, NIB Capital Bank N.V., Nomura International plc, and UBS AG, acting through its business group UBS Warburg (the "Dealers"). The arrangements under which Instruments may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a dealership agreement dated 9th September, 1992 (the "Dealership Agreement" which expression shall include any amendments or supplements thereto) and made between the Issuer and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Series of Instruments. The Issuer may sell Instruments from time to time to persons or institutions who are not Dealers.

United States of America

Instruments have not been and will not be registered under the United States Securities Act of 1933 (the "Securities Act") and may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act. Instruments in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations thereunder. Each Dealer has agreed that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Instruments, (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the Instruments comprising the relevant Tranche, as certified to the Fiscal Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Instruments to or through more than one Dealer, by each of such Dealers as to Instruments of such Tranche purchased by or through it, in which case the Fiscal Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to or for the account or benefit of U.S. persons, and such Dealer will have sent to each Dealer to which it sells Instruments during the distribution compliance period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to or for the account or benefit of U.S. persons. In addition, until forty days after the commencement of the offering of Instruments comprising any Tranche, any offer or sale of Instruments within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

Furthermore, each Series of Instruments will also be subject to such further United States selling restrictions as the Issuer and the relevant Dealer or Dealers may agree and as indicated in the relevant Pricing Supplement.

United Kingdom

In relation to each Series of Instruments, each Dealer subscribing for or purchasing such Instruments has represented to and agreed with, or will represent to and agree with, the Issuer and each other such Dealer (if any) that:

- (a) *No offer to public—listed Instruments:* if such Instruments have a maturity of one year or more and are to be admitted to the Official List of the UK Listing Authority, it has not offered or sold and will not offer or sell any such Instruments to persons in the United Kingdom prior to admission of such Instruments to listing in accordance with Part VI of the FSMA except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995 or the FSMA;

- (b) *No offer to public—Instruments not admitted to the UK Listing Authority:* If such Instruments have a maturity of one year or more and are not to be admitted to the Official List of the UK Listing Authority, it has not offered or sold and will not offer or sell any such Instruments to persons in the United Kingdom prior to the expiry of the period of six months from the issue date of such Instruments except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in the United Kingdom within the meaning of the Public Offers of Securities Regulations 1995;
- (c) *No deposit-taking:* in relation to any Instruments having a maturity of less than one year from the date of their issue:
- (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (ii) it has not offered or sold and will not offer or sell any Instruments other than to persons;
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses,
- where the issue of the Instruments would otherwise constitute a contravention of section 19 of the FSMA by the Issuer;
- (d) *Financial promotion:* it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (e) *General compliance:* it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

Japan

The Instruments have not been and will not be registered under the Securities and Exchange Law of Japan and, accordingly, each Dealer has undertaken that it will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the benefit of, any Japanese Person or to others for re-offering or resale, directly or indirectly, in Japan or to any Japanese Person except under circumstances which will result in compliance with all applicable laws, regulations and guidelines promulgated by the relevant Japanese governmental and regulatory authorities and in effect at the relevant time. For the purposes of this paragraph, "Japanese Person" shall mean any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Federal Republic of Germany

Each Dealer has confirmed that it is aware of the fact that no German selling prospectus (*Verkaufsprospekt*) has been or will be published in respect of the Programme and that it will comply with the Securities Selling Prospectus Act (the 'Act') of the Federal Republic of Germany (*Wertpapier-Verkaufsprospektgesetz*) of 13th December, 1990. In particular, each Dealer has undertaken not to engage in public offering (*öffentliches Aubieten*) in the Federal Republic of Germany with respect to any Instruments issued under the Programme otherwise than in accordance with the Act and any other act replacing or supplementing the Act and all other applicable laws and regulations.

The Netherlands/Global

- (I) Each Dealer has represented and agreed that any Instruments (including rights representing an interest in a Instrument in global form) issued under the Programme that are offered *anywhere in the world* shall, in order to comply with the Netherlands Securities Market Supervision Act 1995 (*Wet toezicht effectenverkeer* 1995, hereinafter the "WTE") only be offered:

