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AMENDED AND RESTATED MASTER DEFINITIONS AGREEMENT

originally dated 30 May 2022
as lastly amended and restated on 6 October 2026

between

NIBC BANK N.V.

and

HYPINVEST B.V.
HYPINVEST HYPOTHEKEN B.V.
NIBC DIRECT HYPOTHEKEN B.V.
QUION 30 B.V.
LOT HYPOTHEKEN B.V.

and

NIBC SB COVERED BOND COMPANY B.V.

and

STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY

and

STICHTING HOLDING NIBC SB COVERED BOND COMPANY

and

CSC MANAGEMENT (NETHERLANDS) B.V.
IQ EQ STRUCTURED FINANCE B.V.
CSC ADMINISTRATIVE SERVICES (NETHERLANDS) B.V.

and

CITIBANK N.A., LONDON BRANCH

and

SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH

and

KPMG ACCOUNTANTS N.V.

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THIS AGREEMENT is originally dated 30 May 2022, as lastly amended and restated on 6 October 2026 and made between:

1. **NIBC BANK N.V.**, a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

2. **HYPINVEST B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

3. **HYPINVEST HYPOTHEKEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

4. **NIBC DIRECT HYPOTHEKEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

5. **QUION 30 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

6. **LOT HYPOTHEKEN B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in The Hague, the Netherlands;

7. **NIBC SB COVERED BOND COMPANY B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

8. **STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY**, a foundation (*stichting*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

9. **STICHTING HOLDING NIBC SB COVERED BOND COMPANY**, a foundation (*stichting*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

10. **CSC MANAGEMENT (NETHERLANDS) B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

11. **IQ EQ STRUCTURED FINANCE B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

12. **CSC ADMINISTRATIVE SERVICES (NETHERLANDS) B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amsterdam, the Netherlands;

13. **CITIBANK, N.A., LONDON BRANCH**, whose address is at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom;

14. **SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH,** a company incorporated under the laws of France; and

15. **KPMG ACCOUNTANTS N.V.**, a public company with limited liability (*naamloze vennootschap*), incorporated under the laws of the Netherlands, having its corporate seat (*statutaire zetel*) in Amstelveen, the Netherlands.

WHEREAS:

NIBC Bank N.V. has initiated a covered bond programme pursuant to which NIBC Bank N.V. will issue covered bonds from time to time (the "**Programme**").

IT IS AGREED as follows:

1. INTERPRETATION

The parties hereto agree that in the Transaction Documents the following expressions have, except where the context otherwise requires, the following meanings:

"**2022 Amendment Date**"	means 3 November 2022;
"**2024 Amendment Date**"	means 2 October 2024;
"**2026 Amendment Date**"	means 6 October 2026;
"**Accrued Interest**"	means in relation to any Mortgage Receivable and as at any date interest on such Mortgage Receivable (not being interest which is currently payable on such date) which has accrued from and including the scheduled interest payment date under the associated Mortgage Loan immediately prior to the relevant date up to and including that date;
"**Adjusted Aggregate Asset Amount**"	has the meaning ascribed thereto in Schedule 1 of the Asset Monitoring Agreement;
"**Adjusted Current Balance**"	has the meaning ascribed thereto in Schedule 1 of the Asset Monitoring Agreement;
"**Adjusted Required Redemption Amount**"	means an amount equal to the aggregate Required Redemption Amount of the Earliest Maturing Covered Bonds in respect of which the CBC is required to undertake a sale pursuant to the Asset Monitoring Agreement, less amounts standing to the credit of the CBC Account and the principal amount of any Substitution Assets (excluding all amounts to be applied on the following CBC Payment Date to repay higher ranking amounts in the CBC Priority of Payments and excluding those amounts that are required to repay any Series

	which mature prior to or on the same date as the relevant Series);
"**Adjustment Spread**"	has the meaning ascribed thereto in Condition 5(B)(ii)(d) (*Replacement Reference Rate Determination for Discontinued Reference Rate*);
"**Administration Agreement**"	means the administration agreement entered into by the Administrator, the CBC and the Security Trustee on the Programme Date substantially in the Agreed Form;
"**Administration Rights**"	means any and all present and future rights (*vorderingen*) of the CBC vis-à-vis the Administrator under or in connection with the Administration Agreement;
"**Administrator**"	means NIBC Bank N.V. in its capacity as administrator under the Administration Agreement or its successor or successors;
"**AFM**"	means the Dutch Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*);
"**Agency Agreement**"	means the agency agreement entered into by the Issuer, the CBC, the Security Trustee, the Registrar, the Paying Agent and any other agents named therein on the Programme Date substantially in the Agreed Form;
"**Agents**"	means, in relation to the Covered Bonds of any Series, the Registrar, the Calculation Agent, the Principal Paying Agent, any other Paying Agents or any of them, as the case may be;
"**Agreed Form**"	means, in relation to any document, the form of the document which has been agreed between the parties thereto;
"**Amortisation Test**"	has the meaning ascribed thereto in Clause 4.1 of the Asset Monitoring Agreement;

"**Amortisation Test Aggregate Asset Amount**"	has the meaning ascribed thereto in Schedule 2 of the Asset Monitoring Agreement;
"**Amortisation Test Current Balance**"	has the meaning ascribed thereto in Schedule 2 of the Asset Monitoring Agreement;
"**Arrangers**"	means NIBC Bank N.V. and ABN AMRO Bank N.V.;
"**Arrears of Interest**"	means, in relation to any Mortgage Receivable and as at any date, interest which is due and payable and unpaid up to and including that date;
"**Asset Cover Report**"	means the asset cover report prepared each month by the Administrator for the CBC which includes the relevant calculations in respect of the Asset Cover Test;
"**Asset Cover Test**"	has the meaning ascribed thereto in Clause 3.1 of the Asset Monitoring Agreement;
"**Asset Monitor**"	means KPMG Accountants N.V. or such other person as may from time to time be appointed as asset monitor pursuant to the Asset Monitoring Agreement;
"**Asset Monitor Appointment Agreement**"	means the asset monitor appointment agreement entered into by the Issuer, the Administrator, the CBC, the Asset Monitor and the Security Trustee on the 2026 Amendment Date;
"**Asset Monitor Report**"	means the agreed upon procedures report prepared by the Asset Monitor for the CBC which includes the results of the tests conducted by the Asset Monitor in accordance with the Asset Monitor Appointment Agreement;
"**Asset Monitor Rights**"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Asset Monitor under or in connection with the Asset Monitor Appointment Agreement;

"**Asset Monitoring Agreement**"	means the asset monitoring agreement entered into by the Issuer, the Administrator, the CBC and the Security Trustee on the Programme Date substantially in the Agreed Form;
"**Asset Percentage**"	means 95.0 per cent. or such other percentage as is determined from time to time in accordance with Clause 3.2 of the Asset Monitoring Agreement;
"**Assignment Notification Event**"	means any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) one of the events specified in Clause 3.2 of the Guarantee Support Agreement;
"**Auditors**"	means the auditors for the time being of the Issuer or, as the case may be, the CBC or, in the event of their being unable or unwilling promptly to carry out any action requested of them pursuant to the provisions of the Trust Deed, such other firm of accountants as may be nominated or approved by the Security Trustee;
"**Authority**"	means any competent regulatory, prosecuting, tax or governmental authority in any jurisdiction;
"**Back-up Administration Agreement**"	means the administration agreement entered into by the Back-up Administrator, the CBC and the Security Trustee on the Programme Date substantially in the Agreed Form;
"**Back-up Administration Rights**"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Back-up Administrator under or in connection with the Back-up Administration Agreement;
"**Back-up Administrator**"	means CSC Administrative Services (Netherlands) B.V. in its capacity as back-up administrator under the Back-up Administration Agreement or its successor or successors;
"**Base Prospectus**"	means the base prospectus prepared in connection with the Programme as revised, supplemented or amended from time to time by the Issuer and the CBC in accordance with Clause 6.2 of the

	Programme Agreement including any documents which are from time to time incorporated by reference in the base prospectus, except that in relation to each Tranche of Covered Bonds only, the applicable Final Terms shall be deemed to be included in the base prospectus;
"**Bearer Covered Bond**"	means a Covered Bond issued in bearer form by the Issuer;
"**Benchmark Event**"	has the meaning ascribed thereto in Condition 5(B)(ii)(d) (*Replacement Reference Rate Determination for Discontinued Reference Rate*);
"**Benchmarks Regulation**"	means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014;
"**Beneficiary Rights**"	means the Life Beneficiary Rights and the Savings Beneficiary Rights;
"**Block Voting Instruction**"	has the meaning ascribed thereto in Schedule 1 to the Trust Deed;
"**Borrower**"	means the debtor or debtors, including any jointly and severally liable co-debtor or co-debtors, of a Mortgage Loan;
"**Borrower Insurance Pledge**"	means a right of pledge (*pandrecht*) on the rights of the relevant Borrower/insured against (i) the relevant Savings Participant or insurance company under the relevant Savings Linked Insurance Policy securing the relevant Savings Mortgage Receivable or (ii) the relevant Life Insurance Company under the relevant Life Insurance Policy securing the relevant Mortgage Receivable;
"**Borrower Insurance Proceeds Instruction**"	means an instruction (*opdracht*) and power of attorney (*volmacht*) by a beneficiary to the relevant Life Insurance Company or the relevant Savings Participant or any other insurance

	company to pay any insurance proceeds to the relevant Transferor in full or partial satisfaction of the same debt for which the relevant Borrower Insurance Pledge was created;
"**Borrower Investment Account**"	means, in respect of an Investment Mortgage Loan, an investment account in the name of the relevant Borrower;
"**Borrower Pledge**"	means a right of pledge (*pandrecht*) securing the relevant Mortgage Receivable, including a Borrower Insurance Pledge;
"**Breach of Asset Cover Test**"	has the meaning ascribed to such term in Clause 3.3 of the Asset Monitoring Agreement;
"**Breach of Asset Cover Test Notice**"	means a notice served by the Security Trustee addressed to the Issuer and the CBC informing them that a Breach of Asset Cover Test has occurred (i.e. the Asset Cover Test is breached for the second time in a row) and that, until remedied, no new Covered Bonds may be issued and that certain payments will not be made to the Issuer;
"**BRRD**"	means Directive 2014/59/EU for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms, as amended by Directive (EU) 2019/879 as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms;
"**Business Day**"	means (i) a day on which banks are generally open for business in Amsterdam and London, provided that such day is also a day on which T2 or any successor thereto is operating credit or transfer instructions in respect of payments in euro or (ii), if used in or by reference to Condition 5 (*Interest*), such day as determined in accordance with Condition 5 (*Interest*) and the applicable Final Terms;

"**Calculation Agency Agreement**"	means a calculation agency agreement substantially in the form set out in Schedule 3 to the Agency Agreement;
"**Calculation Agent**"	means, in relation to the Covered Bonds of any Series, the institution appointed as calculation agent in relation to such Covered Bonds pursuant to the relevant Calculation Agency Agreement (Schedule 3 to the Agency Agreement) or the Agency Agreement;
"**Calculation Amount**"	has the meaning ascribed to it in the applicable Final Terms or, if no such amount is specified in the applicable Final Terms, the Specified Denomination;
"**Calculation Date**"	means the date falling two (2) Business Days before each CBC Payment Date. The "relevant" Calculation Date in respect of any Calculation Period will be the first Calculation Date falling after the end of that period and the "relevant" Calculation Date in respect of any CBC Payment Date will be the last Calculation Date prior to that CBC Payment Date;
"**Calculation Period**"	means the period from the Programme Date to the last day of June 2022 and thereafter, each period from (and including) the first day of each month to the last day of that same month;
"**CB Regulations**"	means the Dutch covered bonds legislation effective as of 8 July 2022 and which implements the Covered Bond Directive in the Netherlands, which is set out in the covered bond directive implementation law (*Implementatiewet richtlijn gedekte obligaties*) dated 15 December 2021 and the Decree, as amended from time to time;
"**CBC**"	means NIBC SB Covered Bond Company B.V. or its successor or successors;
"**CBC Acceleration Notice**"	has the meaning ascribed to such term in Condition 10(b) (*CBC Events of Default*);

"CBC Account"	means the bank account with account number IBAN: NL19-SOGE-0270223010 in the name of the CBC pursuant to the CBC Account Agreement with the CBC Account Bank;
"CBC Account Agreement"	means the cbc account agreement entered into by the CBC, the CBC Account Bank and the Security Trustee on the Programme Date substantially in the Agreed Form;
"CBC Account Bank"	means Société Générale S.A., Amsterdam Branch in its capacity as CBC account bank under the CBC Account Agreement or its successor or successors;
"CBC Account Bank Period"	means the period from (and including) any CBC Payment Date to (but excluding) any consecutive CBC Payment Date, save for the first CBC Account Bank Period which shall be from and including the Programme Date to but excluding the CBC Payment Date falling in June 2022;
"CBC Account Rights"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the CBC Account Bank under or in connection with the CBC Account Agreement and in respect of all CBC Transaction Accounts other than the Swap Collateral Account;
"CBC Deductible Amount"	has the meaning ascribed to it in Clause 2.6 of the Parallel Debt Agreement;
"CBC Event of Default"	means any of the events specified as such in Condition 10(b) (*CBC Events of Default*);
"CBC Payment Date"	means the 17th day of each month or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next calendar month, in which event such CBC Payment Date shall be brought forward to the immediately preceding Business Day;
"CBC Payment Obligations"	has the meaning ascribed to it in Clause 2.1 of the Parallel Debt Agreement;

