PROSPECTUS DATED 2 JULY 2024

NIBC Bank N.V.

(incorporated with limited liability in the Netherlands with its statutory seat in The Hague, and registered in the Commercial Register of the Chamber of Commerce under number 27032036)

€200,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Capital Securities

Issue Price: 100 per cent.

€200,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Capital Securities (the **Capital Securities**) will be issued by NIBC Bank N.V. (the **Issuer**). The issue price of the Capital Securities is 100 per cent. of their Original Principal Amount (as defined in Condition 1 (*Definitions*) in "*Terms and Conditions of the Capital Securities*" below). The Capital Securities will constitute unsecured, unguaranteed and subordinated obligations of the Issuer, ranking *pari passu* without any preference among themselves, as described in Condition 3 (*Status of the Capital Securities*) in "*Terms and Conditions of the Capital Securities*" below.

The Capital Securities will bear interest on their Prevailing Principal Amount (as defined in Condition 1 (*Definitions*) in "*Terms and Conditions of the Capital Securities*" below), payable (subject to cancellation as described below) semi-annually in arrear on 4 January and 4 July in each year (each an **Interest Payment Date**), from (and including) 4 July 2024 (the **Issue Date**) to (but excluding) 4 July 2030 (the **First Reset Date**) at the fixed rate of 8.25 per cent. per annum. The rate of interest will reset on the First Reset Date and on each fifth anniversary thereafter (each a **Reset Date**). The Issuer may, in its sole discretion, elect to cancel the payment of interest on the Capital Securities (in whole or in part), and it will be required to cancel the payment of interest, including additional amounts thereon, where applicable, on the Capital Securities to the extent that the Distributable Items are, or the Maximum Distributable Amount then applicable to the Issuer or the Group (as the case may be) is, insufficient or at the order of the Competent Authority. As a result, holders of Capital Securities (**Holders**) may not receive interest on any Interest Payment Date. Interest that is cancelled will not be due on any subsequent date, and the non-payment will not constitute a default by the Issuer. See Condition 4 (*Interest and interest cancellation*) in "*Terms and Conditions of the Capital Securities*" below.

The Prevailing Principal Amount of the Capital Securities will be written down if at any time (i) the Issuer CET1 Ratio and/or (ii) the Group CET1 Ratio falls or remains below 5.125 per cent. as determined by the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority (all as defined in Condition 1 (*Definitions*) in "*Terms and Conditions of the Capital Securities*" below). Holders may lose some or substantially all of their investment in the Capital Securities as a result of such a write-down. Following such reduction, the Prevailing Principal Amount may, at the Issuer's discretion, be written-up to the Original Principal Amount if certain conditions are met. See Condition 8 (*Principal Write-down and Principal Write-up*) in "*Terms and Conditions of the Capital Securities*" below. In addition, the Capital Securities may become subject to the determination by the Resolution Authority or the Issuer (following instructions from the Resolution Authority) that without the consent of the Holders (a) all or part of the nominal amount of the Capital Securities must be written down, reduced, cancelled or otherwise be applied to absorb losses, subject to write-up by the Resolution Authority or (b) all or part of the nominal amount of the Capital Securities must be converted into claims which may give right to CET1 instruments CET1 instruments, all as prescribed by the Applicable Resolution Framework (see Condition 9 (*Statutory Loss Absorption or Recapitalisation*) in "*Terms and Conditions of the Capital Securities*" below).

The Capital Securities have no fixed maturity and Holders do not have the right to call for their redemption. As a result, the Issuer is not required to make any payment of the principal amount of the Capital Securities at any time prior to its winding-up or insolvency. The Issuer may, at its option, redeem all, but not some only, of the Capital Securities on (i) any calendar day during the period commencing on (and including) 4 January 2030 (the **First Call Date**) to (and including) the First Reset Date and (ii) on each Interest Payment Date after the First Reset Date at their Prevailing Principal Amount plus accrued and unpaid interest (see Condition 6 (*Redemption and Purchase*) in "*Terms and Conditions of the Capital Securities*" below). The Issuer may also, at its option, redeem all, but not some only, of the Capital Securities at any time at their Prevailing Principal Amount plus accrued and unpaid interest (if any) (i) upon the occurrence of a Tax Event or a Capital Event (each as defined in Condition 1 (*Definitions*) in "*Terms and Conditions of the Capital Securities*" below) or (ii) if 75 per cent. or more of the Capital Securities originally issued has been purchased and cancelled at the time of such election. Any optional redemption of Capital Securities by the Issuer will be subject to the general conditions to redemption as set out in Condition 6.7 (*Conditions for Redemption and Purchase*) in "*Terms and Conditions of the Capital Securities*" below. If a Tax Event or a Capital Event has occurred and is continuing, the Issuer may substitute all of the Capital Securities or vary the terms of all of the Capital Securities, without the consent or approval of Holders provided that they become or remain compliant with applicable regulatory capital rules.

Amounts payable under the Capital Securities are calculated by reference to the mid-swap rate for euro swaps with a term of 5 years which appears on the Reuters screen "ICESWAP2" as of 11:00 a.m. (Central European time) on such Reset Rate of Interest Determination Date (as defined in the terms and conditions of the Capital Securities (the **Conditions**)) which is provided by ICE Benchmark Administration Ltd (**IBA**) and by reference to Euro-zone inter-bank offered rate (**EURIBOR**), which is provided by the European Money Markets Institute (**EMMI**). As at the date of this prospectus (the **Prospectus**), EMMI is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Regulation (EU) No. 2016/1011 (the **EU Benchmark Regulation**) and IBA is exempt from registration as third-country benchmark administrator until 31 December 2025, pursuant to Article 51(5) of the EU Benchmark Regulation.

An investment in Capital Securities involves certain risks. Investors should ensure that they understand the nature of the Capital Securities and the extent of their exposure to risks and they should review and consider these risks carefully before purchasing any Capital Securities. In particular, investors should review and consider the risk factors relating to a Principal Write-down and interest cancellation and the impact this may have on their investment. For a discussion of these risks see "Risk Factors" beginning on page 3.

This Prospectus has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**), as the competent authority under Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**). The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Prospectus or of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Capital Securities. Application has been made for the listing and trading of the Capital Securities on Euronext Amsterdam N.V. (**Euronext Amsterdam**) with effect from 4 July 2024. Euronext Amsterdam is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments, as amended (**MiFID II**).

The Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to the Capital Securities which are to be admitted to trading on a regulated market in the European Economic Area (the **EEA**) and shall expire on 2 July 2025. The obligation to supplement the Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when the Prospectus is no longer valid.

The Capital Securities will be in bearer form and in denominations of €200,000 and integral multiples of €100,000 in excess thereof up to (and including) €300,000. The Capital Securities will initially be represented by a temporary global capital security (the **Temporary Global Capital Security**), which will be deposited with a common safekeeper for Clearstream Banking, S.A. (**Clearstream, Luxembourg**) and Euroclear Bank SA/NV (**Euroclear**) on the Issue Date. The Temporary Global Capital Security will be exchangeable for interests in a permanent global capital security (the **Permanent Global Capital Security**, together with the Temporary Global Capital Security, the Global Capital Securities) not earlier than 40 days after the Issue Date, upon certification as to non-U.S. beneficial ownership. The Permanent Global Capital Security will be exchangeable for Capital Securities in definitive form (the **Definitive Capital Securities**) in the limited circumstances set out therein, see "*Form of the Capital Securities*" below.

The Capital Securities are expected to be rated BB- by S&P Global Ratings Europe Limited (**S&P**) and BB by Fitch Ratings Europe Limited (**Fitch**). Each of S&P and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Capital Securities have not been registered under the United States Securities Act of 1933, as amended (the **Securities Act**). Subject to certain exceptions, the Capital Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**). See "*Subscription and Sale*" below).

Except where such information has been incorporated by reference into this Prospectus, any information contained in or accessible through any website to which a hyperlink has been included in this Prospectus does not form part of this Prospectus and has not been scrutinised or approved by the AFM.

This Prospectus and any supplement will be published in electronic form on the website of the Issuer at https://nibc.com/investor-relations/debt-investors/subordinated-debt.

Joint Lead Managers

ABN AMRO **MORGAN STANLEY** **UBS Investment Bank**

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RISK FACTORS

The Issuer believes that the factors described below represent the material risks currently deemed to be inherent in investing in the Capital Securities, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Capital Securities may occur for other reasons currently unknown and the Issuer does not represent that the statements below regarding the risks of holding the Capital Securities are exhaustive. Where a risk factor could belong in more than one category, such risk factor is included in the category that is most appropriate for it. Additional risks, events, facts or circumstances not presently known to the Issuer, or that the Issuer currently deems to be immaterial could, individually or cumulatively, prove to be important and may have a significant negative impact on the Issuer's business, financial condition, results of operations and prospects.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. Before making an investment decision with respect to the Capital Securities, prospective investors should consult their own stockbroker, bank manager, lawyer, accountant or other financial, legal and tax advisers and carefully review the risks entailed by an investment in the Capital Securities and consider such an investment decision in the light of the prospective investor's personal circumstances.

Unless specifically defined otherwise herein, words and expressions defined in the section headed "Terms and Conditions of the Capital Securities" below shall have the same meaning in this section.

References to "the Issuer" in this section are used as a reference to NIBC Bank N.V. and its consolidated subsidiaries and references to "the Group" in this section are used as a reference to NIBC Holding N.V. and its consolidated subsidiaries.

RISKS RELATING TO THE ISSUER

Risks related to financial conditions, market circumstances and economic trends.

The Issuer's revenues and earnings are affected by the volatility and strength of the economic, business and capital markets environments specific to the geographic regions in which it conducts business. The ongoing turbulence and volatility of such factors have affected, and may continue to (adversely) affect, the profitability and solvency of the Issuer.

The Issuer is a multinational banking and financial services enterprise which is active in various geographic regions, and may be impacted by ongoing turbulence, turmoil and volatility in the global financial markets as well as economic, business and capital markets environments specific to the geographic regions in which it conducts business. Factors such as inflation or deflation, interest rates, securities prices, credit spreads, liquidity spreads, exchange rates, consumer spending, changes in client behaviour, business investment, real estate and private equity valuations, government spending, the volatility and strength of the capital markets, political events and trends, environmental developments, pandemics, epidemics, health emergencies and terrorism all may impact the business of the Issuer and the economic environment in which it operates (including the global financial markets) and, ultimately, its solvency, liquidity and the amount of and profitability of the business of the Issuer. Unforeseeable and/or catastrophic events, wars, pandemics, epidemics and other health and environmental crises may also lead to an abrupt interruption of activities and the Issuer's business operations may be subject to losses resulting from such disruptions (as discussed further below under "*Operational risks are inherent to the Issuer's business*"), in particular where business continuity plans are not able to be put into action or do not take such events into account.

The Russian invasion of Ukraine and further escalation of the war pose a geopolitical risk to the world economy and more specifically to the Issuer, as does the war between Israel and Hamas. Although the Issuer does not have any direct exposure in Russia, Ukraine, Israel or Palestine, recent and future developments could indirectly have a material adverse effect on the Issuer's business and financial condition. The conflict in Ukraine as well as the war between Israel and Hamas has led to supply disruptions across industries, including for a number of commodities such as oil and gas as well as agricultural produce. Issuer clients may be adversely affected by these supply disruptions which could lead to financial distress for these clients. In such cases the Issuer may see arrears and loan losses go up.

In case one or more of the factors mentioned above adversely affects the profitability of the Issuer's business this might also result, among other things, in the following:

- reserve inadequacies which could ultimately be realised through profit and loss and shareholders' equity;
- the write down of tax assets impacting net results;
- impairment expenses related to goodwill and other intangible assets, impacting net results; and/or
- movements in risk weighted assets for the determination of required capital.

The Issuer is in particular exposed to financial, business, health, market and political conditions in the Netherlands, the United Kingdom and Germany, from which markets it derives a significant portion of its revenues. To a lesser extent the Issuer is exposed to circumstances in other European economies. These markets may in turn be affected by broader global and European circumstances. In an economic downturn characterised by higher unemployment, lower family income, lower corporate earnings, higher corporate and private debt defaults, lower business investments, and lower consumer spending, the demand for banking products is usually adversely affected and the Issuer's reserves and provisions typically would increase, resulting in overall lower earnings. Securities prices, real estate values and private equity valuations may also be adversely impacted and any such losses would be realised through profit and loss and shareholders' equity. The Issuer also offers a number of financial products that expose it to risks associated with fluctuations in interest rates, securities prices, corporate and private default rates, the value of real estate assets, exchange rates and credit spreads. See also " *Interest rate volatility and other interest rate changes may adversely affect the Issuer's profitability*", "*Continued turbulence and volatility in the financial markets and economy generally may adversely affect the Issuer results and prospects*", and "*Market conditions observed over the past few years may increase the risk of loans being impaired. The Issuer is exposed to declining values on the collateral supporting corporate, residential and commercial real estate, as well as shipping and infrastructure lending*" below.

Adverse capital and credit market conditions may impact the Issuer's ability to access liquidity and capital, as well as the cost of credit and capital.

Adverse capital market conditions may affect the availability and cost of borrowed funds, thereby impacting the Issuer's ability to support or grow its businesses. Recently, interest rates have been rising and the Issuer has been experiencing, and may continue to experience, increased funding costs, which may be exacerbated by the failure of a number of high profile financial institutions.

The Issuer needs liquidity in its day-to-day business activities to pay its operating expenses, interest on its debt, dividends on its capital stock, to maintain its repo activities and to replace certain maturing liabilities. Without sufficient liquidity, the Issuer may be forced to curtail its operations and its business may suffer. The principal sources of its funding are client deposits, including from retail clients, and medium- and long-term debt securities. Other sources of funding may also include a variety of short- and

long-term instruments, including repurchase agreements, commercial paper, medium- and long-term debt, subordinated debt securities, securitised debt, capital securities and shareholders' equity.

In the event that current resources do not satisfy its needs or need to be refinanced, the Issuer may need to seek additional financing and/or other funding. The availability of additional financing will depend on a variety of factors such as market conditions, the general availability of credit, the volume of trading activities, the volume of maturing debt that needs to be refinanced, the overall availability of credit to the financial services industry, the Issuer's credit ratings and credit capacity, as well as the possibility that customers or lenders could develop a negative perception of its long- or short-term financial prospects. Similarly, the Issuer's access to funds may be limited if regulatory authorities or rating agencies take negative actions against it. If the Issuer's internal sources of liquidity prove to be insufficient, there is a risk that external funding sources might not be available, or available at unfavourable terms. This would have an adverse effect on the Issuer's profitability and its financial conditions.

Disruptions, uncertainty or volatility in the capital and credit markets, such as those experienced over the past few years, may also limit the Issuer's access to capital required to operate its business. Adverse market conditions may in the future limit the Issuer's ability to raise additional capital to support business growth, or to counter-balance the consequences of losses or increased regulatory capital requirements. This could force the Issuer to (1) delay raising capital, (2) reduce, cancel or postpone interest payments on its capital securities (if outstanding at such time), (3) issue capital of different types or under different terms than the Issuer would otherwise offer, or (4) incur a higher cost of capital than it would in a more stable market environment. This would have the potential to decrease both the Issuer's profitability and its financial flexibility. The Issuer's results of operations, financial condition, cash flows and regulatory capital position could be materially adversely affected by disruptions in the financial markets.

The default of a major market participant could disrupt the markets.

Within the financial services industry the severe distress or default of any one institution (including sovereigns) could lead to defaults or severe distress by other institutions. Such distress or defaults could disrupt securities markets or clearance and settlement systems in the Issuer's markets. This could cause market declines or volatility. Because the commercial and financial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships, a failure by one such institution could lead to a chain of defaults that could adversely affect the Issuer and its contract counterparties. Even concerns about the creditworthiness of a sovereign or financial institution (or a default by any such entity) could lead to significant liquidity and/or solvency problems, losses or defaults by other institutions. Even the perceived lack of creditworthiness of, or questions about, a sovereign or a counterparty may lead to market-wide liquidity problems and losses or defaults by the Issuer or by other institutions. This risk is sometimes referred to as **systemic risk** and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom the Issuer interacts on a daily basis and financial instruments of sovereigns in which the Issuer invests. Systemic risk could impact the Issuer directly as a result of significant credit losses on transactions entered into with defaulting counterparties or indirectly by impacting the Issuer's ability to access the reduced levels of available market liquidity. Ultimately, systemic risk may have a material adverse effect on the Issuer’s ability to raise new funding and on its business, financial condition, results of operations, liquidity and/or prospects. In addition, such a failure could impact future product sales as a potential result of reduced confidence in the financial services industry.