- (i) in the event that such Instruments have been or are likely to be admitted to listing on the Official Segment of the stock market of Euronext Amsterdam N.V., provided that contractually binding offers (or any solicitation of such offers) are only made in respect of the Instruments after publication of the advertisement mentioned in article 47.7 of the Listing and Issuing Rules of Euronext Amsterdam N.V. (*Fondsenreglement*) or such earlier moment as the Authority for the Financial Markets of The Netherlands (*Autoriteit Financiële Markten*) hereinafter the "AFM" may accept; or
- (ii) subject to the proviso stated below, in the event that (a) such Instruments have been admitted to the official listing on a stock exchange or have otherwise been publicly offered in another state which is a party to the Treaty on the European Economic Area (hereinafter the "EEA") and (b) this Information Memorandum has been approved by, and the applicable Pricing Supplement has been submitted to or approved by, the competent authority as referred to in Article 20 or Article 21 of EC Directive 89/298/EEC and (c) the AFM has confirmed, where necessary, the availability of recognition in respect of such documents; or
- (iii) if they are part of a Series comprising only Instruments with a denomination of at least EUR 45,379 or the equivalent in any other currency provided that if any such Instruments are issued:
 - (1) at a discount, they may only be offered if their issue price is no less than EUR 45,379 (or its equivalent in any other currency);
 - (2) on a partly-paid basis, they may only be offered if paid-up by their initial holders to at least such amount;
 - (3) with a denomination of precisely EUR 45,379 (or its equivalent in any other currency), they may only be offered on a fully-paid basis and at par or at a premium; or
- (iv) if they are part of a Series of Instruments comprising only Instruments with a maturity of up to one year; or
- (v) to individuals or legal entities anywhere in the world who or which trade or invest in securities in the conduct of a business or profession (which includes banks, securities firms, insurance companies, pension funds, investment institutions, central governments, large international and supranational organisations, other institutional investors and other parties, including treasury departments of commercial enterprises, which are regularly active in the financial markets in a professional manner), in which case:
 - (a) it must be made clear both upon making the offer and in any documents or advertisements in which a forthcoming offering of such Instruments is publicly announced (whether electronically or otherwise) that such offer is exclusively made to the said individuals or legal entities; and
 - (b) a copy of this Information Memorandum and the applicable Pricing Supplement must be submitted to the AFM before the issue date; or
- (vi) (for syndicated Series of Instruments) if the following criteria are met:
 - (a) the Instruments are subscribed for and placed by a syndicate of which at least two members are established in different states that are a party to the Treaty on the EEA; and
 - (b) 60 per cent. or more of the Series of Instruments issued is placed by syndicate members which are established in one or more states other than the jurisdiction of incorporation of the Issuer; and
 - (c) investors may only acquire the Instruments being offered through the intermediary of a credit institution (registered with the Dutch Central Bank) or another financial institution which in the conduct of a business or profession provides one or more of the services described in paragraphs 7 and 8 of the Annex to the Banking Coordination Directive (2000/12/EC);

provided that the Issuer and each relevant Dealer has further represented and agreed that it has not publicly promoted and shall not publicly promote (whether electronically or otherwise) the offer or sale of such Instruments by conducting a generalised advertising or cold-calling campaign *anywhere in the world*; or
- (vii) if all Instruments pertaining to any particular Series are purchased by one or more Dealers acting as principals, and such Dealers:
 - (1) are not incorporated in or acting through a branch office in The Netherlands; and

- (2) qualify as professional market parties (as described under (iv) above); and
- (3) offer all such Instruments exclusively outside The Netherlands;
- (viii) if any other exemption from the prohibition contained in article 3 paragraph 1 of the Netherlands Securities Act applies or if the AFM has granted an (individual) dispensation from the above prohibition and the conditions attached to such exemption or dispensation are fully complied with.

Provided that in the case of (ii) above:

- (a) the Issuer and the relevant Dealer or Dealers procure that any advertisement or document in which a forthcoming offering of Instruments is publicly announced (whether electronically or otherwise) will be submitted to the AFM prior to publication thereof and will mention the respective dates on which the Information Memorandum and the applicable Pricing Supplement were published and were made available or (as the case may be) will be published and will be made available for inspection at the registered office of the Issuer and at the office of the Fiscal Agent; and
- (b) each relevant Dealer severally represents and agrees that prior to the submission of this Information Memorandum (with the approval of the competent authorities) and the applicable Pricing Supplement to the STE and the publication thereof in accordance with (a) above:
 - (i) it has not offered, transferred or sold any Instruments and will not, directly or indirectly, offer, transfer or sell any Instruments except to individuals or legal entities as referred to in (iv) above; and
 - (ii) either it has not distributed and will not distribute any offering or promotional materials in respect of the Instruments (whether electronically or otherwise) or it has complied and will comply with the conditions under (iv)(a) and (b) above;

and each invitation telex and Pricing Supplement in respect of such Instruments will set forth the restrictions under (i) and (ii) above; and