"CBC Payment Period"	means each period from (and including) a CBC Payment Date to (but excluding) the next CBC Payment Date;
"CBC Priority of Payments"	has the meaning ascribed thereto in Clause 13 of the Trust Deed;
"CBC Services"	has the meaning ascribed thereto in Schedule 1 to the Administration Agreement;
"CBC Transaction Accounts"	means the CBC Account, the Reserve Account and the Swap Collateral Account and any additional or replacement accounts, including any Other CBC Transaction Accounts, opened in the name of the CBC with the CBC Account Bank;
"CBC Transaction Accounts Funds"	means, on any day, the balance standing to the credit of the CBC Transaction Accounts as at the opening of business on such day;
"CBC Transaction Accounts Interest Rate"	means the interest rate equal to €STR plus 3.5 basis points per annum or such other interest rate as may be agreed between the CBC Account Bank and the CBC;
"CBC Transaction Documents"	means (i) the Guarantee Support Agreement, (ii) the Servicing Agreement, (iii) the Administration Agreement, (iv) any Savings Participation Agreement, (v) the Asset Monitor Appointment Agreement, (vi) the Agency Agreement, (vii) the CBC Account Agreement, (viii) the Back-Up Administration Agreement, (ix) any Swap Agreement and (x) any other document of which the rights of the CBC under such document will be pledged to the Security Trustee pursuant to the Security Trustee Rights Pledge Agreement;
"CBC Warranties"	means the representations and warranties by the CBC set out in Schedule 12 to the Programme Agreement;
"Clearstream, Luxembourg"	means Clearstream Banking, S.A.;

"Collateral Market Value"	means in relation to Transferred Collateral, at any date, the market value of the relevant Transferred Collateral on such date;
"Collateral Return Payments"	means any payments or deliveries to be made in respect of the return of any Swap Collateral Amounts by the CBC to the relevant Swap Counterparty pursuant to the relevant Swap Agreement;
"Collection Foundation"	means in respect of (i) Quion 30 B.V. and Hypinvest Hypotheken B.V., Stichting Hypotheek Ontvangsten, (ii) NIBC Direct Hypotheken B.V. and Hypinvest B.V., Stichting Ontvangsten Hypotheekgelden and (iii) Lot Hypotheken B.V., Stichting Ontvangsten Hypotheekgelden Lot;
"Collection Foundations Accounts"	means the bank account(s) maintained by the relevant Collection Foundation;
"Collection Foundation Account Pledge Agreements"	means, (i) in respect of Quion 30 B.V. and Hypinvest Hypotheken B.V. the pledge agreement between, among others, the CBC, the Security Trustee, the Previous Transaction SPVs, the Previous Transaction Security Trustees, Quion 30 B.V. and Hypinvest Hypotheken B.V. dated 16 May 2022, (ii) in respect of NIBC Direct Hypotheken B.V. and Hypinvest B.V., the pledge agreement between, among others, the CBC, the Security Trustee, Previous Transaction SPVs, the Previous Transaction Security Trustees, NIBC Direct Hypotheken B.V. and Hypinvest B.V. dated 21 April 2023 and (iii) in respect of Lot Hypotheken B.V., the pledge agreement between, among others, Stichting Ontvangsten Hypotheekgelden Lot and the Collection Foundation Security Trustee dated 7 February 2020 or, in each case, the pledge agreement or pledge agreements entered into by one or more of the aforementioned parties in replacement of the relevant collection foundation accounts pledge agreement or collection foundation accounts pledge agreements in force at that time, and/or in

	addition to the existing collection foundation accounts pledge agreements in force at that time;
"Collection Foundation Agreements"	means the Collection Foundation Account Pledge Agreements and the Receivables Proceeds Distribution Agreements;
"Collection Foundation Security Trustee"	means Stichting Security Trustee Ontvangsten Hypotheekgelden Lot;
"Common Depositary"	means a common depositary for Euroclear and Clearstream, Luxembourg;
"Common Safekeeper"	means an ICSD in its capacity as common safekeeper or a person nominated by the ICSDs to perform the role of common safekeeper;
"Common Service Provider"	means a person nominated by the ICSDs to perform the role of common service provider;
"Conditions"	means:

(a) in relation to the Bearer Covered Bonds of any Series, the terms and conditions to be endorsed on, or incorporated by reference in, the Bearer Covered Bonds of such Series, in each case in the form set out in the Trust Deed or in such other form, having regard to the terms of the Covered Bonds of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Security Trustee and the relevant Dealer(s) as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Bearer Covered Bonds of such Series accordingly; or

(b) in relation to the Registered Covered Bonds of any Series, the terms and

conditions to be incorporated by reference in the Registered Covered Bonds Deed(s) in respect of such Series, in the form set out in the Trust Deed or in such other form, having regard to the terms of the relevant Series, as may be agreed between the Issuer, the CBC, the Principal Paying Agent, the Security Trustee and the relevant purchaser as modified and supplemented by the Final Terms applicable to such Series, as any of the same may from time to time be modified in accordance with the provisions of the Trust Deed and any reference in the Trust Deed to a particular numbered Condition shall be construed in relation to the Registered Covered Bonds of such Series accordingly;

"Confirmation" has the meaning ascribed to it in the recital to the relevant ISDA Master Agreement forming part of the relevant Swap Agreement;

"Confirmation Letter" means:

(a) in respect of the appointment of a third party as a Dealer for the duration of the Programme, the Confirmation Letter substantially in the form set out in Schedule 3 to the Programme Agreement; and

(b) in respect of the appointment of a third party as a Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Confirmation Letter substantially in the form set out in Schedule 5 to the Programme Agreement;

"Construction Deposit" means in relation to a Mortgage Loan, that part of the Mortgage Loan which the relevant Borrower requested to be disbursed into a blocked account held in his name with the relevant Transferor, the proceeds of which can only be applied towards

	construction of, or improvements to, the relevant Mortgaged Asset;
"**Couponholder**"	means the holder of a Coupon;
"**Coupons**"	means any bearer interest coupons appertaining to the Covered Bonds of any Series and includes any replacement coupons issued pursuant to Condition 11 (*Replacement of Covered Bonds, Coupons and Talons*);
"**Covered Bond Directive**"	means Directive (EU) 2019/2162 of the European Parliament and of the Council on the issue of covered bonds and covered bond public supervision and amending Directives 2009/65/EC and 2014/59/EU;
"**Covered Bond Purchase Agreement**"	means an agreement supplemental to the Programme Agreement in the form, or substantially in the form, as set out in Schedule 10 to the Programme Agreement or in such other form as may be agreed between the Issuer, the CBC and the Lead Manager or one or more Dealers (as the case may be);
"**Covered Bondholder**"	means the holders for the time being of the Covered Bonds, including the Coupons and Talons appertaining thereto;
"**Covered Bonds**"	means the Bearer Covered Bonds and the Registered Covered Bonds of any Series issued pursuant to the Trust Deed which shall be in or substantially in the form set out in Schedule 2 to the Trust Deed or, as the case may be, a specific number thereof and includes any replacement covered bonds of such Series issued pursuant to Condition 11 (*Replacement of Covered Bonds, Coupons and Talons*) and each Global Covered Bond in respect of such Series for so long as it has not been exchanged in accordance with the terms thereof;
"**CRA Regulation**"	means Regulation (EC) No. 1060/2009 of the European Parliament and of the Council of 16

September 2009 on credit rating agencies, as amended;

"Credit Support Annex" means in respect of each Swap Agreement, the ISDA Credit Support Annex between the Issuer and the relevant Swap Counterparty which supplements and forms part of the relevant Swap Agreement;

"CRR" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012, as amended by Regulation (EU) 2019/2160 of the European Parliament and of the Council of 27 November 2019 as regards exposures in the form of covered bonds, as further amended from time to time, and includes any regulatory technical standards and any implementing technical standards issued by the European Banking Authority or any successor body, from time to time;

"Current Balance" means in relation to an Eligible Receivable at any date, the aggregate (without double counting) of the Net Outstanding Principal Amount, Accrued Interest (unless it concerns calculations for either the Asset Cover Test or the Amortisation Test Aggregate Asset Amount, in which case Accrued Interest will not be included) and Arrears of Interest as at that date;

"Custodian" means a custodian appointed pursuant to the Custody Agreement;

"Custody Agreement" means a custody agreement in relation to Substitution Assets to be entered into between the CBC and a Custodian;

"Cut-Off Date" means the first day of the month immediately preceding the date on which Mortgage Receivables are purchased and transferred or, in

respect of other Transferred Assets, the date of purchase and transfer;

"Data Protection Act" means (i) the General Data Protection Regulation and (ii) any other applicable data protection and data privacy laws and regulations;

"Dealer" means NIBC Bank, ABN AMRO Bank N.V. and any other dealer appointed to the Programme for a particular Tranche of Covered Bonds pursuant to the Programme Agreement, which appointment may be for a specific issue or on an ongoing basis;

"Dealer Accession Letter" means:

(a) in respect of the appointment of a New Dealer for the duration of the Programme or until terminated by the Issuer, the Dealer Accession Letter substantially in the form set out in Schedule 2 to the Programme Agreement; and

(b) in respect of the appointment of a New Dealer for one or more particular issue(s) of Covered Bonds under the Programme, the Dealer Accession Letter substantially in the form set out in Schedule 4 to the Programme Agreement;

"Decree" means the covered bond directive implementation decree (*Implementatiebesluit richtlijn gedekte obligaties*) dated 24 May 2022, as amended from time to time;

"Deed of Assignment and Pledge" means each deed of assignment and pledge of Mortgage Receivables substantially in the form attached as Schedule 2 to the Guarantee Support Agreement;

"Deed of Retransfer and Release" means the deed of re-assignment and release of Mortgage Receivables in the form attached as Schedule 3 to the Guarantee Support Agreement;

"Defaulted Receivable" means any Mortgage Receivable (other than any Mortgage Receivable in respect of which

payment is disputed (in whole or in part, with or without justification) by the Borrower owing such Mortgage Receivable or any Mortgage Receivable which has been written off by the relevant Transferor as irrecoverable for accounting purposes in accordance with that Transferor's general accounting practices) in respect of which:

(a) a declaration has been made by the relevant Transferor that such Mortgage Receivable is irrecoverable;

(b) legal proceedings have been commenced for its recovery;

(c) the related Borrower is declared bankrupt (*failliet verklaard*) or has been granted a suspension of payments (*surseance van betaling*) or debt rescheduling arrangement (*schuldsaneringsregeling*) or equivalent or analogous events or proceedings have occurred in relation to the relevant Borrower; or

(d) the relevant Borrower is in default with its payment obligation under such Mortgage Receivable (including, without limitation, payments made by third parties on behalf of the Borrower) by the end of the calendar month during which such Mortgage Receivable becomes more than ninety (90) days overdue for payment from the original date on which such Mortgage Receivable is due and payable within the meaning of Article 178 of the CRR (and the relevant guideline issued on the application of this Article 178 CRR from time to time);

"Definitive Covered Bonds" means Covered Bonds in definitive form in respect of any Series of Covered Bonds;

"**Delivery Event**"	means the event that Euroclear Nederland has been closed for a continuous period of fourteen (14) days (other than by reason of holiday, statutory or otherwise) or has announced an intention to cease business permanently or has in fact done so and no successor clearing system is available, provided that a Permanent Global Covered Bond may be delivered (*uitgeleverd*) pursuant to the Dutch Securities Giro Transfer Act (*Wet giraal effectenverkeer*);
"**Deposit Amount**"	has the meaning ascribed thereto in the Asset Monitoring Agreement;
"**Determination Period**"	means the period from and including an Interest Payment Date in any year up to but excluding the next Interest Payment Date;
"**Directors**"	means CSC Management (Netherlands) B.V. with respect to the CBC, IQ EQ Structured Finance B.V. with respect to the Security Trustee and CSC Management (Netherlands) B.V. with respect to the Stichting Holding, and their respective successor(s);
"**Distribution Compliance Period**"	has the meaning given to that term in Regulation S under the Securities Act;
"**DNB**"	means the Dutch Central Bank (*De Nederlandsche Bank N.V.*);
"**Due for Payment**"	means, with respect to a Guaranteed Amount (i) prior to the service of a CBC Acceleration Notice, the Scheduled Payment Date in respect of such Guaranteed Amount or, if later, the day which is two (2) Business Days after service of an Issuer Acceleration Notice and a Notice to Pay on the CBC or (ii) after the service of a CBC Acceleration Notice, the date on which the CBC Acceleration Notice is served (or, in either case, if such day is not a Business Day, the first following Business Day);

"**Dutch Civil Code**"	means the Dutch Civil Code (*Burgerlijk Wetboek*);
"**Earliest Maturing Covered Bonds**"	has the meaning ascribed thereto in the Asset Monitoring Agreement;
"**Early Redemption Amount**"	has the meaning ascribed to such term in Condition 7(e) (*Early Redemption Amounts*);
"**EEA**"	means the European Economic Area;
"**Eligibility Criteria**"	means the criteria for the Mortgage Receivables which are set forth in Part 3 of Schedule 1 to the Guarantee Support Agreement, as may be amended in accordance with the provisions of the Guarantee Support Agreement;
"**Eligible Assets**"	means Eligible Collateral and Eligible Receivables;
"**Eligible Collateral**"	means euro denominated cash and/or Substitution Assets;
"**Eligible Receivable**"	means a mortgage receivable or a mortgage loan to which it relates which complies with the Eligibility Criteria as at the relevant Transfer Date;
"**Eligible Swap Counterparty**"	means a financial institution which is permitted under Dutch law to enter into derivative contracts with Dutch entities and whose unsecured, unsubordinated and unguaranteed debt obligations are rated not lower than the minimum ratings, as the Rating Agency may be comfortable with to maintain the then current rating of the Covered Bonds;
"**EMIR**"	means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories;
"**Escrow List of Loans**"	means, a list of all Mortgage Loans at such time, which list includes (i) the name and address of the Borrower and (ii) the address of the Mortgaged