Continued turbulence and volatility in the financial markets and economy generally may adversely affect the Issuer results and prospects.

There are continued concerns about weaker economic conditions, the debt burden of various European countries, increasing political instability, the ability of certain countries to remain in the Eurozone, unemployment, the availability and cost of credit, inflation levels, climate change, the war in Ukraine and the war between Israel and Hamas, supply chain constraints and the economic consequences thereof and

geopolitical issues may all contribute to adverse developments and circumstances within the financial markets and the economy in general.

Adverse developments in the financial markets have included reduced consumer confidence volatility, widening of credit spreads and overall shortage of liquidity and tightening of financial markets throughout the world. There are also significant risks that any default or credit down grade of sovereign debt or a major financial institution may in itself trigger a broad economic downturn in Europe or elsewhere, with significant concerns having been raised in this respect in recent years. Sovereign governments across the globe, including in regions where the Issuer operates, have also experienced budgetary and other financial difficulties, which have resulted in austerity measures, downgrades in credit ratings by credit agencies, planned or implemented bail-out measures and, on occasion, civil unrest and may ultimately trigger economic downturns. These concerns have recently flared up again as a result of the war in Ukraine, the war between Israel and Hamas and high inflation, which put further stress on (in particular) already at risk-economies.

The Issuer's business and results of operations are impacted by conditions in the global capital markets and the economy generally, and any adverse development such as an economic downturn and increased volatility market could have a material adverse effect on the Issuer's revenues and results of operations and prospects, including through an increase defaults and withdrawal of client deposits that the Issuer has among other things originated via internet banking.

The Issuer's business may be negatively affected by a sustained increase in inflation, deflation, interest rate volatility and other interest rate changes.

Changes in the inflation rate in the Issuer's principal markets and changes in prevailing interest rates may negatively affect the Issuer's business, solvency position and results of operations, including the level of net interest revenue the Issuer earns, and for its banking business the levels of deposits and the demand for loans. In a period of changing interest rates, interest expense may increase at different rates than the interest earned on assets. Accordingly, changes in interest rates could decrease net interest revenue. Changes in the interest rates may negatively affect the value of the Issuer's assets and its ability to realise gains or avoid losses from the sale of those assets, all of which also ultimately affect earnings.

A significant and sustained increase in inflation has historically also been associated with decreased prices for equity securities and sluggish performance of equity markets generally. A sustained decline in equity markets may:

(1) result in impairment charges to equity securities that the Issuer holds in its investment portfolios and reduced levels of unrealised capital gains available to it which would reduce its net income and negatively impact its solvency position; and/or

(2) negatively impact the ability of the Issuer's asset management activities to retain and attract assets under management, as well as the value of assets they do manage, which may negatively impact their results of operations.

In response to rising inflation rates, central banks globally have begun raising, and continue to raise, policy rates. Any period of rapidly increasing interest rates may in turn result in:

- a decrease of the estimated fair value of certain securities the Issuer holds in its investment portfolios resulting in reduced levels of unrealised capital gains available to it which could negatively impact its solvency position and net income;

- potential losses on assets valued at amortised cost as a result of lower interest rates;

- a decrease in the demand for loans and changes in customer demands;

- lower prepayment rates on outstanding loans;

- a decrease in collateral values and (depending on the position) collateral requirements with respect to the Issuer's hedging arrangements; and

- higher interest rates to be paid on customer deposits and on debt securities that the Issuer has issued or may issue on the financial markets from time to time to finance its operations, which would increase its interest expenses and reduce its results.

Despite the recent rise in policy rates described above, following which interest rates have risen at a rapid pace, interest rates continue to be relatively low by historical standards and have been low for a prolonged period. Declining interest rates may result in:

- lower investment earnings because the interest earnings on the Issuer's investments could decline in parallel with market interest rates on its assets;

- increased prepayment rates on outstanding loans, which may require the lender to reinvest such proceeds at lower rates;

- (depending on the position) collateral requirements with respect to the Issuer's hedging arrangements; and

- lower profitability since the Issuer may not be able to fully track the decline in interest rates in its savings rate.

In relation thereto, deflation in the Issuer's principal markets could also adversely affect the Issuer. Deflation may erode collateral value, diminish the quality of loans as well as result in a decrease in borrowing levels which may adversely affect the Issuer's business, solvency position and results of operations. Furthermore, prolonged periods of high or low inflation and/or deflation could affect the financial position and behaviour of clients and may thereby impact the Issuer's financial position and results of operations.

Each of the preceding risks, should they materialise, may adversely affect the Issuer's business, results and financial condition.

Market conditions observed over the past few years may increase the risk of loans being impaired. The Issuer is exposed to declining values on the collateral supporting corporate, residential and commercial real estate, as well as shipping and infrastructure lending.

The Issuer is exposed to the risk that its borrowers may not repay their loans according to their contractual terms and that the collateral securing the payment of these loans may be insufficient. The Issuer may see adverse changes in the credit quality of its borrowers and counterparties, for example as a result of their inability to refinance their indebtedness, with increasing delinquencies, defaults and insolvencies across a range of sectors. This may lead to impairment charges on loans and other assets, higher costs and additions to loan loss provisions. A significant increase in the size of the Issuer's provision for loan losses could have a material adverse effect on its financial position and results of operations.

Economic and other factors (including access to funding, prevailing interest rates, inflation, catastrophic events, climate change, wars and pandemics) could lead to a contraction in the residential mortgage, commercial, shipping and infrastructure lending market (including, without limitation, lending to small and medium-sized enterprises) and to further decreases in residential and commercial property prices and in shipping and infrastructure asset prices which could generate substantial increases in impairment losses.

Internal control risks

The Issuer's risk management policies and guidelines may prove inadequate for the risks it faces.

The Issuer has developed risk management policies and procedures and the Issuer expects to continue to do so in the future. Nonetheless, the Issuer's policies and procedures to identify, monitor and manage risks may not be fully effective, particularly during extremely turbulent times, which may result from natural disasters, acts of terrorism, human rights violations, pandemics, epidemics, other health crises, wars and environmental matters such as extreme weather and climate change. Although the Issuer has implemented measures to ensure business continuity and adequate service to its clients, the enactment of such policies and procedures, especially during extended periods of time, may prove insufficient or burdensome to the Issuer's operation and may lead to discontinuation, inefficiencies in or slowdown of its operational business processes. The methods the Issuer uses to manage, estimate and measure risk are partly based on historic market behaviour. The methods may, therefore, prove to be inadequate for predicting future risk exposure, which may be significantly greater than what is suggested by historic experience. For instance, these methods may not adequately allow prediction of circumstances arising due to the government interventions, stimulus and/or austerity packages, which increase the difficulty of evaluating risks. Other methods for risk management are based on evaluation of information regarding markets, customers or other information that is publicly known or otherwise available to the Issuer. Such information may not always be correct, updated or correctly evaluated.

A lack of effectiveness or circumvention of the Issuer's risk management policies and procedures may negatively affect the Issuer's operations and may ultimately adversely affect the Issuer's operations, financial condition and prospects.

Operational risks are inherent to the Issuer's business.

The Issuer's businesses depend on the ability to process a large number of transactions efficiently and accurately. Losses can result from inadequately trained or skilled personnel, IT failures (including, but not limited to, a failure to anticipate or prevent external cyber-attacks, ransomware or other attempts to gain unauthorised access to the Issuer's systems), inadequate or failed internal control processes and systems, regulatory breaches, human errors, employee misconduct including fraud or from external events that interrupt normal business operations. In the area of payments, over the past several years the Issuer has been subject to cybercrime fraud in the form of phishing and malware. The Issuer believes that there is a growing threat of attacks on information technology systems from individuals and groups via the internet, including the IT systems of the Issuer that contain client and Issuer information and transactions processed through these systems.

The Issuer depends on the secure processing, storage and transmission of confidential and other information in its computer systems and networks. The equipment and software used in the Issuer's computer systems and networks may not be capable of processing, storing or transmitting information as expected. Certain of the Issuer's computer systems and networks may also have insufficient recovery capabilities in the event of a malfunction or loss of data. In addition, such systems and networks may be vulnerable to unauthorised access, computer viruses or other malicious code and other external attacks or internal breaches that could have a security impact and jeopardise the Issuer's confidential information or that of its clients or its counterparts. Similarly, the Issuer's computer systems and networks may have insufficient recovery processes in the case of a loss of data. The Issuer also faces the risk that the design and operating effectiveness of its controls and procedures prove to be inadequate or are circumvented and a failure in it controls and procedures may ultimately hamper its ability to comply with regulatory requirements regarding the robustness of its systems and procedures and the handling of personal data and the Issuer's ability to serve its clients. These events can potentially result in financial loss, harm to the Issuer's reputation and hinder its operational effectiveness and ultimately adversely affect the Issuer's operations, financial condition and prospects.

The Issuer also makes use of IT applications hosted by and stores data with third party service providers. The Issuer relies on third parties in connection with its IT and market infrastructure such as Euroclear, SWIFT and exchanges. Failure of these third party service providers could lead to interruptions in the business operations of the Issuer and of services offered or information provided to clients. Such failures could also prevent the Issuer from serving clients' needs in a timely manner. For example, for many if not most of its own and its clients' payments, the Issuer relies on SWIFT. Any disruption due to the failure by third party service providers could have a material adverse effect on the Issuer's financial position, business and reputation.

Widespread outbreaks of communicable diseases may impact the health of the Issuer's employees, increasing absenteeism, or may cause a significant increase in the utilisation of health benefits offered to its employees, either or both of which could adversely impact its business. Unforeseeable and/or catastrophic events can lead to an abrupt interruption of activities, and the Issuer's operations may be subject to losses resulting from such disruptions. Losses can result from destruction or impairment of property, financial assets, trading positions, the payment of insurance and pension benefits to employees and the loss of key personnel. If the Issuer's business continuity plans are not able to be implemented or do not take such events into account, losses may increase further. Any such events may result in financial loss, harm to the Issuer's reputation and hinder its operational effectiveness and ultimately adversely affect the Issuer’s operations, financial condition and prospects.

The Issuer has suffered losses from operational risk in the past and there can be no assurance that it will not suffer material losses from operational risk in the future.

The Issuer may be unable to manage its risks successfully through derivatives.

The Issuer employs various economic hedging strategies with the objective of mitigating the market risks that are inherent in its business and operations. These risks include currency fluctuations, changes in the fair value of its investments, the impact of interest rates, equity markets, credit spread changes and the occurrence of credit defaults. The Issuer seeks to control these risks by, among other things, entering into a number of derivative instruments, such as swaps, options, futures and forward contracts including from time to time macro hedges for parts of its business, either directly as a counterparty or as a credit support provider to affiliate parties. Developing an effective strategy for dealing with these risks is complex, and no strategy can completely insulate the Issuer from risks associated with those fluctuations. The Issuer's hedging strategies also rely on assumptions and projections regarding its assets, liabilities, general market factors and the creditworthiness of its counterparties that may prove to be incorrect or prove to be inadequate. Accordingly, the Issuer's hedging activities may not have the desired beneficial impact on its results of operations or financial condition. Poorly designed strategies or improperly executed transactions could actually increase its risks and losses.

Hedging instruments used by the Issuer to manage product and other risks might not perform as intended or expected, which could result in higher (un)realised losses such as credit value adjustment risks or unexpected profit and loss effects, and unanticipated cash needs to collateralise or settle such transactions. Adverse market conditions can limit the availability and increase the costs of hedging instruments, and such costs may not be recovered in the pricing of the underlying products being hedged. In addition, hedging counterparties may fail to perform their obligations resulting in unhedged exposures and losses on positions that are not collateralised. As such, the Issuer's hedging strategies involve transaction costs and other costs, and if the Issuer terminates a hedging arrangement, it may also be required to pay additional costs, such as transaction fees or breakage costs. It is possible that there will be periods in the future, during which the Issuer has incurred or may incur losses on transactions, perhaps significant, after taking into account the Issuer's hedging strategies. Further, the nature and timing of the Issuer's hedging transactions could actually increase its risk and losses. The Issuer's hedging strategies and the derivatives that the Issuer uses and may use, may not adequately mitigate or offset the risk of interest rate volatility and its hedging transactions may result in losses.

The Issuer's hedging strategy additionally relies on the assumption that hedging counterparties remain able and willing to provide the hedges required by its strategy. Increased regulation, market shocks, worsening market conditions, and/or other factors that affect or are perceived to affect the financial condition, liquidity and creditworthiness of the Issuer may reduce the ability and/or willingness of such counterparties to engage in hedging contracts with it and/or other parties, affecting the Issuer's overall ability to hedge its risks and adversely affecting its business, financial condition, results of operations, liquidity and/or prospects.

Risks related to the Issuer's business and operations.

Because the Issuer operates in highly competitive markets, including its home market, it may not be able to increase or maintain its market share, which may have an adverse effect on its results of operations.

There is substantial competition in the Netherlands and the other countries in which the Issuer does business for the types of corporate banking, consumer banking and other products and services it provides. Customer loyalty and retention can be influenced by a number of factors, including relative service levels, the prices and attributes of products and services and actions taken by competitors. If the Issuer is not able to match or compete with the products and services offered by the Issuer's competitors, it could adversely impact its ability to maintain or further increase its market share, which would adversely affect its results of operations. Competition could also increase due to new entrants in the markets (including non-bank lenders) that may have new operating models that are not burdened by potentially costly legacy operations. Increasing competition in these or any of its other markets may significantly impact its results if the Issuer is unable to match the products and services offered by its competitors. Over time, certain sectors of the financial services industry have become more concentrated, as institutions involved in a broad range of financial services have been acquired by or merged into other firms or have declared bankruptcy. These developments could result in the Issuer's competitors gaining greater access to capital and liquidity, expanding their ranges of products and services, or gaining geographic diversity.

The Issuer may experience pricing pressures as a result of these factors in the event that some of its competitors seek to increase market share by reducing prices, which may adversely affect the Issuer’s business, financial condition, results of operations, liquidity and/or prospects.

Because the Issuer does business with many counterparties, the inability of these counterparties to meet their financial obligations could have a material adverse effect on its results of operations.

Third parties that owe the Issuer money, securities or other assets may not pay or perform under their obligations. These parties include the issuers and guarantors (including sovereigns) of securities the Issuer holds, borrowers under loans originated or otherwise held, customers, trading counterparties, counterparties under swaps, credit default and other derivative contracts, clearing agents, exchanges, clearing houses and other financial intermediaries. Severe distress or defaults by one or more of these parties on their obligations to the Issuer due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure, etc., or even rumours about potential severe distress or defaults by one or more of these parties or regarding the financial services industry generally, could lead to losses for the Issuer, and defaults by other institutions. In light of experiences with significant constraints on liquidity and high cost of funds in the interbank lending market, and given the high level of interdependence between financial institutions, the Issuer is and will continue to be subject to the risk of deterioration of the commercial and financial soundness, or perceived soundness, of sovereigns and other financial services institutions.

The Issuer routinely executes a high volume of transactions with counterparties in the financial services industry, resulting in large daily settlement amounts and significant credit and counterparty exposure. As a

result, the Issuer faces concentration risk with respect to specific counterparties and customers. The Issuer is exposed to increased counterparty risk as a result of recent financial institution failures and weakness and will continue to be exposed to the risk of loss if counterparty financial institutions fail or are otherwise unable to meet their obligations. A default by, or even concerns about the creditworthiness of, one or more financial services institutions could therefore lead to further significant systemic liquidity problems, or losses or defaults by other financial institutions.