- (c) if after the date of this Information Memorandum new relevant facts occur or are discovered, Section 6 of the Decree on the Securities Market Supervision Act 1995 (*Besluit toezicht effectenverkeer 1995*) is complied with.
- (II) In addition and without prejudice to the relevant restrictions set out under (I) above, Zero Coupon Instruments (as defined below) in definitive form of the Issuer may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or an admitted institution of Euronext Amsterdam N.V., admitted in a function on one or more markets or systems held or operated by Euronext Amsterdam N.V. (*toegelaten instelling*), in accordance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended). No such mediation is required (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Instrument in global form, or (b) in respect of the initial issue of Zero Coupon Instruments in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Instruments in definitive form between individuals not acting in the conduct of a business or profession, or (d) in respect of the transfer and acceptance of such Zero Coupon Instruments within, from or into The Netherlands if all Zero Coupon Instruments (either in definitive form or as rights representing an interest in a Zero Coupon Instrument in global form) of any particular Series are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter. In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Instruments have to be complied with. As used herein "**Zero Coupon Instruments**" are Instruments that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

Switzerland

Each Dealer has agreed that any issue of Notes denominated in Swiss Francs will be in compliance with the guidelines of the Swiss National Bank regarding issues of Swiss Franc denominated debt securities.

General

Other than with respect to the admission to listing, trading and/or quotation by such one or more listing authorities, stock exchanges and/or quotation systems as may be specified in the Pricing Supplement, no action

has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Information Memorandum (or any document forming part thereof) or any Pricing Supplement comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Instruments or have in their possession or distribute such offering material, in all cases at their own expense.

The Issuer will have no responsibility for, and each Dealer will obtain, any consent, approval or permission required by it for, the acquisition, offer, sale or delivery by it of Instruments under the laws and regulations in force in any jurisdiction to which it is subject or in or from which it makes any acquisition, offer, sale or delivery of Instruments. No Dealer is authorised to make any representation or use any information regarding the Issuer or any Instruments in connection with the issue, subscription and sale of Instruments other than as contained in this Information Memorandum, in any amendment or supplement hereto, in any Pricing Supplement, in the Dealership Agreement, in the Fiscal Agency Agreement, in the Deed of Covenant or as is approved for such purpose by the Issuer.

GENERAL INFORMATION

1. The Issuer is a public limited liability company incorporated under Netherlands law on 31st October, 1945. Its corporate seat and registered office are situated in The Hague and it is registered at the Commercial Register in The Hague under No. 27032036.
2. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Series.
3. The establishment of the Programme was authorised by the Supervisory Board of the Issuer on 25th August, 1992 and by the Board of Managing Directors of the Issuer on 13th July, 1992. The change in the Issuer's name was authorised by a duly convened meeting of the Board of Managing Directors of the Issuer held on 28th March, 2000, and the increase in the Programme Amount was authorised by a duly convened meeting of the Board of Managing Directors of the Issuer held on 3 May, 2000. The update of the Programme was approved by the Board of Managing Directors of the Issuer in a written resolution dated 3 July, 2002, which update was authorised by the Supervisory Board on 6 March, 2002.
4. There are no nor have there been any legal or arbitration proceedings involving the Issuer or any of its subsidiaries (including any such proceedings which are pending or threatened) of which the Issuer is aware which may have or have had during the twelve months prior to the date of this Information Memorandum a significant effect on the financial position of the Issuer or of the Issuer and its subsidiaries taken as a whole (the "Group").
5. Since 31st December, 2001, there has been no significant change in the financial or trading position nor any material adverse change in the financial position or prospects of the Issuer or of the Group.
6. The financial statements of the Issuer have been audited by PriceWaterhouseCoopers, N.V. for the financial year 2001 and by KPMG Accountants N.V. for the three financial years before the financial year 2001, and unqualified opinions have been reported thereon.
7. Throughout the life of the Programme, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the specified office of the Fiscal Agent and Principal Registrar and at the registered office of the Issuer, namely:
 - (a) the Articles of Association of the Issuer;
 - (b) the current listing particulars in relation to the Programme, together with any amendments or supplements thereto and any document incorporated therein by reference;
 - (c) the Fiscal Agency Agreement;
 - (d) the Deed of Covenant;
 - (e) the Dealership Agreement;
 - (f) the audited consolidated financial statements of the Issuer and its subsidiary undertakings for the last two preceding financial years and the unaudited consolidated financial statements (if any) of the Issuer for the most recent financial half-year; and
 - (g) any Pricing Supplement relating to Instruments which are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. In the case of a Series of Instruments in relation to which application has not been made for admission to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, copies of the relevant Pricing Supplement will only be available for inspection by a Holder or, as the case may be, a Relevant Account holder (as defined in the Deed of Covenant) in respect of such Instruments.