Assets, if different from (i), and which list shall be provided by Stater Nederland B.V., Quion Hypotheekbemiddeling B.V., Quion Hypotheekbegeleiding B.V. or Quion Services B.V. as sub-servicers of the Servicer upon the occurrence of an Assignment Notification Event, pursuant to the Stater Release Letter or the Quion Release Letter, as the case may be;

"**€STR**"	has the meaning ascribed thereto in Condition 5(B)(ii)(c) (*Screen Rate Determination for Floating Rate Covered Bonds referencing Compounded Daily €STR*);
"**EU MiFID II**"	means Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments;
"**EU MiFID Product Governance Rules**"	means the MiFID Product Governance rules under Commission Delegated Directive (EU) 2017/593;
"**EURIBOR**"	means the Euro zone inter bank offered rate or its successor rate;
"**EUR**", "**Euro**" and "**€**"	means the currency of the member states of the European Union that have adopted a single currency in accordance with the treaty establishing the European Communities, as amended by the Treaty on the European Union;
"**Euroclear**"	means Euroclear Bank SA/NV or its successor or successors as operator of the Euroclear System;
"**Euroclear Nederland**"	means Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., or its successor or successors;
"**Euronext Amsterdam**"	means Euronext in Amsterdam, the regulated market of Euronext Amsterdam N.V.;
"**Excess Proceeds**"	has the meaning ascribed thereto in Clause 11.5 of the Trust Deed;
"**Excess Swap**	means, in case of replacement of a Swap Agreement, the amount by which (i) the Swap

Replacement Amounts"	Replacement Amount received by the CBC in connection with the Swap Agreement that is replaced exceeds (ii) the amounts debited to the Swap Replacement Ledger in respect of the replacement of such transaction;
"**Exchange Date**"	has the meaning ascribed to such term in the Temporary Global Covered Bond;
"**Exchange Event**"	has the meaning ascribed to such term in the Permanent Global Covered Bond;
"**Excluded Swap Termination Amount**"	means, in relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable to the relevant Swap Counterparty as a result of (a) an Event of Default or Termination Event (each as defined in such Swap Agreement) where the relevant Swap Counterparty is the Defaulting Party or the sole Affected Party (each as defined in such Swap Agreement) or (b) a downgrade with respect to such Swap Counterparty;
"**Extended Due for Payment Date**"	means, subject to Condition 7(c) (*Redemption at the option of the Issuer (Issuer Call)*), the date falling one (1) year after the Maturity Date, as specified as such in the applicable Final Terms;
"**Extension Date**"	means in respect of a Series of Covered Bonds the date on which the Guaranteed Final Redemption Amount is Due for Payment;
"**Extraordinary Resolution**"	has the meaning ascribed to it in Schedule 1 to the Trust Deed;
"**Final Terms**"	means the final terms issued in relation to each Tranche of Covered Bonds as a supplement to the Base Prospectus and giving details of that Tranche and, in relation to any particular Tranche of Covered Bonds;
"**First Regulatory Current Balance Amount**"	has the meaning ascribed thereto in Schedule 1 to the Asset Monitoring Agreement;

"Fixed Rate Covered Bond"	means a Covered Bond on which interest is calculated at a fixed rate payable in arrear on a fixed date or fixed dates in each year and on redemption or on such other dates as may be agreed between the Issuer and the relevant Dealer(s) (as indicated in the applicable Final Terms);
"Floating Rate Covered Bond"	means Covered Bonds which will bear a floating rate of interest and payable on such date or dates, as set forth in the applicable Final Terms;
"Foundation Accounts Provider"	means ABN AMRO Bank N.V.;
"Further Advance"	means, in relation to a Mortgage Receivable, a new mortgage loan or a further advance to be made to a Borrower by the relevant Transferor, whether or not under the relevant Mortgage Loan, which is only secured by the Mortgage which also secures the Mortgage Receivable;
"Further Advance Receivable"	means any and all rights of the relevant Transferor under or in connection with a Further Advance;
"General Banking Conditions"	means the general banking conditions of the CBC Account Bank;
"General Data Protection Regulation"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
"Global Covered Bond"	means any Temporary Global Covered Bond, any Temporary Global Covered Bond in NGN form, any Permanent Global Covered Bond and/or any Permanent Global Covered Bond in NGN form;
"GSA Rights"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Issuer and the other

Transferors under or in connection with the Guarantee Support Agreement;

"Guarantee" has the meaning ascribed thereto in Clause 7 the Trust Deed;

"Guarantee Support Agreement" means the guarantee support agreement entered into by the Issuer, the other Transferors, other than Lot Hypotheken B.V., the CBC and the Security Trustee on the Programme Date and acceded to by Lot Hypotheken B.V. as New Transferor on 3 October 2023, substantially in the Agreed Form;

"Guaranteed Amounts" means, in respect of a Series:

(a) with respect to any Scheduled Payment Date falling prior to the service of a CBC Acceleration Notice the sum of the Scheduled Interest and Scheduled Principal payable on such Scheduled Payment Date; or

(b) with respect to any date after the service of a CBC Acceleration Notice, an amount equal to the aggregate of (i) the relevant Early Redemption Amount specified in the Conditions as being payable on that date and (ii) all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds and all amounts payable by the CBC under the Trust Deed, provided that any Guaranteed Amounts representing interest paid after the Maturity Date shall be paid on such dates and at such rates as specified in the applicable Final Terms;

"Guaranteed Final Redemption Amount" has the meaning ascribed thereto in Condition 3 (*The Guarantee*);

"Guarantor" means the CBC in its capacity as guarantor;

"**ICSD**"	means the international central securities depositaries Clearstream, Luxembourg and/or Euroclear;
"**Index**"	means the index of increases or decreases, as the case may be, of house prices issued by the relevant public registers "*Dienst van het Kadaster en de Openbare Registers*" in relation to residential properties in the Netherlands;
"**Indexed Valuation**"	means in relation to any Mortgaged Asset at any date: (a) where the Original Market Value of that Mortgaged Asset is equal to or greater than the Price Indexed Valuation as at that date, the Price Indexed Valuation; or (b) where the Original Market Value of that Mortgaged Asset is less than the Price Indexed Valuation as at that date, the Original Market Value plus 90 per cent. (or, if a different percentage is required or sufficient from time to time for the Covered Bonds to qualify as "covered bonds" as defined in the CRR and the Issuer wishes to apply such different percentage, then such different percentage) of the difference between the Price Indexed Valuation and the Original Market Value;
"**Initial Participation**"	means (a) in respect of each of the Savings Mortgage Receivables, on the Transfer Date, or, if applicable, (b) in respect of a switch from any type of Mortgage Loan into an Insurance Savings Mortgage Loan, the immediately succeeding CBC Payment Date following such switch, (i) an amount equal to the sum of the Savings Premia received by the relevant Savings Participant with accrued interest up to the first day of the calendar month in which the relevant Transfer Date falls;

or (ii) in respect of Switch Mortgage Receivables with a Savings Alternative, amounts switched under the relevant Savings Investment Insurance Policies from investments into a deposit into the Savings Alternative during the month immediately preceding such CBC Payment Date;

"**Insurance Companies**"	means the Life Insurance Companies and any Savings Participant;
"**Insurance Policies**"	means the Life Insurance Policies and the Savings Insurance Policies and the Savings Investment Insurance Policies;
"**Insurance Savings Mortgage Loan**"	means the Mortgage Loans to which a Savings Linked Insurance Policy is connected and listed as such in the List of Mortgage Loans attached as Annex 1 to any Deed of Sale, Assignment and Pledge and at any time after the Programme Date, the most recent List of Mortgage Loans;
"**Insurance Savings Mortgage Receivable**"	means a Mortgage Receivable resulting from an Insurance Savings Mortgage Loan;
"**Interest Amount**"	has the meaning ascribed to it in the Conditions;
"**Interest Available Amount**"	means on a Calculation Date an amount equal to the aggregate of (without double counting):

(i) the amount of Interest Receipts received during the previous calendar month;

(ii) other net income of the CBC including all amounts of interest received on the CBC Transaction Accounts (excluding the Swap Collateral Account) and the Substitution Assets in the preceding calendar month;

(iii) all amounts in respect of interest received or to be received by the CBC under the Swap Agreements on the relevant CBC Payment Date (or in the CBC Payment Period immediately preceding the

relevant CBC Payment Date but excluding the preceding CBC Payment Date) except for any payments in respect of interest received under the Swap Agreements (other than the Portfolio Swap Agreements) that have been applied towards payment of a Series of Covered Bonds (and, for the avoidance of doubt, excluding Swap Collateral Amounts);

(iv) any amounts on the Reserve Account released in accordance with the Trust Deed;

(v) any amounts received as Excess Proceeds in the CBC Payment Period immediately preceding the relevant CBC Payment Date to the extent such proceeds do not relate to principal;

(vi) any amounts to the extent not relating to principal, reserved on the immediately preceding CBC Payment Date to the extent not applied towards payment of the relevant Series of Covered Bonds or the relevant Swap Agreement or towards a higher ranking item than payment of the relevant Series of Covered Bonds or the relevant Swap Agreement in the CBC Priority of Payments prior to the relevant CBC Payment Date;

(vii) any Excess Swap Replacement Amounts as shall be standing to the credit of the Swap Replacement Ledger on the relevant CBC Payment Date; and

(viii) any other amounts standing to the credit of the CBC Account, to the extent not relating to principal, not excluded by virtue of (i) to (vii) above;

less

(ix) on the first CBC Payment Date of each year, an amount equal to 10 per cent. of the annual fixed operational expenses of the CBC, with a minimum of euro 2,500;

"Interest Commencement Date" means, in relation to any interest-bearing Covered Bond, the interest commencement date as specified in the applicable Final Terms and/or the applicable Conditions;

"Interest Determination Date" means, in relation to a Covered Bond, such date or dates as are indicated in the applicable Final Terms as Interest Determination Date;

"Interest Payment Date" means, in relation to any Fixed Rate Covered Bond, such date or dates as are indicated as such in the applicable Final Terms and, in relation to any Floating Rate Covered Bond, either:

(a) the date which falls the number of months or other period specified as the 'Specified Period' in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date; or

(b) such date or dates as are indicated in the applicable Final Terms;

"Interest Receipts" means

(i) interest and fees and other amounts received by the CBC in respect of the Mortgage Receivables (including any penalties for late payments), other than Principal Receipts and less in respect of each Savings Mortgage Receivable which is subject to a Participation an amount equal to the net amount received or recovered multiplied by the Participation Fraction;

(ii) Prepayment Penalties received or recovered by the CBC in respect of the Mortgage Receivables; and

(iii) any amounts received as Net Proceeds to the extent such proceeds do not relate to principal less, in respect of each Savings Mortgage Receivable which is subject to a Participation, an amount equal to the amount received or recovered multiplied by the Participation Fraction;

"**Interest Swap Agreement**" means a 1992 (Multicurrency Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule, confirmation(s) and, if applicable, credit support annex entered into between a Swap Counterparty, the CBC and the Security Trustee;

"**Interest Swap Counterparty**" means any interest swap counterparty under any Interest Swap Agreement;

"**Internal Cover Pool Monitor**" means NIBC Bank Internal Audit (as part of NIBC Bank) appointed by the Issuer as internal cover pool monitor for the purpose of Article 40n of the Decree, *inter alia*, to monitor on an annual basis compliance with Articles 3:33b and 3:33ba of the Wft and Articles 40e up to and including 40m of the Decree (excluding Articles 40g and 40k of the Decree) (which expression shall include such other person as may be appointed from time to time as Internal Cover Pool Monitor);

"**Investment Alternative**" means in respect of a Savings Mortgage Loan, the (part of) the Savings Premium invested at the option of a Borrower in certain investment funds;

"**Investment Mortgage Loans**" means a Mortgage Loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but undertakes to invest defined amounts through a Borrower Investment Account;

"**Investment Mortgage Receivable**"	means the Mortgage Receivable resulting from an Investment Mortgage Loan;
"**Investor Report**"	has the meaning ascribed thereto in Clause 7 of the Administration Agreement;
"**ISDA Definitions**"	means the 2021 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc.;
"**ISDA Determination**"	means, if specified as applicable in the applicable Final Terms, the manner in which the rate of interest on Floating Rate Covered Bonds is to be determined in accordance with Condition 5(b)(ii)(a) (*ISDA Determination for Floating Rate Covered Bonds*);
"**Issue Date**"	means, in relation to any Covered Bond, the date of issue and settlement of such Covered Bond pursuant to the relevant Covered Bond Purchase Agreement or any other relevant agreement between the Issuer, the CBC and the relevant Dealer(s);
"**Issuer**"	means NIBC Bank N.V. or its successor or successors;
"**Issuer Acceleration Notice**"	has the meaning ascribed thereto in Condition 10(a) (*Issuer Events of Default*);
"**Issuer Event of Default**"	means any one of the circumstances described in Condition 10(a) (*Issuer Events of Default*);
"**Issuer Warranties**"	means the representations and warranties by the Issuer set out in Schedule 11 to the Programme Agreement;
"**Lead Manager**"	means, in relation to any Tranche, the institution named as the Lead Manager in the applicable Covered Bond Purchase Agreement or, when only one Dealer signs such Covered Bond Purchase Agreement, such Dealer;