In addition, the Issuer is subject to the risk that its rights against third parties may not be enforceable in all circumstances. The deterioration or perceived deterioration in the credit quality of third parties whose securities or obligations the Issuer holds could result in losses and/or adversely affect its ability to sell, rehypothecate or otherwise use those securities or obligations for liquidity purposes. A significant downgrade in the credit ratings of the Issuer's counterparties could also have a negative impact on its income and risk weighting, leading to increased capital requirements. While in many cases the Issuer is permitted to require additional collateral from counterparties that experience financial difficulty, disputes may arise as to the amount of collateral it is entitled to receive and the value of pledged assets. The Issuer's credit risk may also be exacerbated when the collateral it holds cannot be realised or is liquidated at prices not sufficient to recover the full amount of the loan or derivative exposure that is due to the Issuer, which is most likely to occur during periods of illiquidity and depressed asset valuations, such as those experienced during the recent financial crisis. The termination of contracts and the foreclosure on collateral may subject the Issuer to claims for the improper exercise of its rights under such contracts. Bankruptcies, downgrades and disputes with counterparties as to the valuation of collateral tend to increase in times of market stress and illiquidity.

Any of these developments or losses could materially and adversely affect the Issuer's business, financial condition, results of operations, liquidity and/or prospects.

Ratings are important to the Issuer's business for a number of reasons. Downgrades could have an adverse impact on its operations and net results.

Credit ratings represent the opinions of rating agencies regarding an entity's ability to repay its indebtedness. The Issuer's credit ratings are important to its ability to raise capital through the issuance of debt and to the cost of such financing. The Issuer has credit ratings from S&P Global Ratings Europe Limited (**S&P**) and Fitch Ratings Europe Limited (**Fitch**) which review their ratings and rating methodologies on a recurring basis. A change in the methodology of a rating agency could result in a downgrade. In the event of a downgrade the cost of issuing debt could increase, having an adverse effect on net results. Certain institutional investors may also be obliged to withdraw their deposits from the Issuer following a downgrade, which could have an adverse effect on its liquidity.

In addition, other rating agencies may seek to rate the Issuer or the Capital Securities on an unsolicited basis and if such unsolicited ratings are lower than comparable ratings granted, such unsolicited ratings could have a material adverse effect on the Issuer's results of operations, financial condition and liquidity and may negatively affect the market value of the Capital Securities. The decision to withdraw a rating or continue with an unsolicited rating remains with the relevant rating agency.

Moreover, the Issuer's assets are risk weighted. Downgrades of these assets could result in a higher risk weighting which may result in higher capital requirements. This may impact net earnings and the return on capital, and may have an adverse impact on the Issuer's competitive position.

As rating agencies continue to evaluate the financial services industry, it is possible that rating agencies will heighten the level of scrutiny that they apply to financial institutions, increase the frequency and scope of their credit reviews, request additional information from the companies that they rate and potentially adjust upward the capital and other requirements employed in the rating agency models for maintenance of certain ratings levels. It is possible that the outcome of any such review of the Issuer would have additional adverse ratings consequences, which could have a material adverse effect on the

Issuer's results of operations, financial condition and liquidity. The Issuer may need to take actions in response to changing standards set by any of the rating agencies which could cause its business and operations to suffer. The Issuer cannot predict what additional actions rating agencies may take, or what actions the Issuer may take in response to the actions of rating agencies.

A downgrade of the Issuer could result in a downgrade of the Capital Securities. See the risk factor "*The credit ratings of the Capital Securities or the Issuer may not reflect all risks*" below.

The Issuer may be unable to retain key personnel.

As a financial services enterprise with a decentralised management structure, the Issuer relies to a considerable extent on the quality of local management in the various countries in which the Issuer operates. The success of the Issuer's operations is dependent, among other things, on the Issuer's ability to attract and retain highly qualified professional personnel. The Issuer's ability to attract and retain key personnel is dependent on a number of factors, including prevailing market conditions and compensation packages offered by companies competing for the same talent.

As a part of the responses of the European Commission and governments throughout Europe to the financial crisis in 2008, there have been and will be various laws and regulations, including those set out in CRD (as defined in the Conditions), the Guidelines on Remuneration Policies and Practices published by (the predecessor of) the European Banking Authority (**EBA**)) and the Regulation of the Dutch Central Bank (*De Nederlandsche Bank*, **DNB**) on Sound Remuneration Policies 2017 (*Regeling beheerst beloningsbeleid Wft 2017*), the Act prohibiting the payment of variable remuneration to board members and day-to-day policy makers of financial institutions that receive state aid (*Wet bonusverbod staatsgesteunde ondernemingen*) and the Dutch Act on remuneration policy for financial enterprises (*Wet Beloningsbeleid financiële ondernemingen*), including (among other things) a bonus cap of 20 per cent. of fixed salary for employees that are employed in the Netherlands (subject to certain exceptions), to ensure that financial institutions' remuneration policies and practices are consistent with and promote for the employees of such financial enterprises sound and effective risk management, and that impose restrictions on the remuneration of personnel, with a focus on risk alignment of performance-related remuneration. In the future, there may be additional regulations applicable to the remuneration of the Issuer’s employees.

These restrictions and political and public scrutiny of remuneration in the financial sector have had and will have an impact on the Issuer's existing remuneration policies and individual remuneration packages of personnel and may restrict the Issuer in its ability to offer competitive compensation relative to other financial and non-financial companies that are subject to fewer restrictions. Ultimately, this could adversely affect the Issuer's ability to retain or attract qualified employees.

Legal and regulatory risk.

The Issuer operates in highly regulated industries. There could be an adverse change or increase in the financial services laws and/or regulations governing its business.

The Issuer is subject to detailed banking, investment services and other financial services laws and government regulation in each of the jurisdictions in which the Issuer conducts business. Regulatory agencies have broad administrative power over many aspects of the Issuer's business, which may include liquidity, capital adequacy and permitted investments, ethical issues, sanctions, anti-money laundering, anti-terrorism measures, sustainability, privacy, IT-risk management and resilience requirements, record keeping, product and sale suitability, and marketing and sales practices, and the Issuer's own internal governance practices. Banking, investment services and other financial services laws, regulations and policies currently governing the Issuer may also change at any time and in ways which have an adverse effect on its business, and it is difficult to predict the timing or form of any future regulatory or enforcement initiatives in respect thereof. Bank regulators and other supervisory authorities continue to scrutinise the financial services industry and its activities under regulations governing such matters as

money-laundering, prohibited transactions with countries and persons subject to sanctions, and bribery or other anti-corruption measures.

Regulation is becoming increasingly more extensive and complex and regulators are focusing with increased scrutiny on the industries in which the Issuer operates, often requiring additional resources from the Issuer. These regulations can serve to limit the Issuer's activities, including through its net capital, customer protection and market conduct requirements, and restrictions on businesses in which the Issuer can operate or invest. If the Issuer fails to address, or appears to fail to address, appropriately any of these matters, its reputation could be harmed, and it could be subject to additional legal risk, which could, in turn, increase the size and number of claims and damages asserted against the Issuer or subject it to enforcement actions, fines and penalties. In addition, changes in laws and regulations may restrict the Issuer in continuing to perform activities which it is currently undertaking or continuing to hold its current investment positions, which may adversely affect its operations. The Issuer cannot predict whether or when future legislative or regulatory actions may be taken, or how existing laws and regulations may be interpreted, or what impact, if any, actions taken to date or in the future could have on its business, financial condition, results of operations, capital, liquidity and/or prospects and the available or required regulatory capital which the Issuer is required to maintain. For example, following the release of the EU Action Plan on Sustainable Finance in March 2018, numerous sustainability rules are introduced. Governments and regulators are intensifying focus on sustainability laws and regulations and are adopting sustainability strategies. Significant sustainability related laws and regulations for EU banks were recently introduced and further laws and regulations are expected. The timing and full impact of these new laws and regulations cannot be determined yet and are beyond the Issuer’s control. The implementation of new sustainability regulation is a continuous process and will require periodic reassessments. These new laws and regulations and the implementation thereof as well as the targets set in relation to these laws and regulations could significantly impact the manner in which the Issuer operates and could adversely affect the Issuer's business, financial position and results of operations, as well as its reputation. For example, changes in government policies, societal expectations and investor preferences could present the Issuer with a material business risk in, for example, carbon-intensive sectors in the medium and long term. These rules are not only in the field of product disclosures following the implementation of the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 and amending Regulation (EU) 2019/2088 (the **Taxonomy Regulation**) on sustainability-related disclosures in the financial services sector and Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (**SFDR**) and adjustments in Directive (EU) 2016/97 (**IDD**), MiFID II and the PRIIPS Regulation, but also, for example, in the field of reporting (non-financial risk disclosures) and how to consider climate risks in the Issuer’s (risk) governance. In some cases, the laws and regulations to which the Issuer is subject have increased because governments are increasingly enacting laws that have an extra-territorial scope.

Despite the Issuer's efforts to maintain effective compliance procedures and to comply with applicable laws and regulations, there is a risk that the Issuer may fail to meet applicable standards or may be unable to meet future standards, for example in areas where applicable regulations may be unclear, subject to multiple interpretation or under development or may conflict with one another or where regulators revise their previous guidance or courts overturn previous rulings. Regulators and other authorities have broad powers and discretions to bring administrative or judicial proceedings against the Issuer, which could result, amongst other things, in suspension or revocation of its licence, cease and desist orders, fines, civil penalties, criminal penalties or other disciplinary action which could materially harm the Issuer's results of operations and financial condition.

The Issuer is subject to onerous capital and liquidity requirements.

The Issuer is subject to laws and regulations prescribing among other things its solvency and liquidity position. The Issuer is subject to the risk, inherent in all regulated financial businesses, of having insufficient resources to meet such minimum regulatory capital and liquidity requirements. Regulatory reforms could result in the imposition of additional restrictions on the Issuer's activities if it were to no

longer meet certain capital requirements. The Issuer believes that it will become subject to stricter capital and liquidity requirements which may also affect the scope, coverage or calculation of capital, liquidity and risk-weighted assets, all of which could significantly reduce the Issuer's income and require the Issuer to reduce business levels, to reduce or cease dividend payments, or to raise additional share capital. Furthermore, stricter liquidity requirements could hinder the Issuer's ability to manage its liquidity in a centralised manner and may cause trapped pools of liquidity, resulting in inefficiencies in the management of the Issuer's liquidity.

For a description of the capital and liquidity requirements applicable to the Issuer reference is made to the section "*Description of the Issuer*" under the paragraph "*Supervision and Regulation*". These requirements and changes in laws and regulations may have the following impact on its capital and liquidity financial position and results of operations and prospects:

- The CRR and CRD Directive (each as defined in the Conditions) are subject to ongoing change, including as a result of the EU banking package adopted in May 2019 (the **EU Banking Reforms**) and the finalised Basel III reforms as published on 7 December 2017 (the **Basel III Reforms**). As at the date of this Prospectus the impact of these changes to the applicable prudential regime is yet to be fully determined by the Issuer due to the fact that the Basel III Reforms are still subject to further implementation in EU or national laws. On 27 October 2021, the European Commission published the proposals to implement the Basel III Reforms in the EU. On 31 October 2022, the European Council published its proposals to implement the Basel III Reforms in the EU and on 30 May 2024, the European Council announced it had adopted the proposals. As a result, the Basel III Reforms will be implemented as of January 2025. The EU Banking Reforms may have a material impact on the Issuer's operations and financial condition, including that the Issuer may be required to obtain additional capital.

- As part of the Supervisory Review and Evaluation Process (**SREP**), supervisory authorities may perform an analysis of the business model, arrangements, strategies, processes and mechanisms of the Issuer on a consolidated as well an individual basis to form a view on its viability and sustainability. If necessary, they may take measures to address any problems and concerns including, among other things, requiring additional capital and/or liquidity buffers. Such measures may result in changes to the business plan and strategy, or require the Issuer to reduce risks that are inherent in certain products by requiring changes to the offering of these products or improvements of the governance and control arrangements around product development and maintenance. They may also include measures to reduce risks inherent to the Issuer's systems by requiring improvements of its systems. Any such measures may materially and adversely affect the Issuer's business and may force the Issuer to make substantial investments to meet the requirements. If the regulatory capital requirements, liquidity restrictions or ratios applied to the Issuer are increased in the future, any failure of the Issuer to maintain such increased capital and liquidity ratios could result in administrative actions and/or sanctions, which may have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects or require the Issuer to raise new capital to meet higher regulatory capital standards. In addition, the Issuer for some of its assets uses internal models to assess the risks of its assets. Such models are subject to regulatory approval, which may be withdrawn on the basis of regulatory developments or the developments of the portfolios in respect of which they are applied. Any such withdrawal or required amendments may have a significant adverse effect on the risk weighted assets of the Issuer and may cause its capital ratios to decline or require it to obtain additional capital, all of which may have an adverse effect on the Issuer's business, results of operations, financial condition and prospects.

The Issuer is subject to recovery and intervention regulations.

In February 2023, DNB determined that, with immediate effect, the Issuer will not be subject to resolution under the Directive 2014/59/EU providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (as amended, the **BRRD**) and Regulation (EU) 8046/2014 (as amended from time to time, including by Regulation (EU) 2019/877, the

SRM Regulation). As a non-resolution entity, the MREL (as defined below) is equal to the requirements in force under the SREP at the date of this Prospectus and applies since September 2023 and no additional recapitalisation amount is required as was to be expected since the Issuer is designated a resolution entity. As such in principle, any illiquidity, insolvency and/or bankruptcy of the Issuer will be regulated by the Dutch Bankruptcy Act (*Faillissementswet*) and Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings. In addition, the Issuer may become subject to Dutch Intervention Act (*Wet bijzondere maatregelen financiële ondernemingen*).

The Issuer may, nonetheless, in future be subject to resolution under the BRRD and SRM Regulation. The BRRD is designed to provide authorities with a harmonised set of tools and powers to intervene sufficiently early and quickly in an unsound or failing institution so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. The SRM Regulation established uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in a framework of a single resolution mechanism and a single bank resolution fund. For a description of the BRRD, SRM Regulation and Dutch Intervention Act reference is made to the section "*Description of the Issuer*" under the paragraph "*Supervision and Regulation*".

Holders should be aware that exercise of such powers could involve taking various actions in relation to the Issuer or any securities issued by the Issuer (including the Capital Securities) without the consent of the Holders in the context of which any termination or acceleration rights or events of default may be disregarded. In addition, Holders will have no further claims in respect of any amount so written off, converted or otherwise applied as a result thereof. There can be no assurance that the taking of any such actions would not adversely affect the rights of Holders, the price or value of their investment in Capital Securities and/or the ability of the Issuer to satisfy its obligations under the Capital Securities.

It is possible that pursuant to the BRRD, the SRM Regulation or other resolution or recovery rules which may in the future be applicable to the Issuer (including, but not limited to, CRD), new powers may be granted by way of statute to the DNB and/or any other relevant authority which could be used in such a way as to result in debt, including the Capital Securities, absorbing losses. In addition, the BRRD and the SRM Regulation are subject to reforms, including as part of the EU Banking Reforms and may be amended in such a way as may have a negative effect on a Holder or the Issuer, its operations, its financial condition or prospects.

The Issuer is unable to predict what effects, if any, the Dutch Intervention Act, BRRD and SRM Regulation may have on the financial system generally, the Issuer's counterparties, the Issuer, any of its consolidated subsidiaries, its operations and/or its financial position. In addition, the BRRD and SRM Regulation is subject to reform and changes, including as part of the EU Banking Reforms. The Dutch Intervention Act, BRRD, SRM and the EU Banking Reforms may increase the Issuer's cost of funding and thereby have an adverse impact on the Issuer's funding ability, liquidity, financial position, results of operations and prospect.

The minimum requirement for own funds and eligible liabilities under BRRD and SRM Regulation is subject to ongoing change and difficulties in obtaining MREL may restrict its activities.