8. The listing of the Instruments on the Official List of the UK Listing Authority will be expressed as a percentage of their principal amount (exclusive of accrued interest). It is expected that each Series of Instruments which is to be admitted to the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange (i) will be so admitted to listing and trading upon submission to the UK Listing Authority and the London Stock Exchange of the relevant Pricing Supplement and any other information required by the UK Listing Authority and the London Stock Exchange and (ii) will be admitted separately as and when issued, subject only to the issue of a temporary global Instrument initially representing the relevant Series or, as the case may be, a Registered Instrument. Prior to official listing, however, dealings will be permitted by the London Stock Exchange in accordance with its rules. Transactions will normally be effected for delivery on the third working day after the day of the transaction. Instruments may be issued pursuant to the Programme which will not be admitted to listing, trading and/or quotation by the UK Listing Authority or the London Stock Exchange or any other listing authority, stock exchange and/or quotation system or which will be admitted to listing, trading and/or quotation by such listing authority, stock exchange and/or quotation system as the Issuer and the relevant Dealers may agree, subject to the terms of the Dealership Agreement.

Application has been made to list Instruments issued under the Programme on the Luxembourg Stock Exchange and, in connection therewith, the Luxembourg Stock Exchange has assigned registration number 12736 to the programme. Prior to the listing of any Instruments, the constitutional documents of the Issuer and the legal notice relating to the issue will be registered with the Registrar of the District Court in Luxembourg (*Greffier en Chef du Tribunal d'Arrondissement de et à Luxembourg*), where copies of these documents may be obtained upon request.

9. The Instruments have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The relevant Pricing Supplement shall specify any other clearing system as shall have accepted the relevant Instruments for clearance. The appropriate common code and the International Securities Identification Number in relation to the Instruments of each Series will be specified in the Pricing Supplement relating thereto.

10. Bearer Instruments (other than temporary global Instruments) and any Coupon appertaining thereto will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Section 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a Bearer Instrument or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Instrument or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.

11. Instruments in definitive form which are listed on the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange and/or the Luxembourg Stock Exchange will be security printed.

12. The Issuer currently has, directly or indirectly, a 100 per cent. interest in approximately 65 subsidiaries.

REGISTERED AND HEAD OFFICE OF THE ISSUER

NIB Capital Bank N.V.
Carnegieplein 4
2517 KJ The Hague

DEALERS

ABN AMRO Bank N.V.
250 Bishopsgate
London EC2M 4AA

Credit Suisse First Boston (Europe) Limited
One Cabot Square
Canary Wharf
London E14 4QJ

Deutsche Bank AG London
Winchester House
1 Great Winchester Street
London EC2N 2DB

Goldman Sachs International
Peterborough Court
133 Fleet Street
London EC4A 2BB

Lehman Brothers International (Europe)
One Broadgate
London EC2M 7HA

Merrill Lynch International
Merrill Lynch Financial Centre
2 King Edward Street
London EC1A 1HQ

Mizuho International plc
Bracken House
One Friday Street
London EC4M 9JA

J.P. Morgan Securities Ltd.
125 London Wall
London EC2Y 5AJ

Morgan Stanley & Co. International Limited
25 Cabot Square
Canary Wharf
London E14 4QA

NIB Capital Bank N.V.
Carnegieplein 4
2517 KJ The Hague

Nomura International plc
Nomura House
1 St. Martin's-le-Grand
London EC1A 4NP

UBS Warburg
1 Finsbury Avenue
London EC2M 2PP

AUDITORS OF THE ISSUER

PricewaterhouseCoopers N.V. Accountants
Prins Bernhardplein 200
1097 JB Amsterdam

FISCAL AGENT AND PRINCIPAL REGISTRAR

Citibank, N.A.
5 Carmelite Street
London EC4Y 0PA

ALTERNATIVE REGISTRAR

Citibank, N.A.
111 Wall Street
New York
NY10043 USA

PAYING AGENTS

Banque Générale du Luxembourg S.A.
50, Avenue J.F. Kennedy
L-2951 Luxembourg

Citibank, N.A.
5 Carmelite Street
London EC4Y 0PA

LEGAL ADVISERS

As to the laws of the Netherlands

To the Issuer
NIB Capital Legal Affairs
NIB Capital Bank N.V.
Carnegieplein 4
2517 KJ The Hague

To the Dealers
Clifford Chance
Limited Liability Partnership
Droogbak 1A
1013 GE Amsterdam

To the Dealers
As to English law
Clifford Chance
Limited Liability Partnership
200 Aldersgate Street
London EC1A 4JJ

AUTHORISED ADVISER

Morgan Stanley & Co. International Limited
25 Cabot Square
Canary Wharf
London E14 4QA

LUXEMBOURG LISTING AGENT

Banque Générale du Luxembourg S.A.
50, Avenue J.F. Kennedy
L-2951 Luxembourg