"**Ledger**"	means any of the ledgers referred to in Clause 6 of the Administration Agreement;
"**Legislative Amendment**"	means any modification to the Covered Bonds of one or more Series, the related Coupons, and/or any Transaction Documents, required or necessary in connection with any change, after the relevant Issue Date, to any laws or regulation (including but not limited to the laws and regulations of the Netherlands and the European Union) applicable or relevant with respect to covered bonds (*gedekte obligaties*) to ensure that the Issuer, the CBC and/or Covered Bondholders enjoy the full benefits of such legislation, provided that in the sole opinion of the Security Trustee such modification is not materially prejudicial to the interest of any of the Covered Bondholders or any of the other Secured Parties;
"**Life Beneficiary Rights**"	means the rights of each of the Transferors as beneficiary (*begunstigde*) under the Life Insurance Policies;
"**Life Insurance Companies**"	means any insurance companies with which the Borrowers have entered into Life Insurance Policies in connection with any Mortgage Loans;
"**Life Insurance Policies**"	means any life insurance policies and combined risk and capital insurance policies (*gecombineerde risico- en kapitaal verzekeringen*) taken out by any Borrower with a Life Insurance Company in connection with any Life Mortgage Loans;
"**Life Mortgage Loan**"	means a mortgage loan or part thereof in respect of which the Borrower is not required to repay principal until maturity, but instead pays on a monthly basis a premium to the relevant Insurance Company;
"**List of Mortgage Loans**"	means (i) in respect of any Deed of Assignment and Pledge, the list attached as Annex 1 to such Deed of Assignment and Pledge and (ii) for any other purpose, the most recent list of all Mortgage Loans held by the CBC at such time, in each case

	stating the details as required in the definition of Mortgage Loans;
"**Listing Agent**"	means NIBC Bank N.V. in its capacity of listing agent in respect of Covered Bonds listed on Euronext Amsterdam, or its successor or successors and in respect of any other stock exchange, such entity appointed as listing agent;
"**Listing Agreement**"	means the listing agreement dated on or about the Programme Date entered into between the Issuer and the Listing Agent;
"**Listing Rules**"	means in the case of Covered Bonds which are, or are to be, listed on a stock exchange, the listing rules and regulations for the time being in force for that stock exchange;
"**List of Mortgage Loans**"	means, at each Transfer Date, the list attached as Annex 1 to the Deed of Sale, Assignment and Pledge, and at each CBC Payment Date, a list of all Mortgage Loans held by the CBC at such time, stating the same details regarding the Mortgage Loans as required in the definition of Mortgage Loans;
"**Loan Files**"	means the file or files relating to each Mortgage Loan containing, *inter alia*, (i) all material correspondence relating to that Mortgage Loan; and (ii) a certified copy of the Mortgage Deed;
"**Loan Parts**"	means one or more of the loan parts (*leningdelen*) of which a Mortgage Loan consists;
"**Long-Term Issuer Credit Rating**"	means the long term issuer credit rating as used by S&P in its rating methodology;
"**Loss**"	has the meaning ascribed to such term in Clause 8.1 of the Programme Agreement;
"**LTV Cut-Off Percentage**"	means 80 per cent. for all Mortgage Receivables or such other percentage as may be notified to the Rating Agency from time to time in respect of the relevant Mortgage Receivables, or such lower

	percentage as is required from time to time for Covered Bonds to comply with Article 129 CRR, currently being eighty (80) per cent. for all Mortgage Receivables;
"**Management Agreement CBC**"	means the management agreement entered into by the CBC, the Security Trustee and CSC Management (Netherlands) B.V. on the Programme Date substantially in the Agreed Form;
"**Management Agreement Holding**"	means the management agreement entered into by the Stichting Holding, the Security Trustee and CSC Management (Netherlands) B.V. on the Programme Date substantially in the Agreed Form;
"**Management Agreement Security Trustee**"	means the management agreement entered into by the Security Trustee and IQ EQ Structured Finance B.V. on the Programme Date substantially in the Agreed Form;
"**Management Agreements**"	means the Management Agreement CBC, the Management Agreement Holding and the Management Agreement Security Trustee;
"**Manager**"	means in relation to any Series or Tranche of Covered Bonds, means any person appointed as a manager in the relevant Covered Bond Purchase Agreement;
"**Mandatory Liquidity Required Amount**"	means an amount equal to the amount which is at such time required to be maintained by the CBC to ensure compliance with Article 40k of the Decree after taking into account any amounts standing to the credit of the Reserve Account, as permitted to be taken into account pursuant to Article 40k of the Decree and any other amounts (whether held or generated and) permitted to be taken into account pursuant to Article 40k of the Decree (in each case all as calculated on each relevant Calculation Date for the relevant period prescribed by Article 40k of the Decree), which shall cover a maximum cumulative net liquidity outflow over the next 180

day-period and shall take into account all payment outflows falling due on a day, including principal and interest payments and payments under derivative contracts of the covered bond programme (if any), net of all payment inflows falling due on the same day for claims related to the cover assets;

"**Mandatory Liquidity Test**"	has the meaning ascribed to such term in the Asset Monitoring Agreement;
"**Margin**"	means, in relation to any Covered Bond, the margin as indicated in the applicable Final Terms as Margin;
"**Marketing Materials**"	means any investor presentation or marketing materials prepared by any of the Dealers on the basis of information supplied by any of the Issuer or the CBC under the Programme and any and all other information, documents, advertisements and notices prepared by any of the Dealers on the basis of information supplied by any of the Issuer or the CBC in relation to the Programme or any issue of Covered Bonds;
"**Master Definitions Agreement**"	means this Agreement entered into on the Programme Date substantially in the Agreed Form, as the same may be amended, restated, supplemented or otherwise modified from time to time;
"**Material Adverse Effect**"	means:

(a) a material adverse effect on the validity or enforceability of any of the Transaction Documents; or

(b) in respect of a party to a Transaction Document, a material adverse effect on:

(i) the business, operations, assets, property, condition (financial or

otherwise) or prospects of such party; or

(ii) the ability of such party to perform its obligations under any of the Transaction Documents; or

(iii) the rights or remedies of such party under any of the Transaction Documents; or

(c) in the context of the Mortgage Receivables and the Beneficiary Rights relating thereto, a material adverse effect on the interests of the CBC or the Security Trustee in the Mortgage Receivables and the Beneficiary Rights relating thereto, or on the ability of the CBC (or the Servicer on the CBC's behalf) to collect the amounts due under the Mortgage Receivables and the Beneficiary Rights relating thereto, or on the ability of the Security Trustee to enforce the Security; or

(d) a material adverse effect on the validity or enforceability of any of the Covered Bonds;

"**Maturity Date**" means, subject to Condition 7(c) (*Redemption at the option of the Issuer (Issuer Call)*), in respect of a Series of Covered Bonds, the relevant Interest Payment Date which falls no more than forty-seven (47) years after the Issue Date of such Series and on which the Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with the Conditions, as specified in the relevant Final Terms;

"**Member States**" means the Member States of the European Union from time to time;

"**Minimum Mortgage** means the minimum mortgage interest rate of 1 per cent. per annum in respect of Mortgage

Interest Rate"	Loans for the next succeeding interest rate period (*rentevastperiode*) which rate may be amended by the CBC and the Issuer, subject to Rating Agency Confirmation and with the consent of the Security Trustee, subject to the mortgage conditions of the Mortgage Loans and to applicable law (including, without limitation, principles of reasonableness and fairness);
"**Mortgage**"	means a mortgage right (*hypotheekrecht*) securing the relevant Mortgage Receivable;
"**Mortgage Conditions**"	means, in relation to a Relevant Mortgage Loan, the terms and conditions applicable to such Mortgage Loan, as set forth in the relevant Mortgage Deed and/or in any loan document, offer document or any other document and/or in any applicable general terms and conditions for mortgages of the relevant Transferor as from time to time in effect;
"**Mortgage Deeds**"	means notarially certified copies of the notarial deeds constituting the Mortgage Loans;
"**Mortgage Loans**"	means the loans entered into by any Transferor and the relevant Borrowers as evidenced by the relevant loan agreements, which may consist of one or more loan parts (*leningdelen*), as set out in the List of Mortgage Loans attached to any Deed of Assignment and Pledge, in each case to the extent the Mortgage Receivables in respect of such loans have not been redeemed, retransferred, sold or otherwise disposed of;
"**Mortgage Receivables**"	means any and all rights of any Transferor (and after assignment of such rights to the CBC, of the CBC) against any Borrower under or in connection with any Mortgage Loans (including but not limited to any and all claims of any Transferor (or the CBC after assignment) on the Borrower as a result of the Mortgage Loans being terminated, dissolved or declared null and void);
"**Mortgage Receivables**	means the representations and warranties given by

Warranties"	each of the Transferors relating to the Mortgage Receivables which are set forth in Part 2 of Schedule 1 to the Guarantee Support Agreement;
"**Mortgage Report**"	has the meaning ascribed thereto in Clause 5.1 of the Servicing Agreement;
"**Mortgaged Asset**"	means (i) a real property (*onroerende zaak*), (ii) an apartment right (*appartementsrecht*), (iii) a long lease (*erfpacht*), which is subject to a Mortgage;
"**Net Outstanding Principal Amount**"	means in relation to a Mortgage Receivable, at any date, the Outstanding Principal Amount of the relevant Mortgage Loan less, if it is a Savings Mortgage Loan subject to a Participation, an amount equal to the Participation on such date (for the avoidance of doubt, any Construction Deposit is not included);
"**Net Proceeds**"	means in respect of a Mortgage Receivable the sum of (a) the proceeds of a foreclosure on the Mortgage, (b) the proceeds of foreclosure on any other collateral securing the Mortgage Receivable, (c) the proceeds, if any, of collection of any insurance policies in connection with the Mortgage Receivable, including but not limited to life insurance and fire insurance, (d) the proceeds of any guarantees or sureties in relation to the relevant Mortgage Receivables, and (e) the proceeds of foreclosure on any other assets of the relevant debtor, after deduction of foreclosure costs;
"**New Dealer**"	means any entity appointed as an additional Dealer in accordance with Clause 13 of the Programme Agreement;
"**New Entity**"	has the meaning ascribed thereto in the Trust Deed;
"**New Transferor**"	means any member of the NIBC Group which at the option of the Issuer accedes to the Programme and the Transaction Documents as new transferor

in accordance with Clause 14 of the Programme Agreement;

"New Transferor Accession Letter"	means the accession letter to the Programme to be executed by each New Transferor substantially in the form set out in Schedule 6 to the Programme Agreement;
"New Transferor Confirmation Letter"	means the confirmation letter in relation to the accession to the Programme by a New Transferor substantially in the form set out in Schedule 7 to the Programme Agreement;
"NGN form"	means the new global note form;
"NHG Advance Right"	means the right to receive an advance payment of expected loss from Stichting WEW, subject to certain conditions being met;
"NHG Guarantees"	means guarantees (*borgtochten*) issued by *Stichting Waarborgfonds Eigen Woningen* under the terms and conditions of the *Nationale Hypotheek Garantie*, as from time to time amended;
"NHG Mortgage Loans"	means a Mortgage Loan or the relevant Loan Part of a Mortgage Loan that has the benefit of an NHG Guarantee;
"NHG Mortgage Receivable"	means the Mortgage Receivable resulting from an NHG Mortgage Loan;
"NIBC Bank"	means NIBC Bank N.V., a public limited liability company (*naamloze vennootschap*) organised under the laws of the Netherlands and established in the Hague, the Netherlands;
"NIBC Bank Internal Audit"	means the internal audit department of NIBC Bank;
"NIBC Group"	means the group formed by NIBC Bank N.V. and its group companies within the meaning of Article 2:24b of the Dutch Civil Code;

"**Nominee**"	has the meaning ascribed thereto in Clause 16.1 of the Programme Agreement;
"**Non-Market Conditions**"	means, in relation to any Series or Tranche of Covered Bonds issued to members of the NIBC Group (including the Issuer), the Conditions applicable thereto which are not substantially in line with reasonable market terms;
"**Notice**"	means, in respect of notice to be given to Covered Bondholders, a notice validly given pursuant to Condition 14 (*Notices*);
"**Notice to Pay**"	means, in respect of the CBC, a written demand duly given in accordance with Clause 8.1 of the Trust Deed and/or duly given in accordance with Clause 10.4 of the Trust Deed;
"**Notification Event**"	means any of the Assignment Notification Events and the Security Trustee Pledge Notification Events;
"**Offer Notice**"	means the offer notice substantially in the form set out in Schedule 4 to the Guarantee Support Agreement;
"**Original Market Value**"	means in relation to any Mortgaged Asset the market value (*marktwaarde*) given to that Mortgaged Asset by the most recent valuation addressed to the Transferor that transferred the relevant Mortgage Receivable to the CBC, divided by 0.85;
"**Originators**"	means the Transferors, SRLEV, Goudse Levensverzekeringen N.V., NN Group N.V., GMAC RFC Nederland B.V. and Quion 7 B.V.;
"**Other Claims**"	means any claim the relevant Transferor has against the Borrower, other than a Mortgage Receivable, which is secured by the mortgage right that also secures a Mortgage Receivable and/or the right of pledge that also secures a Mortgage Receivable including a Borrower Insurance Pledge;