Pursuant to the BRRD and the SRM Regulation, banks such as the Issuer must meet, at all times, a minimum requirement for own funds (including Common Equity Tier 1 capital (**CET1**), Additional Tier 1 or Tier 2 instruments) and eligible liabilities (**MREL**). The minimum requirement shall be calculated as the amount of own funds and eligible liabilities (meaning under currently applicable MREL requirements, *inter alia*, liabilities which are issued and fully paid up and have a maturity of at least one year (or do not give the investor a right to repayment within one year) and do not arise from derivatives) expressed as a percentage of the total liabilities and own funds of the bank. In order to ensure the effectiveness of bail-in and other resolution tools introduced by the BRRD and the SRM Regulation, it is required that all banks

(and their group, as applicable) meet an individual MREL requirement, calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities. Each resolution authority is required to make a separate determination of the appropriate MREL requirement for each resolution group within its jurisdiction, depending on the resolvability, risk profile, systemic importance and other characteristics of each institution. The MREL requirement for each institution will be comprised of a number of key elements, including the required loss absorbing capacity of the institution and the level of recapitalisation needed to implement the preferred resolution strategy identified during the resolution planning process.

On 7 June 2019, the BRRD was amended as part of the EU Banking Reforms in order to implement, amongst other things, the Financial Stability Board's total loss absorbing capacity (TLAC) standard by adapting the existing regime relating to MREL, which was implemented into Dutch law on 21 December 2021. If the Issuer were to experience difficulties in raising MREL eligible liabilities, it may have to reduce its lending or investments in other operations which would have a material adverse effect on the Issuer's business, financial position and results of operations.

Moreover, a failure by the Issuer to comply with its MREL requirements may result in the Issuer breaching the CBR and, consequently, become subject to the restrictions on payments on Additional Tier 1 instruments, including the Capital Securities (subject to a potential nine-month grace period for such restrictions to apply in case specific conditions are met, e.g. where such breach of the combined buffer requirement is due to a temporary inability to issue new debt that is eligible for MREL).

Changes to accounting standards may negatively affect the Issuer's results, operations and financial position.

The Issuer reports its results of operations and financial position in accordance with International Financial Reporting Standards (**IFRS**) (including International Accounting Standards (IAS) and Interpretations) as adopted by the EU. The IFRS guidelines are periodically revised or expanded and it is possible that such revisions or expansion could impact the accounting treatment that the Issuer applies to its financial statements, which may have an adverse effect on the Issuer's reported result or its regulatory capital position and may ultimately end up adversely affecting the Issuer's operations and financial condition, including that the Issuer may be required to obtain additional capital in order to continue to comply with regulatory standards applicable to it.

The Issuer's business may be negatively affected by adverse publicity, regulatory actions or litigation with respect to such business, other well-known companies or the financial services industry in general.

Adverse publicity and damage to the Issuer's reputation may arise from its failure or perceived failure to comply with legal and regulatory requirements, financial reporting irregularities involving other large and well-known companies, increasing regulatory and law enforcement scrutiny of "know your customer", anti-money laundering, prohibited transactions with countries and persons subject to sanctions, anti-bribery or other anti-corruption measures and anti-terrorist-financing procedures and their effectiveness. In addition, the above factors as well as regulatory investigations of the financial services industry and litigation that arises from the failure or perceived failure by the Issuer to comply with legal, regulatory and compliance requirements, could also result in adverse publicity and reputational harm, lead to increased regulatory supervision, affect the Issuer's ability to attract and retain customers and employees, reduce access to the capital markets, result in cease and desist orders, suits, enforcement actions, fines, civil and criminal penalties, other disciplinary action or have other material adverse effects on the Issuer in ways that are not predictable.

The above factors may have an adverse effect on the Issuer's financial condition and/or results of operations.

Risk associated with Compensation Schemes and the Resolution Fund contributions.

Compensation Schemes

The Issuer is a participant in the Dutch Deposit Guarantee Scheme (*Depositogarantiestelsel*) (the **Deposit Guarantee Scheme**) which guarantees an amount of EUR 100,000 per person per bank (regardless of the number of accounts held). The Issuer and other financial institutions are required to quarterly pay risk-weighted contributions into a fund to cover future drawings under the Deposit Guarantee Scheme. The fund, in which the Issuer participates, is expected to grow to a target size of at least 0.8 per cent. of all deposits guaranteed under the Deposit Guarantee Scheme, which should be reached in 2024. This quick growth could have a material effect on the Issuer's financial condition. In the case of a failure of a participating bank, depositor compensation is paid from such fund. If the means of such fund are insufficient, the Issuer may be required to pay an extraordinary ex-post contribution of not more than 0.5 per cent. of their covered deposits per calendar year, with the exception that in exception circumstances and with the consent of the relevant competent authority, the Issuer may be required to make even higher additional contributions. The competent authority may defer, in whole or in part, a credit institution's payment of extraordinary ex-post contributions to the Deposit Guarantee Scheme if and as long the contributions would jeopardise the liquidity or solvency of the Issuer. The contributions so deferred would still have be paid when such payment no longer jeopardises the liquidity or solvency of the Issuer. The target size should be reached by 3 July 2024. The costs associated with potential future contributions are today unknown, and will depend on the methodology used to calculate risk-weighting, but may be significant and may ultimately have a material adverse effect on the Issuer's result of operations and financial condition.

Since 2015, there have been discussions within the European Union for the creation of a single European deposit insurance scheme (**EDIS**) to which banks such as the Issuer would be required to contribute. The proposals for the establishment of the EDIS are not yet finalised, and it is unclear if and when the legislative process on the establishment of EDIS would start. The extent of costs associated with the EDIS are therefore today unknown but may be significant.

CMDI Framework

In April 2023, the EU Commission announced a proposal to adjust and further strengthen the EU's existing bank crisis management and deposit insurance (**CMDI**) framework, with a focus on medium-sized and smaller banks. The package implies the review of the BRRD and SRM Regulation frameworks as well as a separate legislative proposal to amend the EU Deposit Guarantee Scheme Directive, all of which aim at further preserving financial stability, protecting taxpayers and depositors, and supporting the real economy and its competitiveness. However, there is a high degree of uncertainty with regards to the proposed adjustments to the CMDI framework and when they will be finally implemented in the EU. Therefore, the exact impact of these adjustments and the potential effects on the Issuer cannot be assessed yet.

Resolution Fund

The SRM provides for a single resolution fund (the **Single Resolution Fund**). The Single Resolution Fund is financed by *ex-ante* individual contributions from banks, such as the Issuer. These contributions are calculated on the basis of each bank's liabilities compared (excluding own funds and covered deposits), and adjusted for risk. The Single Resolution Fund is built up over a period of eight years and reached its target level of at least 1 per cent. of the amount of all covered deposits of all banks authorised in all EU member states participating in the SRM at the end of 2023. The Single Resolution Fund will continue to verify on an annual basis whether the available financial means have diminished below the target level in the relevant contribution period. Contributions to the Single Resolution Fund may restart if

its means diminish below the target level of 1 per cent. The contributions to the Single Resolution Fund place a significant burden on the Issuer's financial resources.

The implementation of Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union may result in a higher tax burden for the Issuer which could have a negative effect on the Issuer's solvency and financial condition.

The Global Anti-Base Erosion Model Rules (**Pillar Two**), an initiative by the OECD/G20 Inclusive Framework, introduces a minimum level of taxation for multinationals with annual consolidated revenue of EUR 750 million or more in at least two out of the four fiscal years immediately preceding the tested fiscal year. The aim of Pillar Two is to ensure that large multinational enterprise groups are subject to a minimum effective tax rate of 15 per cent. in each jurisdiction where they operate.

The Council of the European Union formally adopted Council Directive (EU) 2022/2523 (the **Pillar Two Directive**). The Pillar Two Directive was published in the Official Journal of the European Union on 22 December 2022. EU member states had to implement the Pillar Two Directive in their national laws by 31 December 2023. The Netherlands implemented the Pillar Two Directive in the Dutch Minimum Tax Act 2024 (*Wet minimumbelasting 2024*), which entered into force on 31 December 2023.

The primary mechanism for implementation of Pillar two will be an income inclusion rule (the **IIR**) pursuant to which a top-up tax is payable by a parent entity of a group if and to the extent that one or more constituent members of the group have been undertaxed. In the situation that no IIR applies at the ultimate parent entity level, a lower-level (intermediary) entity may be required to apply the IIR. A secondary fall back is provided by an undertaxed payment rule (the **UTPR**) in case the IIR has not been applied. The UTPR can be applied by (i) limiting or denying a deduction or (ii) making an adjustment in the form of an additional tax. In addition, and in line with the Pillar Two Directive, the Dutch Minimum Tax Act 2024 also includes a qualified domestic minimum top-up tax (the **QDMTT**). A jurisdiction that incorporates the QDMTT becomes the first in line to levy any top-up tax from entities located in its jurisdiction. It must compute profits and calculate any top-up tax due in the same way as the Pillar Two rules. Without a QDMTT, another jurisdiction as determined by the Pillar Two rules would be entitled to levy the top-up tax.

The implementation of the Pillar Two Directive could result in a higher tax burden for the Issuer which could have a negative effect on the Issuer's solvency and financial condition. Considering the annual consolidated revenue of the Issuer over the past years, Pillar Two should not have an impact before 1 January 2025.

RISKS RELATED TO THE CAPITAL SECURITIES

Risks related to the nature of the Capital Securities.

The Capital Securities constitute deeply subordinated obligations.

The Capital Securities constitute unsecured and deeply subordinated obligations of the Issuer. The Prevailing Principal Amount will rank, subject to any rights or claims which are mandatorily preferred by law (including as provided pursuant to Section 212rf Dutch Bankruptcy Code (*Faillissementswet*), (a) junior to the rights and claims of creditors in respect of all present and future Senior Obligations of the Issuer (including Tier 2 instruments), (b) *pari passu* without any preference among themselves and with all other present and future rights and claims of creditors in respect of Parity Obligations of the Issuer (including any other series of Additional Tier 1 instruments) and (c) senior only to the rights and claims of creditors in respect of all present and future Junior Obligations of the Issuer. As a result, in the event of liquidation or bankruptcy of the Issuer, any claims of the Holders in respect of the Prevailing Principal Amount against the Issuer will be subordinated to (a) the rights and claims of depositors (other than in

respect of those whose deposits rank equally to or lower than the Capital Securities, if any), (b) all unsubordinated rights and claims (including but not limited to, with respect to the repayment of borrowed money), (c) all subordinated rights and claims (including, but not limited to, in respect of obligations qualifying as Tier 2 instruments) and (d) excluded liabilities of the Issuer pursuant to Article 72(a)2 CRR, other than (i) Parity Obligations and (ii) Junior Obligations. Any claims for payment of interest have a subordinated ranking above own funds (including the Principal Prevailing Amount).

Before the occurrence of any event referred to above, Holders may already have lost the whole or part of their investment in the Capital Securities as a result of a write-down of the principal amount of the Capital Securities if, at any time, the Issuer CET1 Ratio and/or Group CET1 Ratio falls below 5.125 per cent. (a **Trigger Event**) and/or a write-down or conversion of the principal amount of the Capital Securities following Statutory Loss Absorption or Recapitalisation (see the risk factors "*The principal amount of the Capital Securities may be reduced (Written Down) to absorb losses" and "A Holder may lose all or parts of its investment in the Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs*" below). In the event of liquidation or bankruptcy of the Issuer, payment of any remaining principal amount not so written down to a Holder will, by virtue of such subordination, only be made after all obligations of the Issuer resulting from higher-ranking deposits, unsubordinated rights and claims (including with respect to the repayment of borrowed money) and claims and higher-ranking subordinated claims have been satisfied in full. If any such event occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due and payable under the Capital Securities. Furthermore, pursuant to Condition 3.3 (*No set-off or netting*), the Capital Securities are not eligible for any set-off or netting by any Holder and no Holder shall be able to exercise or claim any right of set-off or netting in respect of any amount owed to it by the Issuer arising under or in connection with the Capital Securities. To the extent that any Holder nevertheless claims a right of set-off or netting in respect of any such amount, whether by operation of law or otherwise, and irrespective of whether the set-off or netting is effective under any applicable law, such Holder is required to immediately transfer to the Issuer an amount equal to the amount which purportedly has been set off or netted (such a transfer, a **Set-off Repayment**) and no rights can be derived from the relevant Capital Securities until the Issuer has received in full the relevant Set-off Repayment. Irrespective of any other set-off or netting agreement providing otherwise, the possibility or impossibility of any set-off or netting by a Holder shall be exclusively governed by Dutch law. A Holder may therefore recover less than the holders of deposit liabilities or the holders of unsubordinated or prior ranking subordinated liabilities of the Issuer.

Although the Capital Securities may pay a higher rate of interest than securities which are not, or not as deeply, subordinated, there is a real risk that an investor in deeply subordinated securities such as the Capital Securities will lose all or some of its investment should the Issuer become insolvent.

The Issuer is not prohibited from issuing further debt, which may rank pari passu with or senior to the Capital Securities.

The Conditions do not limit the amount of liabilities ranking senior or *pari passu* in priority of payment to the Capital Securities which may be incurred or assumed by the Issuer from time to time, whether before or after the issue date of the Capital Securities nor do they restrict the Issuer in issuing Additional Tier 1 instruments with other write-down mechanisms or trigger levels or that convert into shares upon a trigger event. The Issuer may be able to incur significant additional secured or unsecured unsubordinated indebtedness and/or prior-ranking subordinated indebtedness. If the Issuer becomes insolvent or is liquidated, or if payment under any secured or unsecured unsubordinated and/or prior-ranking subordinated debt obligations is accelerated, the Issuer's secured or unsecured unsubordinated or, as the case may be, prior-ranking subordinated lenders would be entitled to exercise the remedies available to a secured or unsecured unsubordinated and/or prior-ranking subordinated lender before the Holders.

Also, there is a risk that, as a result of Section 212rf Dutch Bankruptcy Code (*Faillissementswet*), capital instruments which are expressed to rank *pari passu* with, or junior to, the Capital Securities, may in the

Issuer's bankruptcy rank senior to the Capital Securities if these other instruments do not qualify or are disqualified as own funds or are reclassified as a tier of own funds ranking higher than the Capital Securities. See also Condition 3 (*Status of the Capital Securities*), which provides that the ranking of the Capital Securities is subject to mandatory provisions of law, including as a result of the Section 212rf Dutch Bankruptcy Code (*Faillissementswet*).

Unsubordinated liabilities of the Issuer may also arise from events that are not reflected on the balance sheet of the Issuer, including, without limitation, insurance or reinsurance contracts, derivative contracts, the issuance of guarantees or the incurrence of other contingent liabilities on an unsubordinated basis. Claims made under such guarantees or such other contingent liabilities will become unsubordinated liabilities of the Issuer that in a winding-up or insolvency proceeding of the Issuer will need to be paid in full before the obligations under the Capital Securities may be satisfied.

As a result, the Capital Securities are subordinated to any secured or unsecured unsubordinated indebtedness and/or prior-ranking subordinated indebtedness that the Issuer may incur in the future. If any event referred to in the risk factor "*The Capital Securities constitute deeply subordinated obligations*" above were to occur, the Issuer may not have enough assets remaining after these payments to pay amounts due and payable under the Capital Securities and the Holders may therefore recover rateably less (if anything) than the lenders of the Issuer's secured or unsecured unsubordinated debt and/or prior-ranking subordinated debt in the event of the Issuer's bankruptcy or liquidation. Even if the claims of senior ranking creditors would be satisfied in full, Holders may still not be able to recover the full amount due because the proceeds of the remaining assets must be shared *pro rata* among all other creditors holding claims ranking *pari passu* with the claims of the Holders in respect of the Capital Securities.

Also, the incurrence of additional capital instruments with interest cancellation provisions similar to the Capital Securities may increase the likelihood of (partial) interest payment cancellations under the Capital Securities if the Issuer is not able to generate sufficient Distributable Items or to maintain adequate capital buffers to make interest payments falling due on all outstanding capital instruments of the Issuer in full. See the risk factor "*In certain circumstances, the Issuer may decide not to pay interest on the Capital Securities or may be required not to pay such interest*" below.