"Other CBC Account"	has the meaning as described in Clause 2.3 of the CBC Account Agreement;
"Outstanding Principal Amount"	means, in respect of a Relevant Mortgage Receivable, on any date the (then remaining) aggregate principal sum (*hoofdsom*) due by the relevant Borrower under the relevant Mortgage Loan, including any Further Advance Receivable transferred to the CBC, and after the foreclosure of the Relevant Mortgage Receivable resulting in a loss being realised, zero;
"Parallel Debt"	has the meaning ascribed to it in Clause 2.1 of the Parallel Debt Agreement;
"Parallel Debt Agreement"	means the parallel debt agreement entered into by the CBC, the Security Trustee and the Secured Parties (other than the Covered Bondholders) on the Programme Date substantially in the Agreed Form;
"Partial Portfolio"	has the meaning ascribed to such term in Clause 9.8 of the Asset Monitoring Agreement;
"Participation"	means in respect of each Savings Mortgage Receivable an amount equal to the Initial Participation in respect of the relevant Savings Mortgage Receivable increased during each month by each Participation Increase;
"Participation Enforcement Available Amount"	means amounts corresponding to the sum of: (a) amounts equal to the Participation in each Savings Mortgage Receivable, or if the amount recovered is less than the Participation, an amount equal to the amount actually recovered; and (b) any amounts received by the Security Trustee in connection with Clause 2.1 of the Parallel Debt Agreement equal to: X x Z, whereby

Y

X = the Participation in all Savings Mortgage Loans;

Y = the aggregate Outstanding Principal Amount of the Mortgage Loans;

Z = the total amount received by the Security Trustee in connection with Clause 2.1 of the Parallel Debt Agreement;

in each case less the sum of (i) any amount paid by the Security Trustee to the relevant Savings Participant pursuant to the Parallel Debt Agreement and (ii) a part *pro rata* to the proportion the participation enforcement available amount (other than this item (ii)) bears to the total amount received or recovered by the Security Trustee of any cost, charges, liabilities and expenses (including, for the avoidance of doubt, any costs of the Rating Agencies and any legal advisor, auditor and accountant appointed by the Security Trustee), incurred by the Security Trustee, in connection with any of the Transaction Documents;

"**Participation Fraction**" means, in respect of each Savings Mortgage Receivable which is subject to a Participation, an amount equal to the net amount received or recovered multiplied by the Participation divided by the Outstanding Principal Amount of such Savings Mortgage Receivable;

"**Participation Increase**" means, in respect of each Savings Mortgage Receivable which is subject to a Participation, the increase of the Participation during each month calculated on the basis of the following formula:

(P/O x I) + S, whereby

P = the Participation on the first day of the relevant month in the Savings Mortgage Receivable;

S = the Savings Premium received by (or on behalf of) the CBC from the relevant Savings Participant in such month in respect of the relevant Savings Mortgage Receivable;

O = the Outstanding Principal Amount of the Savings Mortgage Receivable on the first day of the relevant month;

I = the amount of interest, due by the Borrower on the Savings Mortgage Receivable and actually received by the CBC in such month;

"Participation Maximum Amount" means at any time in respect of each Savings Mortgage Receivable which is subject to a Participation the Outstanding Principal Amount of such Savings Mortgage Receivable at such time;

"Participation Redemption Available Amount" means, on any CBC Payment Date, an amount equal, in respect of each Savings Mortgage Receivable which is subject to a Participation in respect of which amounts have been received during the relevant Calculation Period, (i) repayments and prepayments under the relevant Savings Mortgage Receivable, but excluding any Prepayment Penalties and interest penalties, if any, and, furthermore, excluding amounts paid as partial prepayments on the relevant Savings Mortgage Receivable, (ii) in connection with a sale or repurchase or retransfer of such Savings Mortgage Receivable to the Guarantee Support Agreement to the extent such amounts relate to principal, (iii) in connection with the sale or transfer of such Savings Mortgage Receivable pursuant to the Asset Monitoring Agreement to the extent such amounts relate to principal and (iv) as Net Proceeds on such Savings Mortgage

Receivable to the extent such amounts relate to principal, in each case, with a maximum of the Participation in such Savings Mortgage Receivable;

"**Participation Rights**"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis a Savings Participant under or in connection with the relevant Savings Participation Agreement entered into by such Savings Participant (if any);
"**Paying Agency Rights**"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Paying Agent under or in connection with the Agency Agreement;
"**Paying Agents**"	means, in relation to the Covered Bonds of any Series, the Principal Paying Agent, and any other paying agent appointed pursuant to the Agency Agreement;
"**Permanent Global Covered Bond**"	means any Permanent Global Covered Bond and/or any Permanent Global Covered Bond in NGN form;
"**Pledge Agreements**"	means the Security Trustee Receivables Pledge Agreement, the Security Trustee Rights Pledge Agreement and any other agreement pursuant to which security is granted to the Security Trustee on any Transferred Assets other than the Mortgage Receivables and the Beneficiary Rights relating thereto;
"**Pool Services**"	has the meaning ascribed thereto in Schedule 1 to the Servicing Agreement;
"**Portfolio Swap Agreement**"	means a 1992 (Multicurrency Cross Border) or 2002 ISDA Master Agreement together with the relevant schedule, confirmation(s) and, if applicable, credit support annex entered into between a portfolio swap counterparty, the CBC and the Security Trustee pursuant to which a part of the interest received under the Transferred Assets is swapped for the equivalent of the interest due under one or more Series;

"**Portfolio Swap Counterparty**"	means any swap counterparty under any Portfolio Swap Agreement;
"**Post CBC Acceleration Notice Priority of Payments**"	has the meaning ascribed thereto in Clause 14 of the Trust Deed;
"**Pre-Transfer Proceeds**"	means all proceeds (*vruchten*) of the Relevant Mortgage Receivables received by the relevant Transferor during the period commencing on the Cut-Off Date and ending on the Programme Date or the relevant Transfer Date including, but not limited to, the sum of all amounts received (i) as interest on the Mortgage Receivables if and to the extent such interest relates to such period, (ii) as Prepayment Penalties and (iii) as repayment and prepayment of principal in respect of the Relevant Mortgage Receivables during the period commencing on the Cut-Off Date and ending on the relevant Transfer Date;
"**Prepayment Penalties**"	means any prepayment penalties (*boeterente*) to be paid by a Borrower under a Mortgage Loan as a result of the Mortgage Loan being repaid (in whole or in part) prior to the maturity date of such Mortgage Loan other than (i) on a date whereon the interest rate is reset or (ii) as otherwise permitted pursuant to the Mortgage Conditions;
"**Previous Transaction Security Trustees**"	means each security trustee and, at any time from the date hereof, any additional security trustee relating to an additional special purpose vehicle as mentioned in the definition of Previous Transaction SPVs, to which mortgage receivables are pledged or assigned and which has acceded to the relevant Receivables Proceeds Distribution Agreement (other than the Receivables Proceeds Distribution Agreement between, among others, Lot Hypotheken B.V., Stichting Ontvangsten Hypotheekgelden Lot and the Collection Foundation Security Trustee, dated 7 February 2020) and has not resigned therefrom;

"**Previous Transaction SPVs**"	means each of the special purpose vehicles and, at any time, any additional special purpose vehicle to which a Transferor, other than Lot Hypotheken B.V., has assigned mortgage receivables and which has acceded to the relevant Receivables Proceeds Distribution Agreement and which has not resigned therefrom;
"**Price Indexed Valuation**"	means in relation to any property at any date the Original Market Value of that property increased or decreased as appropriate by the increase or decrease in the Index since the date of the Original Market Value;
"**Principal Amount Outstanding**"	means, on any date, the principal amount of a Covered Bond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Covered Bond which have been made to the Paying Agent on or prior to that date;
"**Principal Available Amount**"	means on a Calculation Date an amount equal to the aggregate of (without double counting): (i) the amount of Principal Receipts received during the previous calendar month; (ii) any amounts of principal received from any Substitution Asset (not forming part of the Interest Available Amount); (iii) the principal amount of any Transferred Collateral in the form of cash (other than pursuant to a Swap Agreement) received during the previous calendar month; (iv) any amount required to be transferred to the CBC Account in accordance with item (h) of the CBC Priority of Payments (for the purpose of determining such amount this item (iv) will not be included in the Principal Available Amount for determining the amount available for application to such item (h));

(v) all amounts in respect of principal (if any) received or to be received by the CBC under the Transaction Documents (other than any Savings Participation Agreement and other than any Swap Collateral Amounts posted under the Swap Agreements) on the relevant CBC Payment Date (or in the CBC Payment Period immediately preceding the relevant CBC Payment Date but excluding the preceding CBC Payment Date);

(vi) any amounts received in the preceding calendar month as Excess Proceeds to the extent such proceeds do not relate to interest; and

(vii) any amounts reserved on the immediately preceding CBC Payment Date to the extent not applied towards payment of the relevant Series of Covered Bonds or the relevant Swap Agreement (or towards a higher ranking item than payment of the relevant Series of Covered Bonds or the relevant Swap Agreement in the CBC Priority of Payments) prior to the relevant CBC Payment Date to the extent relating to principal;

"**Principal Ledger**" has the meaning ascribed to it in Clause 6 of the Administration Agreement;

"**Principal Paying Agent**" means Citibank, N.A., London Branch in its capacity as principal paying agent, or its successor or successors;

"**Principal Receipts**" means:

(i) any amount received as principal under the Mortgage Receivables (as repayment, prepayment, sale, refinancing, including payments of arrears, Accrued Interest and Arrears of Interest as at the relevant

Transfer Date of a Receivable, but excluding Prepayment Penalties), less in respect of each Savings Mortgage Receivable which is subject to a Participation, the Participation in such Savings Mortgage Receivable;

(ii) any amounts received or recovered as Net Proceeds to the extent relating to principal, less in respect of each Savings Mortgage Receivable which is subject to a Participation, the Participation in such Savings Mortgage Receivable; and

(iii) any amounts received as Participation Increase and Initial Participation pursuant to any Savings Participation Agreement;

"**Priorities of Payments**" means the CBC Priority of Payments and the Post CBC Acceleration Notice Priority of Payments;

"**Programme**" means the EUR 10,000,000,000 Covered Bond Programme of the Issuer;

"**Programme Agreement**" means the programme agreement entered into between the Issuer, the CBC, the Arrangers and the Dealers named therein on the Programme Date substantially in the Agreed Form;

"**Programme Date**" means 30 May 2022;

"**Programme Resolution**" has the meaning ascribed to it in Schedule 1 to the Trust Deed;

"**Prospectus Regulation**" means Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71, including any commission delegated regulation thereunder;

"**Provisions for Meetings of Covered Bondholders**"	means the provisions for meetings of Covered Bondholders as set out in Schedule 1 to the Trust Deed;
"**Quion Release Letter**"	means the release letter dated 30 May 2022 and signed by Quion Hypotheekbemiddeling B.V., Quion Hypotheekbegeleiding B.V., Quion Services B.V., the CBC, the Issuer and the Security Trustee;
"**Rate Determination Agent**"	has the meaning ascribed thereto in Clause 8.1 of this Agreement;
"**Rate of Interest**"	means the rate of interest payable from time to time in respect of the Floating Rate Covered Bonds, which will be determined in the manner specified in the applicable Final Terms;
"**Rating Agency**"	means any rating agency (or its successor) who, at the request of the Issuer assigns, and for as long as it assigns, one or more ratings to the Covered Bonds under the Programme from time to time, which at the date of this Agreement includes S&P;
"**Rating Agency Confirmation**"	means with respect to a matter which requires Rating Agency Confirmation under the Transaction Documents and which has been notified to each Rating Agency with a request to provide a confirmation, receipt by the Security Trustee, in form and substance satisfactory to the Security Trustee, of: a) a confirmation from each Rating Agency that its then current ratings of the Covered Bonds will not be adversely affected by or withdrawn as a result of the relevant matter (a "**confirmation**"); b) if no confirmation is forthcoming from any Rating Agency, a written indication, by whatever means of communication, from such Rating Agency that it does not have any (or any further) comments in

respect of the relevant matter (an "**indication**"); or

c) if no confirmation and no indication is forthcoming from any Rating Agency and such Rating Agency has not communicated that the then current ratings of the Covered Bonds will be adversely affected by or withdrawn as a result of the relevant matter or that it has comments in respect of the relevant matter:

i. a written communication, by whatever means, from such Rating Agency that it has completed its review of the relevant matter and that in the circumstances (x) it does not consider a confirmation required or (y) it is not in line with its policies to provide a confirmation; or

ii. if such Rating Agency has not communicated that it requires more time or information to analyse the relevant matter, evidence that thirty (30) days have passed since such Rating Agency was notified of the relevant matter and that reasonable efforts were made to obtain a confirmation or an indication from such Rating Agency;

"Receivables Proceeds Distribution Agreements" means (i) in respect of Quion 30 B.V. and Hypinvest B.V., the receivables proceeds distribution agreement between, among others, the CBC, the Security Trustee, the Previous Transaction SPVs, the Previous Transaction Security Trustees, Quion 30 B.V., Hypinvest B.V., and Stichting Hypotheek Ontvangsten dated 17 June 2014, as lastly amended and restated on 17 November 2021, (ii) in respect of NIBC Direct Hypotheken B.V. and Hypinvest B.V., the receivables proceeds distribution agreement

between, among others, the CBC, the Security Trustee, the Previous Transaction SPVs, the Previous Transaction Security Trustees, NIBC Direct Hypotheken B.V., Hypinvest B.V. and Stichting Ontvangsten Hypotheekgelden dated 12 May 2016, as lastly amended and restated on 21 April 2023 and (iii) in respect of Lot Hypotheken B.V., the receivables proceeds distribution agreement between, among others, Lot Hypotheken B.V., Stichting Ontvangsten Hypotheekgelden Lot and the Collection Foundation Security Trustee, dated 7 February 2020;

"**Reference Banks**"	means, in the case of a determination of EURIBOR (and predecessors), the principal office of four major banks in the Eurozone inter-bank market selected by the Administrator;
"**Reference Mortgage Lenders**"	means three (3) leading mortgage lenders in the Dutch mortgage market selected by the Administrator in good faith;
"**Reference Rate**"	means a rate of interest payable pursuant to any Transaction Document or, where applicable in relation to the Covered Bonds of any Series, the Reference Rate specified in the applicable Final Terms;
"**Refinance Date**"	means the date on which the CBC shall sell or refinance the Selected Transferred Asset after the occurrence of an Issuer Event of Default;
"**Register**"	means the register kept by the Registrar and in which the details, transfers and amendments in relation to the Registered Covered Bonds are registered by the Registrar in accordance with the Agency Agreement;
"**Registered Covered Bond**"	means a Covered Bond issued in registered form by the Issuer;

"Registered Covered Bonds Deed"	means a deed of issuance of Registered Covered Bonds issued pursuant to the Trust Deed in the form, or substantially in the form, of Schedule 5 to the Trust Deed;
"Registrar"	means Citibank, N.A., London Branch or its successor or successors;
"Registrar Rights"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Registrar under or in connection with the Agency Agreement;
"Regulated Status"	means the status of being compliant with the requirements for the legal covered bonds as set out in the CB Regulations;
"Regulation S"	means the Regulation S under the Securities Act;
"Relevant Date"	has the meaning set out in Condition 8 (*Taxation*);
"Relevant Exchange Time"	has the meaning ascribed to such term in the Permanent Global Covered Bond;
"Relevant Mortgage Loans"	means, in relation to each Transferor, each Mortgage Loan entered into or acquired by the relevant Transferor as set forth under its name in Annex 1 to any Deed of Sale, Assignment and Pledge;
"Relevant Mortgage Receivables"	means any and all of the rights of the relevant Transferor, or, after assignment of the relevant mortgage receivables to the CBC, against any Borrower under or in connection with the Relevant Mortgage Loans;
"Relevant Party"	means the Arrangers, each Dealer, each of their respective affiliates and each person who controls them and each of their respective directors, officers, employees and agents;
"Relevant Remedy Period"	means the maximum remedy period from time to time, as required to sustain the then current rating of the Covered Bonds, as of the date of the Programme Date being in case of a loss of the

Requisite Credit Rating by S&P, the later of (i) sixty (60) calendar days of any such event and (ii) if, on or before the 60th calendar day following the relevant event, the responsible party has submitted a written proposal for a remedy to S&P and S&P has confirmed in writing to the responsible party, the CBC and/or the Security Trustee that the implementation of that proposal will not cause it to downgrade the Covered Bonds, ninety (90) days following such event;

"Relevant Screen Page" means, where applicable in relation to the Covered Bonds of any Series, the Relevant Page specified in the applicable Final Terms;

"Required Redemption Amount" means in respect of a Series, the amount calculated as follows: the aggregate Principal Amount Outstanding of such Series x (1+0.005 x (days to the Extended Due for Payment Date of such Series / 365));

"Requisite Credit Rating" means in respect of the ratings other than the ratings of an Eligible Swap Counterparty, the minimum ratings from time to time, as at the Programme Date being equal to (i) the Long-Term Issuer Credit Rating of at least 'BBB' by S&P, or (ii) such other lower rating or ratings as may be agreed by the Security Trustee, the CBC and the Issuer and which is based on the criteria of the relevant Rating Agency as would be sufficient to maintain the then current ratings of the Covered Bonds;

"Reserve Account" means bank account number IBAN: NL88-SOGE-0270223029 in the name of the CBC pursuant to the CBC Account Agreement with the CBC Account Bank;

"Reserve Account Required Amount" means the sum of:

(i) the higher of:

a. the aggregate of the expected interest payments for each Series for the

immediately succeeding three months, as calculated as: (A) if no Swap Agreement has been entered into or if such Swap Agreement has been terminated in relation to a Series (or part thereof), the aggregate amount of the Scheduled Interest due falling in the next following three CBC Payment Periods, or (B) if a Swap Agreement has been entered into in relation to a Series or a part of such Series (which has not been terminated) with a party other than the Issuer, the amount payable by the CBC (or the Issuer on its behalf) pursuant to such Swap Agreement in the three following CBC Payment Periods for such Series prior to netting of any payments thereunder (excluding any Collateral Return Payments as may fall due thereunder), plus, in the case of a partial hedge, any amount described in (A) not covered by such hedge,

b. the aggregate of the accrued interest for all Series since the last Interest Payment Date of each respective Series (or in case of the first interest period for a Series, the Issue Date);

as calculated on the later to occur of each Calculation Date and the last issue date; and

(ii) 0.03 per cent. of the Principal Amount Outstanding of the Covered Bonds on such Calculation Date (or, as applicable, such last issue date); and

(iii) EUR 62,500;

"Revenue Ledger" has the meaning ascribed to it in Clause 6.2 of the Administration Agreement;

"**S&P**"	means S&P Global Ratings Europe Limited;
"**Savings Alternative**"	means the alternative under a Savings Linked Insurance Policy related to a Savings Mortgage Loan whereby the Savings Premium is held by the relevant Savings Participant for the benefit of the Borrower with the relevant Transferor;
"**Savings Beneficiary Rights**"	means all claims which the relevant Transferor has or will have on the relevant Savings Participant or relevant insurance companies or in respect of any Savings Insurance Policies under which such Transferor has been appointed by the Borrower/insured as first beneficiary (*begunstigde*) in connection with the Savings Mortgage Receivable;
"**Savings Insurance Policy**"	means the combined risk and capital policy (*gecombineerde risico- en kapitaalverzekering*) taken by a Borrower with a Savings Participant or insurance company in connection with any Insurance Savings Mortgage Loan whereby the capital is built up with regular deposits and a fixed interest rate linked to the interest rate on the Mortgage Receivable;
"**Savings Investment Insurance Policy**"	means an insurance policy taken out by any Borrower, in connection with a Switch Mortgage Loan, comprised of a risk insurance element and a capital insurance element which pays out a certain amount on an agreed date or, if earlier, upon the death of the insured life and whereby a Borrower may switch part or all premia accumulated in a Savings Alternative into an Investment Alternative and vice versa;
"**Savings Linked Insurance Policy**"	means the Savings Insurance Policy and a Savings Investment Insurance Policy;
"**Savings Mortgage Loans**"	means Insurance Savings Mortgage Loans and Switch Mortgage Loans with a Savings Alternative;

"**Savings Mortgage Receivables**"	means any and all rights of a Transferor against any Borrower under or in connection with any Savings Mortgage Loans (including but not limited to any and all claims of such Transferor on the Borrower as a result of the Mortgage Loans being terminated, dissolved or declared null and void);
"**Savings Participants**"	means any savings participant which has offered Savings Linked Insurance Policies which are connected to Savings Mortgage Loans and which has entered into a Savings Participation Agreement with the CBC;
"**Savings Participation Agreements**"	means any Savings Participation Agreement to be entered into by the CBC, the Security Trustee and any insurance company that has issued a savings insurance policy to any Borrower with a Savings Mortgage Receivable, substantially in the Agreed Form;
"**Savings Premium**"	means, in relation to any Savings Mortgage Receivables, the savings part of the premium, due by the relevant Borrower to the relevant Savings Participant on the basis of the Savings Linked Insurance Policy, which is calculated in such a way that the Savings Mortgage Loan can be redeemed in full with the insurance proceeds at maturity;
"**Scheduled Interest**"	means, in respect of a Series, any amount of scheduled interest payable (i) under the Covered Bonds as specified in Condition 5 (*Interest*) (but excluding (a) any additional amounts relating to premiums, default interest or interest upon interest payable by the Issuer following an Issuer Event of Default and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 8 (*Tax*)), for this purpose disregarding any Excess Proceeds received by the Security Trustee on account of scheduled interest and on-paid to the CBC in accordance with the Trust Deed, or (ii)

under the Guarantee as specified in Condition 3(b) (*The Guarantee*);

"Scheduled Payment Date"	means, in respect of a Series, each Interest Payment Date and the Maturity Date as specified in (i) in the case of Scheduled Interest, Condition 5 (*Interest*) or Condition 3(b) (*The Guarantee*), as the case may be, or (ii) in the case of Scheduled Principal, Condition 7(a) (*Redemption at maturity*);
"Scheduled Principal"	means, in respect of a Series, any amount of scheduled principal payable under the Covered Bonds as specified in Condition 7(a) (*Redemption at maturity*) (but excluding (a) any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest payable by the Issuer following an Issuer Event of Default and (b) any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 8 (*Tax*)), for this purpose disregarding any Excess Proceeds received by the Security Trustee on account of scheduled principal and on-paid to the CBC in accordance with the Trust Deed;
"Screen Rate Determination"	has, in relation to any Series of Covered Bonds, the meaning ascribed thereto in the applicable Final Terms;
"Second Regulatory Current Balance Amount"	has the meaning ascribed thereto in Schedule 1 to the Asset Monitoring Agreement;
"Secured Parties"	means (a) the Covered Bondholders, (b) the Directors, (c) the Administrator, (d) the Servicer, (e) the Paying Agents, (f) the Calculation Agent, (g) the Registrar, (h) each Swap Counterparty, (i) any Savings Participant, (j) the Asset Monitor, (k) the CBC Account Bank, (l) the Back-up Administrator; (m) the Transferors and (n) such

	other party designated by the Security Trustee to become a secured creditor;
"**Secured Liabilities**"	means any and all liabilities (whether actual or contingent), whether principal, interest or otherwise, to the extent such liabilities result in a claim for payment of money (*geldvordering*), which are now or may at any time hereafter be due, owing or payable from or by the CBC to the Security Trustee resulting from or in connection with the Parallel Debt Agreement and as amended, restated, novated, supplemented or otherwise modified from time to time and any of the other Transaction Documents;
"**Securities Act**"	means the United States Securities Act of 1933 (as amended);
"**Security**"	means the rights of pledge granted pursuant to the Pledge Agreements and any other security for the obligations of the CBC in favour of the Security Trustee for the benefit of the Secured Parties;
"**Security Account**"	means such account as opened by the Security Trustee in its name at any bank as chosen by the Security Trustee, to which account payments from Borrowers and any other relevant debtor shall be directed upon notification as referred to in Clause 6.2 of the Security Trustee Receivables Pledge Agreement and/or the withdrawal of power to collect pursuant to clause 6.2 of the Security Trustee Rights Pledge Agreement;
"**Security Interests**"	has the meaning ascribed to it in Clause 8.1 of the Guarantee Support Agreement;
"**Security Trustee**"	means Stichting Security Trustee NIBC SB Covered Bond Company, or its successor or successors;
"**Security Trustee Pledge Notification Event**"	means any event which is or may become (with the lapse of time and/or the giving of notice and/or the making of any determination) one of those events specified in Clause 6.1 of the Security Trustee

	Receivables Pledge Agreement;
"Security Trustee Pledged Rights"	means the GSA Rights, the CBC Account Rights, the Administration Rights, the Back-Up Administration Rights, the Servicing Rights, the Asset Monitor Rights, the Swap Rights, the Participation Rights, the Paying Agency Rights and the Registrar Rights;
"Security Trustee Receivables Pledge Agreement"	means the pledge agreement entered into by the CBC and the Security Trustee on the Programme Date substantially in the Agreed Form;
"Security Trustee Rights Pledge Agreement"	means the pledge agreement entered into by, *inter alia*, the CBC and the Security Trustee on the Programme Date substantially in the Agreed Form;
"Selected Mortgage Receivables"	means Mortgage Receivables to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitoring Agreement;
"Selected Transferred Assets"	means Mortgage Receivables and other Transferred Assets, if applicable, that are randomly selected by the CBC to be sold or refinanced by the CBC pursuant to the terms of the Asset Monitoring Agreement on a Refinance Date;
"Series"	means a Tranche of Covered Bonds together with any further Tranche or Tranches of Covered Bonds expressed to be consolidated and form a single series with the Covered Bonds of the original Tranche and the terms of which are identical (save for the Issue Date and/or the Interest Commencement Date but including as to whether or not the Covered Bonds are listed);
"Servicer"	means NIBC Bank N.V. and any other party which has acceded to the Programme as Servicer;
"Servicing Agreement"	means the servicing agreement entered into by the CBC, Servicer and the Security Trustee on the Programme Date substantially in the Agreed Form and any other servicing agreement to be entered

	into with any other servicer substantially in the Agreed Form;
"**Servicing Rights**"	means all present and future rights (*vorderingen*) of the CBC vis-à-vis the Servicer under or in connection with the Servicing Agreement;
"**Shortfall**"	has the meaning ascribed thereto in the Trust Deed;
"**Short-Term Issuer Credit Rating**"	means the short-term issuer credit rating as used by S&P in its rating methodology;
"**Special Conditions**"	means, in relation to any Series of Covered Bonds, the Conditions applicable thereto which are not in the form set out in the Trust Deed;
"**Specified Denomination**"	has the meaning ascribed thereto in the applicable Final Terms;
"**Specified Office**"	means, in relation to any Agent in respect of any Series, either the office identified with its name in the Conditions of such Series or any other office notified to any relevant parties pursuant to the Agency Agreement;
"**SRLEV**"	means SRLEV N.V.;
"**SRM**"	means the single resolution mechanism established by the SRM Regulation;
"**SRM Regulation**"	means Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (Single Resolution Mechanism) as amended from time to time;
"**Stabilising Manager**"	means a stabilising manager appointed in connection with the issuance of Covered Bonds;