If the Issuer's financial condition were to deteriorate, investors could suffer direct and materially adverse consequences, including suspension of interest and reduction of interest and principal and, if the Issuer were liquidated (whether voluntarily or involuntarily), investors could suffer loss of their entire investment.

In certain circumstances, the Issuer may decide not to pay interest on the Capital Securities or may be required not to pay such interest.

The Issuer may at any time elect, in its sole and absolute discretion, to cancel the payment of any interest in whole or in part at any time that it deems necessary or desirable and for any reason and without any restriction on the Issuer thereafter. The Issuer will be required to cancel the payment of all or some of the interest payments otherwise falling due on the Capital Securities in circumstances where the relevant interest payment would either cause the Distributable Items or, if certain capital buffers are not maintained and when aggregated together with other relevant distributions of the kind referred to in Section 3:62b(2) of the Dutch Financial Supervision Act (*Wet op het financieel toezicht*, the **Wft**), as amended from time to time, implementing Article 141(2) CRD Directive, Section 3:62ba(2) Wft implementing article 141b(2) CRD Directive, Section 3a:11b Wft implementing Article 16a BRRD and/or article 10a of the SRM Regulation or in any Applicable Banking Regulations, the relevant Maximum Distributable Amount (if any) to be exceeded, as described in Condition 4.2(b) (*Mandatory cancellation of interest*). Also, the Competent Authority may order the Issuer to cancel interest payments and any accrued but unpaid interest will be cancelled following the occurrence of a Trigger Event. As a result, a Holder may as long as the Capital Securities are outstanding, which due to absence of a fixed maturity

date be until perpetuity, not at any time receive any payments of interest or principal on the Capital Securities.

Mandatory cancellation of interest due to lack of Distributable Items.

Distributable Items relate to the Issuer's profits and distributable reserves determined on the basis of the Issuer's non-consolidated accounts as further described in Condition 4.2(b) (*Mandatory cancellation of interest*). The amount of Distributable Items available to pay interest on the Capital Securities may be affected, *inter alia*, by other discretionary interest payments on other (existing or future) capital instruments, including CET1 distributions and any write-up of principal amounts of Discretionary Temporary Write-down Instruments (if any). As at 31 December 2023, the Issuer's Distributable Items amounted to EUR 1,683 million. In addition, the amount of Distributable Items may potentially be adversely affected by the performance of the business of the Issuer in general, factors affecting its financial position (including capital and leverage ratios and requirements), the economic environment in which the Issuer operates and other factors outside of the Issuer's control. Adjustments to earnings, as determined by the statutory board of the Issuer, may furthermore fluctuate significantly and may materially adversely affect Distributable Items of the Issuer.

Mandatory cancellation of interest due to Maximum Distributable Amount restrictions.

The Maximum Distributable Amount will apply in circumstances where the Issuer does not meet certain combined capital buffer requirements or any similar requirements (see also below and in the risk factor "*CRD IV includes capital requirements that are in addition to the minimum regulatory CET1 capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Capital Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments*").

Under Section 3:62b(2) Wft (implementing Article 141(2) (*Restrictions on distributions*) CRD Directive), institutions that fail to meet the combined buffer requirement (broadly, the combination of the capital conservation buffer, the institution-specific countercyclical capital buffer, the systemic risk buffer, the global systemically important institutions buffer and/or the other systemically important institutions buffer, in each case as applicable to the institution) will be subject to restricted discretionary payments (which are defined broadly by CRD IV as distributions in connection with CET1 capital, payments on Additional Tier 1 capital instruments (including interest amounts on the Capital Securities and any write-ups of principal amounts (if applicable)) and payments of discretionary staff remuneration).

In the event of a breach of the combined buffer requirement, the restrictions under Section 3:62b(2) Wft (implementing Article 141(2) CRD Directive) will be scaled according to the extent of the breach of the combined buffer requirement and calculated as a percentage of the institution's profits. Such calculation will result in a maximum distributable amount (**Maximum Distributable Amount** or **MDA**) in each relevant period.

As at the date of this Prospectus, restrictions with respect to the Maximum Distributable Amount following a breach of the combined buffer requirement should be calculated at a consolidated and solo level and distributions would be restricted to the lowest amount. As an example, the scaling is such that in the bottom quartile of the combined buffer requirement, no discretionary distributions will be permitted to be paid. As consequence, in the event of breach of the combined buffer requirement it may be necessary to reduce payments that would, but for the breach of the combined buffer requirement, be discretionary, including potentially exercising the Issuer's discretion to cancel (in whole or in part) interest payments in respect of the Capital Securities. In such circumstances, the aggregate amount of distributions which the Issuer can make on account of dividends, interest payments, write-up amounts and redemption amounts on its Tier 1 instruments (including the Capital Securities) and certain bonuses will be limited.

Mandatory cancellation of interest due to a failure to comply with MREL requirements.

Furthermore, a failure by the Issuer to comply with the MREL requirements under the BRRD and the SRM Regulation may result in the Issuer breaching the combined buffer requirement and, consequently, becoming subject to Maximum Distributable Amount restrictions on payments on Additional Tier 1 instruments, including the Capital Securities. Section 3a:11b Wft implements Article 16a BRRD to clarify, for the purposes of restrictions on distributions, the relationship between Pillar 1 minimum own funds requirements (**P1R**), Pillar 2 own funds requirements (**P2R**), the MREL requirement and the combined buffer requirement (**CBR**) (the so called 'stacking order'). Under Article 16a BRRD and article 10a SRM Regulation, an institution such as the Issuer shall be considered as failing to meet the CBR for the purposes of Article 16a BRRD where it does not have MREL in an amount and of the quality needed to meet, at the same time, the requirement defined in Article 128(6) CRD Directive (i.e. the CBR) as well as each of the P1R, the P2R and the MREL requirement. This requirement recognises that breaches of the CBR (whilst still complying with P1R and P2R) may be due to a temporary inability to issue new eligible debt for MREL purposes. For these situations, BRRD envisages a nine month grace period before restrictions under article 16a BRRD will apply. During the grace period, the relevant authorities will be able to exercise other powers available to them that are appropriate in view of the financial situation of the relevant institution.

Impact of CET1 capital requirements on interest payment restrictions.

The amount of CET1 capital required to meet the CBR or any similar requirements will be relevant to assess the risk of interest payments being cancelled. See also below in the risk factor "*CRD IV includes capital requirements that are in addition to the minimum regulatory CET1 capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Capital Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments*". The market price of the Capital Securities is likely to be affected by any fluctuations in the Issuer CET1 Ratio and/or Group CET1 Ratio. Any indication or perceived indication that this ratio (on a solo or consolidated basis, as applicable) is tending towards the MDA trigger level may have an adverse impact on the market price of the Capital Securities.

The Issuer's capital requirements are, by their nature, calculated by reference to a number of factors any one of which or combination of which may not be easily observable or capable of calculation by investors. See also below in the risk factor "*The Issuer CET1 Ratio and the Group CET1 Ratio will be affected by a number of factors, any of which may be outside the Issuer's control, as well as by its business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the investors*".

Holders may not be able to predict accurately the proximity of the risk of discretionary payments (of interest and principal) on the Capital Securities being prohibited from time to time as a result of the operation of Article 141 CRD Directive and Article 16 BRRD. In any event, the Issuer will have discretion as to how the Maximum Distributable Amount will be applied if insufficient to meet all expected distributions and is not obliged to take the interests of investors in the Capital Securities into account.

Mandatory cancellation of interest imposed by supervisory or resolution authorities.

The CRD Directive gives the competent authority certain recovery powers which would apply if the Issuer fails (or is likely to fail) to comply with applicable regulations. There are no ex-ante limitations on the discretion to use this power. In such circumstances, the competent authority could require the Issuer to suspend payments of interest on Additional Tier 1 instruments (including the Capital Securities). Furthermore, the CRD IV Directive provides the competent authority coupon cancellation powers in the context of the regular supervisory review and evaluation process of the Issuer which may force the Issuer

to cancel interest payments to Holders, which may be applied even if the Issuer has sufficient Distributable Items and no Maximum Distributable Amount restrictions apply.

Payment of interest may also be affected by any application of the legislation in the Netherlands implementing the BRRD. See also below in the risk factors "*A Holder may lose all or parts of its investment in the Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs*".

Mandatory cancellation of interest due to failing to meet leverage ratio requirements.

The EU Banking Reforms introduce a restriction for global systemically important institutions (**G-SIIs**) on distributions (including on payments of AT1 instruments, such as the Capital Securities) in case of failure to meet the leverage ratio buffer requirement. On the date of this Prospectus, the Issuer is not a G-SII. However, future extension of this restriction on non-G-SIIs is possible, and there can be no assurance that relevant EU or Dutch regulators may not in the future apply a leverage ratio buffer requirement to the Issuer. Also, there can be no assurance, that any of P1R, P2R, CBR or MREL requirements applicable to the Issuer will not be amended in the future to include new and more onerous capital requirements, which in turn may affect the Issuer's capacity to make payments of interest on the Capital Securities.

Potential impact of the above risks on payments of interest, the rights of Holders and the market price of the Capital Securities.

It follows from the above that there can be no assurance that an investor will receive payments of interest in respect of the Capital Securities, and the Issuer's ability to make interest payments on the Capital Securities will depend on a combination of factors including (i) the level of distributable reserves and the profits the Issuer has accumulated in the financial year preceding any interest payment date, (ii) the amount of outstanding capital instruments with interest cancellation provisions similar to the Capital Securities, (iii) the P1R, P2R, CBR or MREL requirements or any other capital or buffer requirements (in addition to Pillar 1 and Pillar 2 capital requirements) applicable to the Issuer and the Group from time to time and (iv) the application of certain discretionary powers of the competent authority in respect of the Issuer. Furthermore, even if there were to be sufficient funds to make interest payments on the Capital Securities, the Issuer may still elect to cancel such interest payment for any reason and for any length of time. Furthermore, no interest will be paid on any principal amount that has been written down following a Trigger Event and/or Statutory Loss Absorption or Recapitalisation and interest on any remaining principal amount following such write-down is subject to the Issuer having sufficient Distributable Items and, if applicable, sufficient Net Profit and the Maximum Distributable Amount not being exceeded (see the risk factors "*The principal amount of the Capital Securities may be reduced (Written Down) to absorb losses*" and "*A Holder may lose all or parts of its investment in the Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs*" and "*CRD IV includes capital requirements that are in addition to the minimum regulatory CET1 capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Capital Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments*" below).

In addition to the above, in response to the outbreak of communicable diseases, pandemics and epidemics or health emergencies, as well as to other crises that impact the financial markets and economy, legislative and/or regulatory authorities may at any time introduce temporary emergency legislative measures which may impose further restrictions on the Issuer to make distributions, such as in particular the suspension of payments of interest on Additional Tier 1 instruments (including the Capital Securities).

Any interest not paid shall be deemed cancelled and shall not accumulate or be payable at any time thereafter. Cancellation of interest shall not constitute a default under the Capital Securities for any purpose. Investors shall have no further rights in respect of any interest not paid and shall not be entitled

to any compensation or to take any action to cause the bankruptcy, liquidation, dissolution or winding up of the Issuer. Furthermore, cancellation of interest payments shall not in any way impose restrictions on the Issuer, including restricting the Issuer from making distributions or equivalent payments in connection with junior ranking (including ordinary shares) or *pari passu* ranking instruments.

Any actual or anticipated cancellation of interest on the Capital Securities will likely have an adverse effect on the market price of the Capital Securities. In addition, as a result of the interest cancellation provisions of the Capital Securities, the market price of the Capital Securities may be more volatile than the market prices of other debt securities on which interest accrues which is not subject to such cancellation and may be more sensitive generally to adverse changes in the Issuer's financial condition. Any indication or perceived indication that the Issuer CET1 Ratio and/or the Group CET1 Ratio is trending towards the minimum required combined capital buffer may have an adverse effect on the market price of the Capital Securities.

The principal amount of the Capital Securities may be reduced (Written Down) to absorb losses.

The Capital Securities are being issued for capital adequacy regulatory purposes with the intention and purpose of being eligible as Additional Tier 1 Capital of the Issuer. Such eligibility depends upon a number of conditions being satisfied. One of these relates to the ability of the Capital Securities and the proceeds of their issue to be available to absorb any losses of the Issuer. Accordingly, if a Trigger Event occurs, the Prevailing Principal Amount of the Capital Securities will be reduced with an amount at least sufficient to immediately cure the Trigger Event, and any accrued but unpaid interest will be cancelled. A Principal Write-down may occur at any time on one or more occasions (provided, however, that the principal amount of a Capital Security shall never be reduced to below one cent). Any Principal Write-down of the Capital Securities shall not constitute a default of the Issuer. Investors shall not be entitled to any compensation or to take any action to cause the bankruptcy, liquidation, dissolution or winding up of the Issuer (without prejudice to any principal amount subsequently written-up at the discretion of the Issuer in accordance with the Principal Write-up mechanism as set out in Condition 8.2 (*Principal Write-up*)).

A Principal Write-down is expected to occur simultaneously with the concurrent pro rata write-down or conversion into shares or other instruments of ownership of the prevailing principal amount of any Parity Loss Absorbing Instruments and after the write-down or conversion into shares or other instruments of ownership of Prior Loss Absorbing Instruments with higher trigger levels (if any). However, this will not necessarily be the case as there may be a situation in which a (contractual) Principal Write Down is triggered, even though the Resolution Authority has determined that the Capital Securities do not yet have to be written down due to there not being a point of non-viability or resolution scenario yet. In particular, investors must note that to the extent such write-down or conversion into shares or other instruments of ownership of any Loss Absorbing Instruments is not effective for any reason (i) the ineffectiveness of any such write-down or conversion into shares or other instruments of ownership shall not prejudice the requirement to effect a Principal Write-down of the Capital Securities and (ii) the write-down or conversion into shares or other instruments of ownership of any Prior Loss Absorbing Instruments and/or Parity Loss Absorbing Instruments which are not effective shall not be taken into account in determining the Write-down Amount of the Capital Securities. Therefore, the write-down or conversion into shares or other instruments of ownership of other Loss Absorbing Instruments is not a condition for a Principal Write-down of the Capital Securities and, as a result of failure to write down or convert into shares or other instruments of ownership such other Loss Absorbing Instruments, the Write-down Amount of the Capital Securities may be higher. Holders may lose all or some of their investment as a result of such a Principal Write-down of the Prevailing Principal Amount of the Capital Securities. In particular, the Issuer may be required to write down the Prevailing Principal Amount of the Capital Securities following the occurrence of a Trigger Event such that the Issuer CET1 Ratio and/or the Group CET1 Ratio (as applicable) is restored to a level higher than 5.125 per cent. No assurance can be given that a Principal Write-down will be applied towards not only curing the Trigger Event but also towards restoring the Issuer CET1 Ratio and/or the Group CET1 Ratio to a level above the Trigger Event. In such an event, the

Write-down Amount will be greater than the amount by which the then Prevailing Principal Amount would have been written down if the Issuer had been required to write down the principal amount of the Capital Securities to the extent necessary thereby to restore the Issuer CET1 Ratio and/or the Group CET1 Ratio to 5.125 per cent. (as applicable).

Furthermore, it is possible that, following a material decrease in the Issuer CET1 Ratio and/or Group CET1 Ratio, a Trigger Event in relation to the Capital Securities occurs simultaneously with a trigger event in relation to Prior Loss Absorbing Instruments having a higher trigger level. If this were to occur, the Prevailing Principal Amount of the Capital Securities will be reduced *pro rata* with Prior Loss Absorbing Instruments having a higher trigger level up to an amount sufficient to restore the Issuer CET1 Ratio and the Group CET1 Ratio to not less than 5.125 per cent. provided that, with respect to each Prior Loss Absorbing Instrument and/or Parity Loss Absorbing Instrument (if any), such *pro rata* write-down and/or conversion shall only be taken into account to the extent required to restore the Issuer CET1 Ratio and the Group CET1 Ratio (as the case may be) contemplated above to the lower of (x) such Prior Loss Absorbing Instrument's and/or Parity Loss Absorbing Instrument's trigger level and (y) the trigger level in respect of which the relevant Trigger Event under the Capital Securities has occurred, in each case, in accordance with the terms of the relevant instruments and the Applicable Banking Regulations.