"**Standardised Approach**"	means Chapter 2 (Standardised Approach) of the CRR (as amended, varied and/or supplemented from time to time), as applicable;
"**Stater Release Letter**"	means the release letter originally dated 30 May 2022, as amended and restated on 3 October 2023, and signed by Stater Nederland B.V., the CBC, the Issuer and the Security Trustee;
"**Stichting Holding**"	means Stichting Holding NIBC SB Covered Bond Company, a foundation (*stichting*) incorporated under the laws of the Netherlands on 24 March 2022, having its registered office in Amsterdam, the Netherlands;
"**Sub-servicers**"	means Stater Nederland B.V., Quion Hypotheekbegeleiding B.V., Quion Hypotheekbemiddeling B.V. and Quion Services B.V. or any subsequent sub-agent of the Servicer;
"**Substituted Debtor**"	means any directly or indirectly wholly owned subsidiary of the Issuer which replaces or substitutes the Issuer as principal debtor in respect of the Covered Bonds and the relative Coupons subject to and in accordance with Condition 17 (*Substitution of the Issuer*);
"**Substitution Assets**"	means the classes of assets denominated in euro from time to time eligible under Article 129(1)(a)-(g) (but excluding (d)) of the CRR and the CB Regulations to collateralise covered bonds, provided that the aggregate value of such eligible assets, at any time, shall not exceed in aggregate an amount equal to 20 per cent., or such other percentage as required from time to time to comply with the CB Regulations, of the aggregate nominal value of the Transferred Assets at such time;
"**Substitution Assets Amount**"	has the meaning ascribed thereto in the Asset Monitoring Agreement;

"Supplemental Prospectus"	means a supplement to the Base Prospectus pursuant to Article 23 of the Prospectus Regulation;
"Swap Agreement"	means any Portfolio Swap Agreement and any Interest Swap Agreement;
"Swap Collateral"	means, at any time, any asset (including cash and/or securities) which is paid or transferred by the relevant Swap Counterparty to the CBC as collateral to secure the performance by such Swap Counterparty of its obligations under any Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed;
"Swap Collateral Account"	means the bank account of the CBC designated as such in the CBC Account Agreement and any further account opened to hold Swap Collateral in the form of securities;
"Swap Collateral Account Funds"	means on any day, the balance standing to the credit of the Swap Collateral Account at the closing of business on such day;
"Swap Collateral Amounts"	means all amounts to be provided by a Swap Counterparty as collateral pursuant to the relevant Swap Agreement following a downgrade or otherwise;
"Swap Counterparty"	means the Portfolio Swap Counterparty or Portfolio Swap Counterparties and/or the Interest Swap Counterparty or Interest Swap Counterparties;
"Swap Replacement Amount"	means (a) those amounts received from any replacement Swap Counterparty in consideration of the entry into between the CBC and such replacement Swap Counterparty of a swap transaction to replace any Swap Agreement and (b) those amounts received from any Swap Counterparty in respect of any Swap Agreement which has terminated for any reason;

"Swap Replacement Ledger"	has the meaning ascribed to it in Clause 6 of the Administration Agreement;
"Swap Rights"	means any and all present and future rights (*vorderingen*) of the CBC vis-à-vis any Swap Counterparty under or in connection with any Swap Agreement, including any Swap Collateral;
"Swap Schedule"	means the Schedule to the relevant ISDA Master Agreement forming part of the relevant Swap Agreement;
"Switch Mortgage Loan"	means any Mortgage Loan or part thereof that is in the form of a switch mortgage loan offered by the relevant Transferor, under which loan the Borrower does not pay principal towards redemption of the principal amount outstanding prior to the maturity but instead takes out a Savings Investment Insurance Policy;
"Switch Mortgage Receivable"	means a Mortgage Receivable resulting from a Switch Mortgage Loan;
"T2"	means the real time gross settlement system operated by Eurosystem or any successor or replacement of that system;
"Talonholder"	means the holder of a Talon;
"Talons"	means any bearer talons appertaining to the Covered Bonds of any Series or, as the context may require, a specific number thereof and includes any replacement Talons issued pursuant to Condition 11 (*Replacement of Covered Bonds, Coupons and Talons*);
"TARGET2"	means T2;
"Tax Credit"	means any tax credit, allowance, set-off or repayment from the tax authorities of any jurisdiction obtained by the CBC or the Issuer on behalf of the CBC (as relevant) relating to any deduction or withholding giving rise to a payment

	made by a Swap Counterparty of a Swap Agreement in accordance with Section 2(d)(i)(4) of the relevant Swap Agreement, the cash benefit in respect of which shall be paid by the CBC or the Issuer to the relevant Swap Counterparty pursuant to the terms of the relevant Swap Agreement;
"**Tax Event**"	means any (i) action taken by a relevant taxing authority or brought in a court of competent jurisdiction, or (ii) change in tax law, in both cases after the date of the relevant Swap Agreement, due to which the relevant Swap Counterparty will, or there is a substantial likelihood that it will, be required to pay to the CBC additional amounts for or on account of tax;
"**Tax Jurisdiction**"	has the meaning ascribed thereto in Condition 8 (*Taxation*);
"**Taxes**"	means all taxes, levies, imposts, charges, assessments, deductions, withholdings and related liabilities;
"**Temporary Global Covered Bond**"	means any Temporary Global Covered Bond and/or any Temporary Global Covered Bond in NGN form;
"**Terms and Conditions**"	means the terms and conditions set out in Schedule 6 to the Trust Deed as the same may be amended, restated, novated, supplemented or otherwise modified from time to time;
"**Tranche**"	means Covered Bonds which are identical in all respects;
"**Transaction Documents**"	means the Programme Agreement, the Master Definitions Agreement, the Pledge Agreements, any Swap Agreements, the Administration Agreement, the Back-up Administration Agreement, the Servicing Agreement, the CBC Account Agreement, the Trust Deed, the Parallel Debt Agreement, the Agency Agreement, the Guarantee Support Agreement, the Collection Foundation Agreements, any Savings Participation

	Agreement, the Asset Monitoring Agreement, any Asset Monitor Appointment Agreement, the Management Agreements, the Quion Release Letter, the Stater Release Letter and any other documents relating to the transaction envisaged in the above mentioned documents;
"**Transfer Date**"	means the date of transfer of any Eligible Assets to the CBC in accordance with the Guarantee Support Agreement;
"**Transferor Warranties**"	means the representations and warranties given by the relevant Transferors with respect to it which are set forth in Part 1 of Schedule 1 to the Guarantee Support Agreement including the Mortgage Receivables Warranties;
"**Transferor Withdrawal Letter**"	means a letter in relation to the withdrawal from the Programme by a Transferor substantially in the form set out in Schedule 8 to the Programme Agreement;
"**Transferors**"	means each of Hypinvest B.V., Hypinvest Hypotheken B.V., NIBC Bank N.V., NIBC Direct Hypotheken B.V., Quion 30 B.V., Lot Hypotheken B.V. and any New Transferors;
"**Transferred Assets**"	means the Mortgage Receivables, the Beneficiary Rights relating thereto and the Transferred Collateral;
"**Transferred Collateral**"	means any Eligible Collateral transferred or purported to be transferred to the CBC pursuant to the Guarantee Support Agreement, to the extent not redeemed, retransferred, sold or otherwise disposed, or agreed to be disposed, of by the CBC;
"**Treaty**"	means the treaty on the functioning of the European Union;
"**Trust Deed**"	means the trust deed entered into by the Issuer, the Security Trustee, the CBC and Stichting Holding on the Programme Date substantially in the Agreed Form;

"**UK MiFIR Product Governance Rules**"	means the FCA Handbook Product Intervention and Product Governance Sourcebook;
"**VAT**" and "**Value Added Tax**"	means (i) value added tax levied in accordance with Directive 2006/112/EC as implemented in the laws of the relevant Member State and (ii) any tax of a similar nature levied by reference to added value, sales and/or consumption;
"**Voting Certificate**"	has the meaning ascribed to such term in Schedule 1 to the Trust Deed;
"**Waiver Period**"	has the meaning ascribed to it in Clause 7.5 of the Guarantee Support Agreement;
"**Wft**"	means the Dutch Act on Financial Supervision (*Wet op het financieel toezicht*);
"**Wge**"	means the Dutch Giro Securities Transfer Act (*Wet Giraal Effectenverkeer*); and
"**Written Resolution**"	has the meaning ascribed to it in Schedule 1 to the Trust Deed.

2. REFERENCES

Except to the extent the context otherwise requires, any reference in any of the Transaction Documents to:

an "**Act**" or a "**statute**" or "**treaty**" or a "**directive**" or a "**regulation**" shall be construed as a reference to such Act, statute, treaty, directive or regulation as amended or re-enacted from time to time;

"**this Agreement**" or an "**Agreement**" or "**this Deed**" or a "**deed**" or a "**Deed**" or a "Transaction Document" or any of the Transaction Documents (however referred to or defined) shall be construed as a reference to such document or agreement as the same may be amended, supplemented, restated, novated or otherwise modified from time to time;

"**encumbrance**" includes any mortgage, charge or pledge or other limited right (*beperkt recht*) securing any obligation of any person, or any other arrangement having a similar effect;

"**Euroclear**" and/or "**Clearstream, Luxembourg**" includes any additional or alternative clearing system approved by the CBC, the Security Trustee and the Paying Agent and permitted to hold the Temporary Global Covered Bonds and the Permanent Global Covered Bonds, provided that such alternative clearing system must be authorised to hold the Temporary Global Covered Bonds and the Permanent Global Covered Bonds as eligible collateral for Eurosystem monetary policy and intra-day credit operations;

the "**records of Euroclear and Clearstream, Luxembourg**" are to the records that each of Euroclear and Clearstream, Luxembourg holds for its customers which reflect the amount of such customers' interests in the Covered Bonds;

"**foreclosure**" includes any lawful manner of generating proceeds from collateral whether by public auction, by private sale or otherwise;

"**holder**" means the bearer of a Covered Bond and related expressions shall (where appropriate) be construed accordingly;

"**including**" or "**include**" shall be construed as a reference to "including without limitation" or "include without limitation", respectively;

"**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

a "**law**" shall be construed as any law (including common or customary law), statute, constitution, decree, judgement, treaty, regulation, directive, by-law, order or any other legislative measure of any government, supranational, local government, statutory or regulatory body or court and shall be construed as a reference to such law, statute or treaty as the same may have been, or may from time to time be, amended;

a "**month**" shall be construed as a reference to a period beginning in one calendar month and ending in the next calendar month on the day numerically corresponding to the day of the calendar month on which it commences or, where there is no date in the next calendar month numerically corresponding as aforesaid, the last day of such calendar month, and "months" and "monthly" shall be construed accordingly;

a reference in any agreement or document to "**party**", "**Party**", "**parties**" or "**Parties**" shall be construed as a reference to a party or the parties entering into such agreement or document in a certain capacity, but shall also be a reference to

any successors or assignees of such party in such capacity including parties who have assumed the same role by way of novation;

a "**person**" shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing and where the reference is made to such person in a capacity, includes any successor or successors of such party in such capacity;

a "**preliminary suspension of payments**", "**suspension of payments**" or "**moratorium of payments**" shall, where applicable, be deemed to include a reference to the suspension of payments (*surseance van betaling*) as meant in the Dutch Bankruptcy Act (*Faillissementswet*); and, in respect of a private individual, any debt restructuring scheme (*schuldsanering natuurlijke personen*);

"**principal**" shall be construed as the English translation of "*hoofdsom*" or, if the context so requires, "*pro resto hoofdsom*";

"**repay**", "**redeem**" and "**pay**" shall each include both of the others and "**repaid**", "**repayable**" and "**repayment**", "**redeemed**", "**redeemable**" and "**redemption**" and "**paid**", "**payable**" and "**payment**" shall be construed accordingly;

a "**successor**" of any party shall be construed so as to include an assignee or successor in title (including after a novation) of such party and any person who under the laws of the jurisdiction of incorporation or domicile of such party has assumed the rights and obligations of such party under a Transaction Document or to which, under such laws, such rights and obligations have been transferred;

a "**Clause**" or "**Schedule**" shall be construed as a reference to a Clause or a Schedule to such Transaction Document;

"**tax**" includes any present or future tax, levy, impost, duty or other charge of a similar nature (including, without limitation, any penalty payable in connection with any failure to pay or any delay in paying any of the same).

3. HEADINGS

The headings in any of the Transaction Documents are inserted for convenience only. References to "Clauses" and "Schedules" in any Transaction Document are to be construed as references to the clauses of and schedules to that Transaction Document.