The Issuer's current and future outstanding junior and *pari passu* ranking securities might not include write-down or similar features with triggers comparable to those of the Capital Securities. As a result, it is possible that the Capital Securities will be subject to a Principal Write-down, while junior and *pari passu* ranking securities remain outstanding and continue to receive payments. Also, the Conditions do not in any way impose restrictions on the Issuer following a Principal Write-down, including restrictions on making any distribution or equivalent payment in connection with (i) any Junior Obligations (including, without limitation, any common shares of the Issuer) or (ii) in respect of any Parity Obligations.

Investors may lose all or some of their investment as a result of a Principal Write-down or of reaching the point of non-viability (see also below in the risk factor "*A Holder may lose all or parts of its investment in the Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs*"). Although (in case of a Principal Write-down only following a Trigger Event) the Conditions allow for the principal amount to be written-up again due to the limited circumstances in which a Principal Write-up may be undertaken, any reinstatement of the Prevailing Principal Amount of the Capital Securities and recovery of such investment may take place over an extended period of time or not at all. In addition, if any of the events listed in Condition 12 (*Limited Remedies in case of Non-Payment*) occurs prior to the Capital Securities being written-up in full pursuant to Condition 8.2 (*Principal Write-up*), Holders' claims for principal in liquidation or bankruptcy will be based on the reduced principal amount (if any) of the Capital Securities. Further, during the period of any Principal Write-down pursuant to Condition 8.1 (*Principal Write-down*), interest will accrue on the reduced principal amount of the Capital Securities and is subject to the Issuer having sufficient Distributable Items and, if applicable, sufficient Net Profit and the Maximum Distributable Amount not being exceeded. Also, any redemption at the option of the Issuer upon the occurrence of a Tax Event or a Capital Event during such period will take place at the reduced principal amount of the Capital Securities.

The written down principal amount will not be automatically reinstated if the Issuer CET1 Ratio and the Group CET1 Ratio are restored above a certain level. It is the extent to which the Issuer and the Group make a profit from their operations (if any) that will affect whether the principal amount of the Capital Securities may be reinstated to its Original Principal Amount. The Issuer has full discretion to write-up the principal amount of the Capital Securities, subject to certain conditions being met, such as there being sufficient Net Profit (being the lower of the net profit of the Issuer as calculated (on a solo or consolidated basis, as applicable) and, if applicable, a sufficient Maximum Distributable Amount. No assurance can be given that these conditions will ever be met or that the Issuer will operate a write-up when the relevant conditions are satisfied. Also, the Competent Authority has the power to prohibit a write-up in the context of the regular supervisory review and evaluation process or if the Issuer fails (or is likely to fail) to comply with applicable regulations. However, if any write-up were to occur, it will have to be undertaken

on a pro rata basis with any other instruments qualifying as Additional Tier 1 Capital providing for a reinstatement of principal amount in similar circumstances that have been subject to a write-down (see Condition 8.2(a) (*Principal Write-up*)).

The market price of the Capital Securities is expected to be affected by any actual or anticipated write-down of the principal amount of the Capital Securities as well as by the Issuer's actual or anticipated ability to write-up the reduced principal amount to its original principal amount.

The Issuer CET1 Ratio and the Group CET1 Ratio will be affected by a number of factors, any of which may be outside the Issuer's control, as well as by its business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the investors.

The market price of the Capital Securities is expected to be affected by fluctuations in the Issuer CET1 Ratio and/or the Group CET1 Ratio. Any perceived or actual indication that the Issuer CET1 Ratio and/or the Group CET1 Ratio is trending towards the Trigger Event may have an adverse effect on the market price of the Capital Securities. The level of the Issuer CET1 Ratio and/or the Group CET1 Ratio may significantly affect the trading price of the Capital Securities.

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, any of which may be outside the Issuer's control. Because the Issuer CET1 Ratio and the Group CET1 Ratio may be calculated as at any date, a Trigger Event could occur at any time. The calculation of the Issuer CET1 Ratio and/or the Group CET1 Ratio could be affected by one or more factors, including, among other things, changes in the mix of the Issuer's business, major events affecting its earnings, credit losses and impairments, dividend payments by the Issuer, accounting changes, regulatory changes (including the imposition of additional minimum capital or capital buffer requirements or changes to definitions and calculations of regulatory capital ratios and their components or the changes to the interpretation thereof by the relevant authorities or case law) and the Issuer’s ability to manage risk-weighted assets in both its ongoing businesses and those which it may seek to exit or enter.

Examples of the regulatory changes which may impact the Issuer CET1 Ratio and/or the Group CET1 Ratio are the finalised Basel III reforms as published on 7 December 2017, the European Central Bank (the **ECB**) targeted review of internal models (TRIM), the regulation on minimum loss coverage for non-performing exposures complementing Regulation (EU) No 575/2013 relating to own funds (Regulation (EU) 2019/630 (including associated supervisory expectations), the EBA Definition of Default Guidelines and the minimum average risk weight for IRB banks’ exposures to natural persons secured by mortgages on residential property located in the Netherlands announced by DNB. Currently, the Issuer is transitioning its approach for calculating credit risk weight for its corporate exposures from the advanced internal rating based approach to either the standardised approach or the supervisory slotting criteria. The expectation is that this transition will be implemented in the second half of 2024. This is expected to lead to an increase in risk weights. The combined impact of the new credit risk weights approach and Basel III is estimated at an increase of risk weighted assets of 10-15 per cent. and a corresponding decrease of risk of the Group CET1 ratio between 1.7 and 2.4 per cent., compared to 31 December 2023. This decrease together with a 1 per cent. increase in the countercyclical buffer for the Netherlands as set by the DNB on the 31 May 2024 may lead to a decrease in the distance to the MDA trigger level for the Group at the consolidated level to 2.8 - 3.5 per cent. from 6.2 per cent. on 31 December 2023. These calculations are based on assumptions about the ultimate implementation of the Basel-III Reforms in legislation.

The Issuer CET1 Ratio, the Group CET1 Ratio, Distributable Items and any Maximum Distributable Amount will also depend on the Issuer’s decisions relating to its businesses and operations, as well as the management of its capital position, and may be affected by changes in applicable accounting rules (including, but not limited to, the introduction of IFRS 9) or by changes to regulatory adjustments which modify the regulatory capital impact of accounting rules. For example, the Issuer may decide not to, or

not be able to, raise capital at a time when it is feasible to do so, even if that would result in the occurrence of a Trigger Event.

Investors will not be able to monitor movements in the Issuer CET1 Ratio and/or the Group CET1 Ratio or distance to any Maximum Distributable Amount trigger levels on a continuous basis and it may therefore not be foreseeable when a Trigger Event may occur or whether interest payments must be cancelled. The Issuer will have no obligation to consider the interests of investors in connection with its strategic decisions, including in respect of its capital management. The Issuer currently intends to give due consideration to the capital hierarchy, however, it may deviate from that approach at its sole discretion. Investors will not have any claim against the Issuer relating to decisions that affect the business and operations of the Issuer, including its capital position, regardless of whether they result in the occurrence of a Trigger Event. Such decisions could cause investors to lose all or part of the value of their investment in the Capital Securities.

The usual reporting cycle of the Issuer is for the Issuer CET1 Ratio and the Group CET1 Ratio to be reported on a semi-annual basis in conjunction with the Issuer's semi-annual financial reporting, which may mean investors are given limited warning of any deterioration in the Issuer CET1 Ratio and/or the Group CET1 Ratio. Investors should also be aware that the Issuer CET1 Ratio and the Group CET1 Ratio may be calculated as at any date and, as a result thereof, a Trigger Event may occur at any date.

The factors that influence the Issuer CET1 Ratio may not be the same as the factors that influence the Group CET1 Ratio. At the date of this Prospectus, the capital instruments eligible as own funds of the Issuer are the same as the capital instruments eligible as own funds of Group, but the risk-weighted assets and deductions of the own funds of the Issuer differ from the risk-weighted assets and deductions of the own funds of Group.

Since a Trigger Event will occur if any one of the CET1 Ratio thresholds is breached regardless of whether or not the other CET1 Ratio threshold is breached, the additional uncertainties resulting from differences in the factors affecting the two CET1 Ratios may have an adverse impact on the market price or the liquidity of the Capital Securities.

Due to the uncertainty regarding whether a Trigger Event will occur, it will be difficult to predict when, if at all, the Prevailing Principal Amount of the Capital Securities may be written down. Accordingly, the trading behaviour of the Capital Securities may not necessarily follow the trading behaviour of other types of subordinated securities. Any indication or perceived indication that the Issuer CET1 Ratio and/or the Group CET1 Ratio is trending towards the minimum applicable combined capital buffer may have an adverse effect on the market price of the Capital Securities. Under such circumstances, investors may not be able to sell their Capital Securities easily or at prices that will provide them with a yield comparable to more conventional investments.

CRD IV includes capital requirements that are in addition to the minimum regulatory CET1 capital requirement. These additional capital requirements will restrict the Issuer from making interest payments on the Capital Securities in certain circumstances, in which case the Issuer will automatically cancel such interest payments.

A minimum CBR is imposed on top of the minimum CET1 capital requirement of 4.5 per cent. of the Issuer's total risk exposure amount (**TREA**) as calculated in accordance with Article 92 CRR and any P2R applicable to the Issuer. The Dutch legislator has implemented the CBR in the Wft and the implementing Decree on prudential rules Wft (*Besluit prudentiële regels Wft*, the **Decree on Prudential Rules Wft**) which entered into force on 1 August 2014.

The CBR consists of the following elements:

- **Capital conservation buffer (*kapitaalconserveringsbuffer*)**: set at 2.5 per cent. of TREA;

- **Institution-specific countercyclical capital buffer (*contracyclische kapitaalbuffer*)**: the institution-specific countercyclical capital buffer rate shall consist of the weighted average of the countercyclical capital buffer rates that apply in the jurisdictions where the relevant credit exposures are located; this rate will be between 0 per cent. and 2.5 per cent. of TREA (but may be set higher than 2.5 per cent., where the designated authority considers that the conditions justify this). The designated authority in each EU member state must set the countercyclical capital buffer rate for exposures in its jurisdiction on a quarterly basis. DNB has increased the countercyclical capital buffer to 2 per cent. as of 31 May 2024;

- **Systemic relevance buffer (*systeemrelevantiebuffer*)**: the systemic relevance buffer consists of a buffer for G-SIIs and for other systemically important institutions (**O-SIIs**), to be determined by DNB. The buffer rate for O-SIIs can be up to 2 per cent. of TREA. The buffer rate for G-SII can be between 1 per cent. and 3.5 per cent. of TREA. DNB periodically reviews the identification of G-SIIs and O-SIIs as well as the applicable buffer rate; and

- **Systemic risk buffer (*systeemrisicobuffer*)**: potentially set as an additional loss absorbency buffer to prevent and mitigate long term non-cyclical systemic or macro prudential risks not covered in CRD, to be determined by DNB. The level of the systemic risk buffer may vary across institutions or sets of institutions as well as across subsets of exposures. In 2020, DNB has reduced the systemic risk buffer for all Dutch banks to 0 per cent.

At the date of this Prospectus, the Issuer is not subject to any of the capital buffers described above except for the capital conservation buffer and the countercyclical capital buffer, however this may change in the future.

The capital the Competent Authority asks banks to keep based on SREP consists of a bank-specific capital requirement, the P2R, which applies in addition to, and covers risks which are underestimated or not covered by, the minimum capital requirement (known as Pillar 1). The P2R is binding and breaches can have direct legal consequences for banks. The capital the Competent Authority asks banks to keep based on the SREP also includes the Pillar 2 Guidance (**P2G**), which indicates to banks the adequate level of capital to be maintained to provide a sufficient buffer to withstand stressed situations. Unlike the P2R, the P2G is not legally binding.

Accordingly, in the capital stack of a bank, the P2G is in addition to (and "sits above") that bank's P1R, its P2R and its CBR. If a bank does not meet its P2G, the mandatory restrictions on discretionary payments (including payments on its CET1 and Additional Tier 1 instruments such as the Capital Securities) based on its Maximum Distributable Amount will not automatically apply. Instead, the Competent Authority will carefully consider the reasons and circumstances and may impose individually tailored supervisory measures. However, only if a bank fails to maintain its CBR, e.g. because of a breach of P2R, the mandatory restrictions on discretionary payments (including payments on its CET1 and Additional Tier 1 instruments such as the Capital Securities) based on its Maximum Distributable Amount will apply. However, there can be no assurance as to the relationship between the "Pillar 2" additional own funds requirements and the restrictions on discretionary payments (including distributions on the Capital Securities) and as to how and when effect will be given to the EBA's guidelines and/or the EU Banking Reforms in the Netherlands, including as to the consequences for a bank of its capital levels falling below the P1R, P2R and/or CBR referred to above.

There can be no assurance, that any of the minimum P1R, P2R, CBR or MREL requirements applicable to the Issuer will not be amended in the future to include new and more onerous capital requirements, which in turn may affect the Issuer's capacity to make payments of interest on the Capital Securities.

The Issuer's capital ratios are above the regulatory minimum requirements. As at 31 December 2023, the Issuer had an Issuer CET1 Ratio of 18.2 per cent. and the Group had a Group CET1 Ratio of 18.8 per cent. on a consolidated basis, which is well above the 2023 SREP requirement. Pursuant to the 2023 SREP requirement, the Issuer is required to hold a minimum total capital ratio of 15.4 per cent. on a solo

basis which is composed of 8.0 per cent. P1R, 3.8 per cent. P2R, a 2.5 per cent. capital conservation buffer and a 1.0 per cent. countercyclical buffer. Pursuant to the 2023 SREP requirement, the Group is required to hold a minimum total capital ratio of 15.3 per cent. on a consolidated basis which is composed of 8.0 per cent. P1R, 3.7 per cent. P2R, a 2.5 per cent. capital conservation buffer, a 1.1 per cent. countercyclical buffer, although DNB has increased the countercyclical capital buffer to 2 per cent. as of 31 May 2024. The Maximum Distributable Amount trigger level of the Issuer at a solo level as of 31 December 2023 is 11.4 per cent. CET1. The Maximum Distributable Amount trigger level of the Group at a consolidated level is 12.6 per cent. The Group currently has a consolidated target Group CET1 Ratio of 13 per cent. There can be no assurance, however, that Issuer will continue to maintain its current target ratio or internal management buffer or that any such target ratio and buffer would be sufficient to protect against a breach of the CBR resulting in restrictions on payments on its CET1 instruments and Additional Tier 1 instruments, such as the Capital Securities.

As outlined in the risk factor "*In certain circumstances, the Issuer may decide not to pay interest on the Capital Securities or may be required not to pay such interest*" and in the paragraph headed "The Issuer is subject to onerous capital and liquidity *requirements*" above, a failure by the Issuer to comply with its MREL requirements may result in the Issuer breaching the CBR and, consequently, becoming subject to the restrictions on payments on Additional Tier 1 instruments, including the Capital Securities (subject to a potential nine-month grace period for such restrictions to apply in case specific conditions are met e.g. where such breach of the combined buffer requirement is due to a temporary inability to issue new debt that is eligible for MREL).

The Issuer's MREL requirements are equal to the requirements currently in force under the SREP.

There can be no assurance, however, that Issuer will continue to meet the MREL requirements or that any buffer would be sufficient to protect against a breach of the CBR resulting in restrictions on payments on its CET1 instruments and Additional Tier 1 instruments, such as the Capital Securities.

A Holder may lose all or parts of its investment in the Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs.

In addition to being subject to a possible write-down as a result of the occurrence of a Trigger Event in accordance with the Conditions, the Capital Securities may also be subject to a permanent write-down or conversion (in whole or in part) in circumstances where the competent Resolution Authority would, in its discretion, determine that the Issuer has reached the point of non-viability. For the purposes of the application of any non-viability loss absorption measure, the point of non-viability under the SRM Regulation and BRRD is the point at which the Resolution Authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or, in certain circumstances, its group, will no longer be viable unless the relevant capital instruments (such as the Capital Securities) are written-down or converted or extraordinary public financial support is to be provided and without such support the appropriate authority determines that the institution or group would no longer be viable.