4. NOTICES

Unless otherwise specifically provided in the Transaction Documents, any notice or other communication shall be in writing and may be sent by facsimile, by e-mail, by courier or by post and shall be deemed to have been received upon delivery when sent by courier service, three (3) days after despatch when sent by post or when transmission of such facsimile communication has been completed when sent by facsimile. For the purpose hereof, the address of the parties entering into the Transaction Documents (until notice of a change thereof is delivered as provided in this Clause) shall be as specified below:

If to the Issuer:
NIBC Bank N.V.
Carnegieplein 4
2517 KJ
's Gravenhage
The Netherlands
Attn.: Treasury
Telephone: +31 70 342 5425

If to the Transferors:
(please select the relevant Transferor)
Hypinvest B.V.
Hypinvest Hypotheken B.V.
NIBC Bank N.V.
NIBC Direct Hypotheken B.V.
Quion 30 B.V.
Lot Hypotheken B.V.
c/o NIBC Bank N.V.
Carnegieplein 4
2517 KJ
's Gravenhage
The Netherlands
Attn.: Treasury
Telephone: +31 70 342 5425

If to the CBC:
NIBC SB Covered Bond Company B.V.
Basisweg 10
1043 AP Amsterdam
The Netherlands
Attn.: the Managing Directors
Facsimile: +31 20 521 48 88

Telephone: +31 20 521 47 77

If to the Security Trustee:
Stichting Security Trustee NIBC SB Covered Bond Company
Hoogoorddreef 15
1101 BA Amsterdam
The Netherlands
Attn.: Board of Directors
Facsimile: +31 20 52 22 500
Telephone: +31 20 52 22 555

If to the Stichting Holding:
Stichting Holding NIBC SB Covered Bond Company
Basisweg 10
1043 AP Amsterdam
The Netherlands
Attn.: the Managing Directors
Facsimile: +31 20 577 11 88
Telephone: +31 20 577 11 77

If to the Servicer or the Administrator or the Paying Agent:
NIBC Bank N.V.
Carnegieplein 4
2517 KJ
's Gravenhage
The Netherlands
Attn.: Treasury
Telephone: +31 70 342 5425

If to the CBC Account Bank
Société Générale S.A., Amsterdam Branch
Rembrandt Tower
Amstelplein 1
1096 HA Amsterdam
The Netherlands

If to the Arrangers:
NIBC Bank N.V.
Carnegieplein 4
2517 KJ
's Gravenhage
The Netherlands
Attn.: Treasury
Telephone: +31 70 342 5425

ABN AMRO Bank N.V.
Gustav Mahlerlaan
1082 PP
Amsterdam
The Netherlands
Attn.: Debt Capital Markets
Email: mail_figdcm@nl.abnamro.com / mail_dcm_secured_debt@nl.abnamro.com
Telephone: +31 20 383 6925

If to the Dealers:
NIBC Bank N.V.
Carnegieplein 4
2517 KJ
's Gravenhage
The Netherlands
Attn.: Treasury
Telephone: +31 70 342 5425

If to the Principal Paying Agent:
Citibank, N.A., London Branch
Citigroup Centre
Canada Square, Canary Wharf
London E14 5LB
United Kingdom
Attn.: Agency & Trust
E-mail: ppaclaims@citi.com/rate.fixing@citi.com / register@citi.com

If to S&P:
S&P Global Ratings Europe Limited
20 Canada Square
London E14 5LH
United Kingdom
Attn.: Structured Finance Department
Facsimile: +44 20 7176 3667
Telephone: +44 20 717 638 00

5. CONFIDENTIALITY

The parties undertake that, except as provided in the Transaction Documents, they will not at any time disclose any information contained in any of the Transaction Documents or the transactions contemplated thereby until the earlier of (i) the date they are – with the prior written consent of NIBC Bank – on public display at the offices of the Security Trustee and the Paying Agent or (ii) the Programme Date, except:

(i) to the extent required by law or any competent authority;

(ii) to their professional advisers under conditions of confidentiality;

(iii) to the extent that such information is at the date hereof or hereafter becomes public knowledge otherwise than through improper disclosure by any person;

(iv) to any person who is a party to any of the Transaction Documents as far as expressly allowed therein;

(v) information which, prior to disclosure, was already in the parties´ possession; or

(vi) otherwise only with the agreement of the other parties.

6. SUBORDINATION, ENFORCEMENT, LIMITED RECOURSE, NON-PETITION, NO SET-OFF

All Secured Parties agree to be bound by Clause 4 (*Subordination, enforcement, limited recourse, non-petition, no set-off*) of the Parallel Debt Agreement.

7. VARIATION AND WAIVER

7.1 No variation or waiver of any of the Transaction Documents, or any Covered Bond Purchase Agreement, except for this Agreement, shall be effective unless it is in writing and signed by (or by some person duly authorised by) each of the parties to the Transaction Documents concerned. No single or partial exercise of, or failure or delay in exercising, any right under any of the Transaction Documents shall constitute a waiver or preclude any other or further exercise of that or any other right.

7.2 This Agreement may be amended between two or more parties and will be effective between such parties provided that the Security Trustee is also a party to such amendment and further provided that such amendments will only be effective against the other parties to the extent it has no adverse effects on their rights under a Transaction Document, or any Covered Bond Purchase Agreement, to which it is a party.

8. REPLACEMENT REFERENCE RATE

8.1 In the event that a rate of interest payable pursuant to any Transaction Document other than under the Covered Bonds or pursuant to the CBC Account Agreement, is determined by reference to a benchmark and the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) determines that a Benchmark Event has occurred, the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) will, as soon as reasonably practicable (and in any event prior to the next relevant date on which the interest payable pursuant to such Transaction Document other than under the Covered Bonds or pursuant to the CBC Account Agreement must be determined (the "**Interest Determination Date**")), appoint an agent ("**Rate Determination Agent**"), which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, a substitute, alternative or successor rate for purposes of determining the relevant Reference Rate on each Interest Determination Date falling on such date or thereafter that is substantially comparable to the Reference Rate that is available or a successor rate that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency. If the Rate Determination Agent determines that there is an industry-accepted successor rate, the Rate Determination Agent will use such successor rate to determine the relevant Reference Rate. If the Rate Determination Agent has determined a substitute or successor rate in accordance with the foregoing (such rate, the "**Replacement Reference Rate**") for purposes of determining the Reference Rate on the relevant Interest Determination Date falling on or after such determination, (A) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate, including any Adjustment Spread, in each case in a manner that is consistent with industry-accepted practices for such Replacement Reference Rate; (B) references to the Reference Rate in any such Transaction Document will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for

determining such rate as described in (A) above (including the Adjustment Spread); (C) the Rate Determination Agent will notify the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) of the foregoing as soon as reasonably practicable; and (D) the Issuer (or, after the occurrence of an Issuer Event of Default, the CBC) will give notice as soon as reasonably practicable to the parties to such Transaction Document specifying the Replacement Reference Rate, as well as the details described in (A) above.

8.2 The determination of the Replacement Reference Rate and the other matters referred to above by the Rate Determination Agent will (in the absence of manifest error) be final and binding on all parties to such Transaction Document.

8.3 If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate or any of the other matters referred to above, then the Replacement Reference Rate will be the same rate as the rate applied in the previous period when the relevant Reference Rate was available (and thus becomes a fixed rate until a new Replacement Reference Rate is determined).

9. NO DISSOLUTION, NO NULLIFICATION

To the extent permitted by law, the parties hereby waive their rights pursuant to Articles 6:265 to 6:272 inclusive of the Dutch Civil Code to dissolve (*ontbinden*), or demand in legal proceedings the dissolution (*ontbinding*) of, this Agreement. Furthermore, to the extent permitted by law, the parties hereby waive their rights under Article 6:228 of the Dutch Civil Code to nullify (*vernietigen*), or demand in legal proceedings the nullification (*vernietiging*) of, this Agreement on the ground of error (*dwaling*).

10. PARTIAL INVALIDITY

The illegality, invalidity or unenforceability of any provision of the Transaction Documents or any part thereof under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision. In the event that a provision of a Transaction Document is invalid, illegal, not binding, or unenforceable (either in whole or in part), the remainder of such Transaction Document shall continue to be effective to the extent that, in view of such Transaction Document's

substance and purpose, such remainder is not inextricably related to and therefore inseverable from the invalid, illegal, not binding or unenforceable provision. The parties shall make every effort to reach agreement on a new clause which differs as little as possible from the invalid, illegal, not binding or unenforceable provision, taking into account the substance and purpose of such Transaction Document.

11. MISCELLANEOUS

Unless the context requires otherwise, terms defined in the plural include the singular and vice versa.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement, including Clause 12.2 hereof, and any non-contractual obligations arising out of or in connection with this Agreement shall be governed by and construed in accordance with the laws of the Netherlands.

12.2 Any disputes arising out of or in connection with this Agreement, including, without limitation, any disputes relating to any non-contractual obligations arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

(*signature page follows*)

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SIGNATURES:

NIBC BANK N.V.

DocuSigned by:
Toine Teulings
DF6C0F9847A7438...
by : Toine Teulings
title : Director Funding & Debt IR

DocuSigned by:
8935E5FA1F5F493...
by Christian Kepel
title : Director Structuring

On behalf of:
HYPINVEST B.V., HYPINVEST HYPOTHEKEN B.V., NIBC DIRECT HYPOTHEKEN B.V., QUION 30 B.V. AND LOT HYPOTHEKEN B.V.

by :
title :

by :
title :

NIBC SB COVERED BOND COMPANY B.V.

by :
title :

by :
title :

STICHTING HOLDING NIBC SB COVERED BOND COMPANY

by :
title :

by :
title :

Docusign Envelope ID: 4FE45BB7-122E-8113-835F-CFF260768C7A

SIGNATURES:

NIBC BANK N.V.

by :	by :
title :	title :

On behalf of:
HYPINVEST B.V., HYPINVEST HYPOTHEKEN B.V., NIBC DIRECT HYPOTHEKEN B.V., QUION 30 B.V. AND LOT HYPOTHEKEN B.V.

DocuSigned by: Toine Teulings DF6C0F9847A7438...	DocuSigned by: 8935E5FA1F5F493...
by : Toine Teulings	by : Christian Kepel
title : Director Funding & Debt IR	title : Director Structuring

NIBC SB COVERED BOND COMPANY B.V.

by :	by :
title :	title :

STICHTING HOLDING NIBC SB COVERED BOND COMPANY

by :	by :
title :	title :

SIGNATURES:

NIBC BANK N.V.

by :	by :
title :	title :

On behalf of:
HYPINVEST B.V., HYPINVEST HYPOTHEKEN B.V., NIBC DIRECT HYPOTHEKEN B.V., QUION 30 B.V. AND LOT HYPOTHEKEN B.V.

by :	by :
title :	title :

NIBC SB COVERED BOND COMPANY B.V.
On behalf of CSC Management (Netherlands) B.V. - sole managing director

by : K. Adamovich	by : D. Singarayar
title : Director	title : Proxyholder

STICHTING HOLDING NIBC SB COVERED BOND COMPANY
On behalf of CSC Management (Netherlands) B.V. - sole managing director

by : K. Adamovich	by : D. Singarayar
title : Director	title : Proxyholder

CSC MANAGEMENT (NETHERLANDS) B.V.

by : K. Adamovich
title : Director

by : D. Singarayar
title : Proxyholder

CSC ADMINISTRATIVE SERVICES (NETHERLANDS) B.V.

by : K. Adamovich
title : Director

by : D. Singarayar
title : Proxyholder

STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY

by :
title :

by :
title :

IQ EQ STRUCTURED FINANCE B.V.

by :
title :

by :
title :

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CSC MANAGEMENT (NETHERLANDS) B.V.

by :	by :
title :	title :

CSC ADMINISTRATIVE SERVICES (NETHERLANDS) B.V.

by :	by :
title :	title :

STICHTING SECURITY TRUSTEE NIBC SB COVERED BOND COMPANY
by IQ EQ Structured Finance B.V., its sole director

DocuSigned by: Nick Stegehuis 55D15DCEABC54F9...	Signed by: Patrick Bazen 1518AA81C88E448...
by : N.E. Stegehuis	by : P.M. Bazen
title : Proxy holder	title : Proxy holder

IQ EQ STRUCTURED FINANCE B.V.

DocuSigned by: Nick Stegehuis 55D15DCEABC54F9...	Signed by: Patrick Bazen 1518AA81C88E448...
by : N.E. Stegehuis	by : P.M. Bazen
title : Proxy holder	title : Proxy holder

CITIBANK N.A., LONDON BRANCH

by : Georgia Mitchell	by :
title : Director	title :

SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH

by :	by :
title :	title :

KPMG ACCOUNTANTS N.V.

by :	by :
title :	title :

CITIBANK N.A., LONDON BRANCH

by :
title :

by :
title :

SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH

Jan VAN KRUGTEN Digitally signed by Jan VAN KRUGTEN Date: 2026.10.06 13:17:05 +02'00'

by : Jan van Krugten
title : Vice-President

Nils VAN ZELM Digitally signed by Nils VAN ZELM Date: 2026.10.06 15:18:40 +02'00'

by : Nils van Zelm
title : Managing Director

KPMG ACCOUNTANTS N.V.

by :
title :

by :
title :

CITIBANK N.A., LONDON BRANCH

by :	by :
title :	title :

SOCIÉTÉ GÉNÉRALE S.A., AMSTERDAM BRANCH

by :	by :
title :	title :

KPMG ACCOUNTANTS N.V.

by : J.J. Landstra RA	by :
title : Partner	title :