Pre-resolution measures

If the Issuer would be deemed no longer viable (or one or more other conditions as set out in Article 59 BRRD, as implemented in Section 3a:17 Wft, apply, a **Non-Viability Event**) the Issuer may be subject to the write-down, cancellation or conversion of relevant capital instruments issued by it (or in cooperation with it) (i.e. Common Equity Tier 1 items, Additional Tier 1 instruments (such as the Capital Securities) and Tier 2 instruments, each as referred to in the CRR) and either independently (i.e. separate from, and before any, resolution action) or in combination with a resolution action (such as the application of a transfer tool and/or the bail-in tool, discussed below). This measure is referred to as the write-down and conversion of capital instruments tool (**WDCCI**). The WDCCI can be exercised in order to write-down,

cancel or convert the relevant capital instruments (such as the Capital Securities) into (rights with respect to to-be-issued) shares or other instruments of ownership. The WDCCI should be exercised in accordance with a certain order of priority, as described below, although exceptions may apply. WDCCI could adversely affect the rights and effective remedies of the Holders and the market value of the Capital Securities could be negatively affected.

Resolution measures

If the Issuer would be deemed to fail or likely to fail and the other resolution conditions (as set out in Article 32 BRRD as implemented in Section 3a:18 Wft) would also be met, the Issuer may be placed under resolution. The Resolution Authority may in the event of resolution decide to apply certain resolution tools, subject to the general resolution objectives and principles laid down in the SRM Regulation. These resolution tools may include (without limitation) the sale of the bank's business, the separation of assets, the bail-in tool, the replacement or substitution of the bank as obligor in respect of debt instruments, modifications to the terms of debt instruments and discontinuing the listing and admission to trading of financial instruments (including the Capital Securities).

These powers and tools are intended to be used prior to the point at which any insolvency proceedings with respect to the Issuer could have been initiated. Although the applicable legislation provides for conditions to the exercise of any resolution powers and EBA guidelines set out the objective elements for determining whether an institution is failing or likely to fail, it is uncertain how the relevant resolution authority would assess such conditions in any particular pre-insolvency scenario affecting the Issuer and in deciding whether to exercise a resolution power. The relevant resolution authority is also not required to provide any advance notice to the Holders of its decision to exercise any resolution power. Therefore, the Holders may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Issuer or the Holders' rights under the Capital Securities.

Any financial public support is only to be considered as a final resort as resolution authorities are required to first assess and exploit, to the maximum extent practicable, the use of the resolution powers mentioned above, including the bail-in tool.

Write-down order

The Resolution Authority should take the write-down and conversion steps in the following order (subject to certain exceptions, such as the exclusion or partial exclusion by the Resolution Authority of certain liabilities from the bail-in tool, and potential changes in the future):

(i) Common Equity Tier 1 items;

(ii) principal amount of Additional Tier 1 instruments (such as the Capital Securities);

(iii) principal amount of Tier 2 instruments;

(iv) principal amount of other subordinated debt (not, or no longer, qualifying as Additional Tier 1 capital or Tier 2 capital), in accordance with hierarchy of claims in normal insolvency proceedings;

(v) principal amount of eligible liabilities qualifying as statutory senior non-preferred obligations; and

(vi) the rest of eligible liabilities in accordance with the hierarchy of claims in normal bankruptcy proceedings.

Instruments of the same ranking are generally written down or converted to equity on a *pro rata* basis subject to certain exceptional circumstances set out in the BRRD.

WDCCI can under the current resolution framework only extend to the instruments referred to under (i), (ii) and (iii) while the bail-in tool may also result in the write-down or conversion of the liabilities referred to under (iv), (v) and (vi). Although the write-down or conversion into shares of the Capital Securities may be part of the bail-in tool, such write-down or conversion would in any event occur prior to bail in of Tier 2 capital instruments, eligible liabilities and senior preferred debt instruments.

Holders should be aware that one of the purposes of the resolution tools available to the Resolution Authority is to protect public funds by minimising reliance on extraordinary public financial support and as a result financial public support will only be used as a last resort after having assessed and used, to the maximum extent practicable, the resolution tools, including the bail-in tool. Therefore there is a real risk that the resolution tools will be applied by the Resolution Authority if the Issuer meets the conditions for resolution as set out above.

When applying the resolution tools and exercising the resolution powers, including the preparation and implementation thereof, the resolution authorities are not subject to (i) requirements to obtain approval or consent from any person either public or private, including but not limited to the holders of shares or debt instruments, or from any other creditors, and (ii) procedural requirements to notify any person including any requirement to publish any notice or prospectus or to file or register any document with any other authority, that would otherwise apply by virtue of applicable law, contract, or otherwise. In particular, the resolution authorities can exercise their powers irrespective of any restriction on, or requirement for consent for, transfer of the financial instruments, rights, assets or liabilities in question that might otherwise apply.

Powers of the Dutch Minister of Finance

Pursuant to the Dutch Intervention Act, the Dutch Minister of Finance has powers to deal with ailing Dutch banks prior to insolvency. These powers (including the expropriation of liabilities of, or claims against, a bank), if exercised with respect to the Issuer, may impact the Capital Securities and will, subject to certain exceptions, lead to counterparties of the Issuer including Holders) not being entitled to invoke events of default or set off their claims and the risk to lose all or a substantial part of their investments in the Capital Securities.

Other loss absorption powers

It is possible that pursuant to the Dutch Intervention Act, the BRRD, the SRM Regulation or other resolution or recovery rules which may in the future be applicable to the Issuer (including, but not limited to, the CRD), new powers may be granted by way of statute to the DNB and/or any other relevant authority which could be used in such a way as to result in debt, including the Capital Securities, absorbing losses or otherwise affecting the rights and effective remedies of Holders in the course of any resolution of the Issuer. The Issuer is unable to predict what effects, if any, existing or future powers may have on the financial system generally, the Issuer's counterparties, the Issuer, any of its consolidated subsidiaries, its operations and/or its financial position.

Impact of the loss absorption powers

Exercise of the foregoing powers could involve taking various actions in relation to the Issuer or any securities issued by the Issuer (including the Capital Securities) without the consent of the Holders in the context of which any termination or acceleration rights or events of default may be disregarded. In addition, Holders will have no further claims in respect of any amount written off, converted or otherwise applied as a result thereof. There can be no assurance that the taking of any such actions would not

adversely affect the rights of Holders, the price or value of their investment in the Capital Securities and/or the ability of the Issuer to satisfy its obligations under the Capital Securities.

Holders may have only very limited rights to challenge and/or seek a suspension of any decision of the relevant resolution authority to exercise its (pre-)resolution powers or to have that decision reviewed by a judicial or administrative process or otherwise. Application of any of the measures, as described above, shall not constitute an event of default under the Capital Securities and Holders will have no further claims in respect of the amount so written down or subject to conversion or otherwise as a result of the application of such measures. Accordingly, if the bail-in tool or WDCCI is applied, this may result in claims of Holders being written down or converted into equity. In addition, even in circumstances where a claim for compensation is established under the 'no creditor worse off' safeguard in accordance with a valuation performed after the resolution action has been taken, it is unlikely that such compensation would be equivalent to the full losses incurred by the Holders in the resolution of the Issuer and there can be no assurance that Holders would recover such compensation promptly.

The Dutch Intervention Act, the BRRD and the SRM Regulation could negatively affect the position of Holders and the credit rating attached to the Capital Securities, in particular if and when any of the above proceedings would be commenced against the Issuer, since the application of any such legislation may affect the rights and effective remedies of the Holders as well as the market value of the Capital Securities.

Statutory Loss Absorption and Recapitalisation

With a view to the developments described above, the Conditions stipulate that the Capital Securities may become subject to the determination by the relevant Resolution Authority or the Issuer (following instructions from the relevant Resolution Authority) that (a) all or part of the nominal amount of the Capital Securities must be written down, reduced, cancelled or otherwise be applied to absorb losses, subject to write-up by the Resolution Authority (such loss absorption, **Statutory Loss Absorption**) or (b) all or part of the nominal amount of the Capital Securities, including accrued but unpaid interest in respect thereof, must be converted into CET1 instruments (such conversion, **Recapitalisation**), all as prescribed by the Applicable Resolution Framework. See Condition 9 (*Statutory Loss Absorption or Recapitalisation*).

Upon any such determination, (i) the relevant proportion of the outstanding nominal amount of the Capital Securities subject to Statutory Loss Absorption or Recapitalisation shall be written down, reduced or cancelled or otherwise be applied to absorb losses or converted into claims which may give right to CET1 instruments, as prescribed by the Applicable Resolution Framework, (ii) investors will have no further rights or claims in respect of the amount so written off or subject to conversion or otherwise as a result of such Statutory Loss Absorption or Recapitalisation and (iii) such Statutory Loss Absorption or Recapitalisation shall not constitute a default nor entitle investors to take any action to cause the bankruptcy, liquidation, dissolution or winding up of the Issuer.

Subject to any write-up by the Resolution Authority, any written off amount as a result of Statutory Loss Absorption or Recapitalisation shall be irrevocably lost and investors will cease to have any claims for any principal amount or future interest which has been subject to Statutory Loss Absorption. Furthermore, any right to receive accrued but unpaid interest in respect of any principal amount subject to Statutory Loss Absorption or Recapitalisation, to the extent not already cancelled pursuant to Condition 4 (*Interest and interest cancellation*), may also be subject to Statutory Loss Absorption or Recapitalisation, with due observance of article 212rf of the Dutch Bankruptcy Act.

In addition, the Conditions stipulate that, subject to the determination by the relevant Resolution Authority and without the consent of the Holders, the Capital Securities may be subject to other resolution measures as envisaged under the Applicable Resolution Framework; such as replacement or substitution of the Issuer, transfer of the Capital Securities, expropriation of Holders, modification of the terms of the

Capital Securities, suspension of any payment or delivery obligations of the Issuer under or in connection with the Capital Securities and/or suspension or termination of the listings of the Capital Securities; that such determination, the implementation thereof and the rights of Holders shall be as prescribed by the Applicable Resolution Framework, which may, *inter alia*, include the concept that, upon such determination no Holder shall be entitled to claim any indemnification arising from any such event. Any such event shall not constitute an event of default or entitle the Holders to take any action to cause the bankruptcy, liquidation, dissolution or winding up of the Issuer.

The determination that all or part of the nominal amount of the Capital Securities will be subject to Statutory Loss Absorption or Recapitalisation may be inherently unpredictable and may depend on a number of factors which may be outside of the Issuer's control. The Resolution Authority may require or may cause a write down (or apply any other measure under the Applicable Resolution Framework), in circumstances that are beyond the control of the Issuer and with which the Issuer may not agree. It is possible that the Resolution Authority will use its powers under the Applicable Resolution Framework to force a write down or conversion, which could result in the Capital Securities absorbing losses.

Accordingly, trading behaviour in respect of Capital Securities which are subject to Statutory Loss Absorption or Recapitalisation is not necessarily expected to follow trading behaviour associated with other types of securities. Any indication or perceived indication that Capital Securities will become subject to Statutory Loss Absorption or Recapitalisation could have an adverse effect on the market price of the relevant Capital Securities. Potential investors should consider the risk that they may lose all or parts of their investment in such Capital Securities, including the principal amount plus any accrued but unpaid interest, in the event that Statutory Loss Absorption or Recapitalisation occurs.

No scheduled redemption.

The Capital Securities are undated securities in respect of which there is no fixed redemption or maturity date. The Issuer is under no obligation to redeem the Capital Securities at any time (see Condition 6 (*Redemption and Purchase*)); although the Conditions include several options for the Issuer to redeem the Capital Securities, there is no contractual incentive for the Issuer to exercise any of these call options and the Issuer has full discretion under the Conditions not to do so for any reason. There will be no redemption at the option of Holders.

This means that Holders have no ability to cash in their investment, except:

(a) if the Issuer exercises its rights to redeem or purchase the Capital Securities;

(b) by selling their Capital Securities; or

(c) by claiming for any principal amounts due and not paid in any bankruptcy or dissolution (*ontbinding*) of the Issuer.

Accordingly, there is uncertainty as to when (if ever) an investor in the Capital Securities will receive repayment of the Prevailing Principal Amount of the Capital Securities or a portion thereof.

There is variation or substitution risk in respect of the Capital Securities.

The Issuer may if a Tax Event or a Capital Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*), subject to compliance with any conditions prescribed under Applicable Banking Regulations, including the prior permission of the Competent Authority if required at the relevant time, but without any requirement for the consent or approval of the Holders, substitute the Capital Securities or vary the terms of the Capital Securities provided that they remain or, as appropriate, become compliant with Applicable Banking Regulations with respect to Additional Tier 1 Capital and that such substitution or variation shall not

result in terms that are materially less favourable to the Holders other than in respect of the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*) (as reasonably determined by the Issuer). Following such variation or substitution the resulting securities must have, *inter alia*, at least the same ranking, interest rate, interest payment dates, redemption rights, existing rights to accrued interest which has not been paid and assigned at least the same (solicited) ratings as the Capital Securities. Nonetheless, no assurance can be given as to whether any of these changes will negatively affect any particular Holder. In addition, the tax and stamp duty consequences of holding such varied or substituted Capital Securities could be different for some categories of investors from the tax and stamp duty consequences of their holding the Capital Securities prior to such variation or substitution. See Condition 7 (*Substitution and Variation*) of the Conditions.

The Competent Authority has discretion as to whether or not it will approve any substitution or variation of the Capital Securities, if such permission is prescribed under the then Applicable Banking Regulations. Any such substitution or variation which is considered by the Competent Authority to be material shall be treated by it as the issuance of a new instrument. Therefore, the Capital Securities, as so substituted or varied, must be eligible as Additional Tier 1 Capital in accordance with the then prevailing Applicable Banking Regulations, which may include a requirement that (save in certain prescribed circumstances) the Capital Securities may not be redeemed or repurchased prior to five years after the effective date of such substitution or variation.

The Issuer's business may be disrupted by benchmark reform.

EURIBOR and other interest rate or other types of rates and indices which are deemed to be benchmarks may from time to time be the subject of ongoing regulatory reform, including those introduced by the EU Benchmarks Regulation. Following the implementation of any such potential reforms, the manner of administration of benchmarks may change, with the result that they may perform differently than in the past, or benchmarks could be eliminated entirely, or there could be other consequences, including those which cannot be predicted. The EU Benchmark Regulation applies to the provision of benchmarks, the contribution of input data to benchmarks and the use of benchmarks within the EU. The EU Benchmark Regulation could have a material impact on any notes linked to EURIBOR (such as the Capital Securities) or other benchmarks, in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the terms of the EU Benchmark Regulation, and such changes could (amongst other things) have the effect of reducing or increasing the rate or level, or affecting the volatility of the published rate or level, of the benchmark. In addition, the EU Benchmark Regulation stipulates that each administrator of a "benchmark" regulated thereunder must be licensed by the competent authority of the EU member state where such administrator is located. There is a risk that administrators of certain "benchmarks" will fail to obtain a necessary licence, preventing them from continuing to provide such "benchmarks" and administrators may cease to administer certain "benchmarks" because of the additional costs of compliance with the EU Benchmark Regulation and other applicable regulations and reforms, and the risks associated therewith.

Furthermore, a private sector working group on euro risk-free rates was established to identify and recommend risk-free rates that could serve as a basis for an alternative to current benchmarks used in a variety of financial instruments and contracts in the euro area, such as the euro overnight index average (EONIA) and EURIBOR. The group recommended on 13 September 2018 that the euro short-term rate (**€STR**) be used as the risk-free rate for the euro area and is now focused on supporting the market with transitioning. The ECB published the €STR for the first time on 2 October 2019, reflecting trading activity on 1 October 2019. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including capital instruments). The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts may increase the risk to the euro area financial system. Although EURIBOR has been reformed in order to comply with the terms of the EU Benchmark Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with €STR or an alternative benchmark.

The potential elimination of, or the potential changes in the manner of administration of, or changes in the methodology pursuant to which, EURIBOR or any other benchmark are determined or any other reforms to or other proposals affecting EURIBOR or any other relevant benchmarks may adversely affect the trading market for EURIBOR or other benchmark based securities (including the Capital Securities) and could require an adjustment to the Conditions to reference an alternative benchmark, or result in other consequences, including those which cannot be predicted, in respect of the Capital Securities. In addition, any future changes in the method pursuant to which EURIBOR and/or other relevant benchmarks are determined or the transition to a successor benchmark may result in, among other things, a sudden or prolonged increase or decrease in the reported benchmark rates, a delay in the publication of any such benchmark rates, trigger changes in the rules or methodologies in certain benchmarks discouraging market participants from continuing to administer or participate in certain benchmarks, and, in certain situations, could result in a benchmark rate no longer being determined and published. Accordingly, in respect of a security referencing EURIBOR (such as the Capital Securities) or any other relevant benchmark, such proposals for reform and changes in applicable regulation could have a material adverse effect on the value of and return on such a securities (including potential rates of interest thereon).

The amount of interest receivable under the Capital Securities may be affected by the occurrence of a Reference Rate Event

Holders should be aware that, if EURIBOR or any other relevant benchmark were discontinued or otherwise unavailable, the Reset Rate of Interest on the Capital Securities which references any such benchmark will be determined for the relevant period by the fall-back provisions applicable to the Capital Securities in accordance with Condition 4.1(f) (*Reference Rate Replacement*). Depending on the manner in which the relevant benchmark rate is to be determined under the Conditions, this may (i) be reliant upon the provision by reference banks of offered quotations for such rate which, depending on market circumstances, may not be available at the relevant time, (ii) be reliant on the Independent Adviser or the Issuer being able to determine a Successor Reference Rate or an Alternative Reference Rate (each as defined in the Conditions) or (iii) result in the effective application of a fixed rate based on the rate which applied in the previous period when the relevant benchmark was available. The effective application of a fixed rate to what was previously a fixed rate reset could have a material adverse effect on the value of and return on the Capital Securities.

The appointment of an Independent Adviser by the Issuer to determine the Successor Reference Rate or Alternative Reference Rate may lead to a conflict of interests between the Issuer and the Holders, as such Independent Adviser will be appointed and paid by the Issuer and may influence the amount of interest receivable under the Capital Securities.

Furthermore, it is possible that the Issuer may itself determine a fall-back interest rate. If there is no replacement reference rate customarily used by the relevant market, the Issuer may determine in its discretion the most comparable to the reference rate (see definition of Alternative Reference Rate in the Conditions). In such case, the Issuer will make such determinations and adjustments as it deems appropriate, in accordance with the Conditions. In making such determinations and adjustments, the Issuer may be entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion.

Pursuant to the Conditions, if a Reference Rate Event has occurred when any Rate of Interest (or component thereof) remains to be determined by reference to the Reset Rate of Interest, then the Issuer shall use reasonable endeavours to appoint an Independent Adviser to determine (a) a Successor Reference Rate or (b) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate, and, in each case, an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner). The use of any such Successor Reference Rate or Alternative Reference Rate may result in the Capital Securities performing differently (including paying a lower Interest Rate) than they would do if the Reset Rate of Interest were to continue to apply in its current form.

No consent of the Holders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate or Adjustment Spread (as applicable), including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the Agency Agreement.

If a Successor Reference Rate or Alternative Reference Rate is determined by the relevant Independent Adviser or the Issuer (as applicable), the Conditions also provide that an Adjustment Spread will be applied to such Successor Reference Rate or Alternative Reference Rate. The Adjustment Spread is the spread (which may be positive or negative) or formula or methodology for calculating a spread, which the relevant Independent Adviser or the Issuer (as applicable) determines is required to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders as a result of the replacement of the Reset Rate of Interest with such Successor Reference Rate or Alternative Reference Rate (as applicable). While any Adjustment Spread may be expected to be designed to eliminate or minimise any potential transfer of value between counterparties,

the application of the Adjustment Spread to the Capital Securities may not do so and may result in the Capital Securities performing differently (which may include payment of a lower interest rate) than they would do if the Original Reference Rate were to continue to apply in its current form.

Due to the uncertainty concerning the availability of successor reference rates and alternative reference rates, the involvement of an Independent Adviser and the possibility that a licence or registration may be required under applicable legislation for establishing and publishing fallback interest rates, the relevant fallback provisions may not operate as intended at the relevant time. In addition, uncertainty as to the continuation of EURIBOR, the availability of quotes from reference banks to allow for the continuation of EURIBOR, and the rate that would be applicable if EURIBOR is discontinued may also adversely affect the trading market and the value of the Capital Securities and the determination of any successor or alternative rate could lead to economic prejudice or benefit (as applicable) to investors. At this time, it is not possible to predict what the effect of these developments will be or what the impact on the value of the Capital Securities will be. More generally, any of the above changes or any other consequential changes to EURIBOR as a result of international, national, or other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes, could have a material adverse effect on the liquidity and value of, and return on, the Capital Securities.

Risk the Issuer is unable to appoint an Independent Adviser

Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Issuer or the Independent Adviser appointed by it fails to determine a Successor Reference Rate or an Alternative Reference Rate or Adjustment Spread in accordance with the Conditions prior to the Reset Rate of Interest Determination Date relating to the next succeeding Reset), the Reset Rate of Interest applicable to such Reset Period shall be equal to the 5-year Mid-Swap Rate that appeared on the most recent Screen Page that was available. Any such consequence could have a material adverse effect on the value of and return on the Capital Securities.

Risk that the Independent Adviser or the Issuer may qualify as a benchmark administrator

Under the EU Benchmark Regulation, it is possible that (i) the Successor Reference Rate or the Alternative Reference Rate and/or the Adjustment Spread may itself qualify (or be regarded by a supervisor as qualifying) as a benchmark and/or (ii) the Independent Adviser or the Issuer (as applicable) in determining the Successor Reference Rate or the Alternative Reference Rate and/or the Adjustment Spread may itself qualify (or be regarded by a supervisor as qualifying), as a benchmark administrator. In that case the above applies *mutatis mutandis*, which means among other things that (i) the Successor Reference Rate or the Alternative Reference Rate and/or the Adjustment Spread needs to meet the requirements of the EU Benchmarks Regulation and/or (ii) the Independent Adviser or the Issuer (as applicable) may need to be authorised or registered as a benchmark administrator at such time, which may cause delays in applying, or impossibility to apply, the Successor Reference Rate or the Alternative Reference Rate and/or the Adjustment Spread.

The Conditions do not provide for events of default allowing acceleration of the Capital Securities.

The Conditions do not provide for events of default allowing acceleration of the Capital Securities if certain events occur, for example if the Issuer fails to pay any amount of interest or principal when due. Also, the Capital Securities cannot cross default based on non-payment on other securities, except where such non-payment on other securities itself results in the winding-up of the Issuer. Accordingly, if the Issuer fails to meet any obligation under the Capital Securities, including the payment of interest or the Prevailing Principal Amount of the Capital Securities following the exercise of a right to redeem the Capital Securities as referred in Condition 6 (*Redemption and Purchase*), such failure will not give the Holder any right to accelerate the Capital Securities. Accrued but unpaid interest will be deemed cancelled (see the risk factor "*In certain circumstances, the Issuer may decide not to pay interest on the*

Capital Securities or may be required not to pay such interest"). The sole remedy available to the Holder for recovery of amounts owing in respect of due but unpaid Prevailing Principal Amount will be to demand payment of its claim in the winding-up or liquidation of the Issuer. Liquidation or winding-up of the Issuer may take place if any of the events specified in the risk factor "*The Capital Securities constitute deeply subordinated obligations*" above were to occur. See Condition 12 (*Limited Remedies in case of Non-Payment*). Holders have limited power to invoke the liquidation of the Issuer, cannot petition for the Issuer's bankruptcy and will be responsible for taking all steps necessary for submitting claims in any bankruptcy proceedings or voluntary liquidation in relation to any claims they may have against the Issuer.

Any right of set-off of any Holder at any time in respect of any amount owed to it by the Issuer arising under or in connection with the Capital Securities shall be excluded.

A reset of the interest rate could affect the market value of an investment in the Capital Securities.

The Rate of Interest of the Capital Securities will be reset as from the First Reset Date and as from each date which falls five, or an integral multiple of five, years after the First Reset Date. Such Rate of Interest will be determined two Business Days prior to the relevant reset date and as such is not pre-defined at the date of issue of the Capital Securities; it may be lower than the Initial Rate of Interest and may adversely affect the yield or market value of the Capital Securities.

The Capital Securities are subject to modification, waivers and substitution.

The Conditions contain provisions for convening meetings of Holders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

The Conditions also provide that, subject to obtaining permission from the Competent Authority if so required, the Issuer and the Agent may, without the consent of Holders, agree to (i) any modification (not being a modification requiring the approval of a meeting of Holders) of the Agency Agreement which is not, in the sole opinion of the Issuer (acting reasonably), materially prejudicial to the interests of Holders, or (ii) any modification of the Capital Securities or the Agency Agreement which is, in the sole opinion of the Issuer (acting reasonably), of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law or as a result of the operation of a benchmark replacement in accordance with Condition 4.2(d) (*Interest non-cumulative; no event of default*).

It is possible that any modified or substitution Capital Securities will contain conditions that are contrary to the investment criteria of certain investors. Any resulting sale of the Capital Securities, or of the modified or substitution securities, may be adversely affected by market perception of and price movements in the terms of the modified or substitution securities.

The Capital Securities are subject to optional early redemption, subject to certain conditions.

The Issuer may, at its option, redeem all, but not some only, of the Capital Securities on any calendar day during the period commencing on (and including) the First Call Date to (and including) the First Reset Date and on each Interest Payment Date thereafter (the **Issuer Call Option**), or at any time upon the occurrence of a Tax Event or a Capital Event, or at any time if 75 per cent. (seventy-five per cent.) or more of the Capital Securities originally issued has been repurchased and cancelled by the Issuer at the time of such election (the **Clean-Up Redemption**), in each case at their Prevailing Principal Amount plus accrued and unpaid interest (if any). Any such redemption shall be subject to Condition 6.7 (*Conditions for Redemption and Repurchase*) which provides, among other things, that (i) the Competent Authority must give its prior written permission and (ii) the Issuer must demonstrate to the satisfaction of the Competent Authority that the Issuer complies with Article 78 CRR (or any equivalent or substitute

provision under Applicable Banking Regulations), which may include (a) the replacement of the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer or (b) that the own funds and eligible liabilities of the Issuer would, following such redemption or repurchase, exceed its minimum own funds and eligible liabilities requirements (including any applicable buffer requirements) by a margin that the Competent Authority considers necessary at such time. Also, the Issuer shall have the right to redeem the Capital Securities following a Principal Write-down before the Prevailing Principal Amount has been restored to the Original Principal Amount. Accordingly, Holders risk only receiving the amount of principal so reduced by the Principal Write-down. However, if a Principal Write-down has occurred, the Issuer shall not be entitled to redeem the Capital Securities by exercising the Issuer Call Option or Clean-Up Redemption until the reduced principal amount of the Capital Securities is increased up to their Original Principal Amount pursuant to conditions for Principal Write-up.

An optional redemption feature is likely to limit the market value of the Capital Securities. During any period when the Issuer may elect, or in case of an actual or perceived increased likelihood that the Issuer may elect to redeem the Capital Securities, the market value of the Capital Securities generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. In addition, investors will not receive a make-whole amount or any other compensation in the event of any early redemption of Capital Securities.

It is not possible to predict whether any of the circumstances mentioned above will occur and so lead to the circumstances in which the Issuer is able to elect to redeem the Capital Securities, and if so, whether or not the Issuer will elect to exercise such option to redeem the Capital Securities.

If the Issuer redeems the Capital Securities in any of the circumstances mentioned above, there is a risk that the Capital Securities may be redeemed at times when the redemption proceeds are less than the current market value or the Original Principal Amount of the Capital Securities or when prevailing interest rates may be relatively low, in which latter case investors may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

Definitive Capital Securities where denominations involve integral multiples may be subject to minimum denomination considerations.

As the Capital Securities have a denomination consisting of the minimum denomination of €200,000 plus integral multiples of €100,000 in excess thereof up to (and including) €300,000, it is possible that such Capital Securities may be traded in amounts that are not integral multiples of such minimum denomination of €200,000. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum denomination of €200,000 in its account with the relevant clearing system at the relevant time may not receive a Definitive Capital Security in respect of such holding (in the limited circumstances in which Definitive Capital Securities could be printed) and would need to purchase a principal amount of Capital Securities such that its holding amounts to €200,000.

If Definitive Capital Securities would ever be issued, holders should be aware that Definitive Capital Securities which have a denomination that is not an integral multiple of minimum denomination of €200,000 may be illiquid and difficult to trade.

Risks related to holding the Capital Securities.

Change of law and jurisdiction may impact the Capital Securities.

Change of law

No assurance can be given as to the impact of any possible judicial decision or change to Dutch, European or any applicable laws, regulations or administrative practices after the date of this Prospectus. Such changes in law (including tax laws) may include, but are not limited to, the introduction of, or amendments to, a variety of statutory resolution and loss absorption tools and regulatory and resolution capital requirements which may affect the rights of Holders or the risks attached to an investment in the Capital Securities.

Jurisdiction

Prospective investors should note that the courts of the Netherlands shall have jurisdiction in respect of any disputes involving the Capital Securities. Holders may take any suit, action or proceedings arising out of or in connection with the Capital Securities against the Issuer in any court of competent jurisdiction. Dutch law may be materially different from the equivalent law in the home state jurisdiction of prospective investors in its application to the Capital Securities.

Because the Global Capital Security is held on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on the procedures for transfer, payment and communication with the Issuer of Euroclear and Clearstream, Luxembourg and any nominee service providers used by such investors to hold their investment in the Capital Securities.

The Capital Securities will be represented by the Temporary Global Security which is exchangeable for the Permanent Global Security. The Global Capital Securities will be held by a common safekeeper for Euroclear and Clearstream, Luxembourg. Holders will not be entitled to receive Definitive Capital Securities, except in certain limited circumstances, as more fully described in the section headed "*Form of the Capital Securities*" below. For as long as the Capital Securities are represented by a Global Capital Security held by a common safekeeper for Euroclear and/or Clearstream, Luxembourg, payments of principal, interest (if any) and any other amounts on the Global Capital Securities will be made through Euroclear and/or Clearstream, Luxembourg (as the case may be) against presentation or surrender (as the case may be) of the relevant Global Capital Security. The bearer of the relevant Global Capital Security, being the common safekeeper for Euroclear and/or Clearstream, Luxembourg, shall be treated by the Issuer and any Paying Agent and the Agent as the sole holder of the Capital Securities represented by such Global Capital Security with respect to the payment of principal, interest (if any) and any other amounts payable in respect of the Capital Securities. No person other than the holder of such Global Capital Security shall have any claim against the Issuer in respect of any payments due on that Global Capital Security. The term Holder in these risk factors and the Conditions should be construed accordingly.

Consequently, where a nominee service provider is used by an investor to hold the relevant Capital Securities or such investor holds interests in any Capital Securities through accounts with Euroclear or Clearstream, Luxembourg, such investor must look solely to Euroclear or Clearstream, Luxembourg and the relevant nominee service provider for its share of each payment made by the Issuer in respect of principal, interest, (if any) or any other amounts due, as applicable, solely on the basis of the arrangements entered into by the investor with the relevant nominee service provider and Euroclear or Clearstream, Luxembourg, as the case may be. Such investor must rely on the relevant nominee service provider or Euroclear or Clearstream, Luxembourg, as the case may be, to distribute all payments attributable to the relevant Capital Securities which are received from the Issuer. Accordingly, such an

investor will be exposed to the credit risk of, and default risk in respect of, the relevant nominee service provider or clearing system, as well as the Issuer.

For the purposes of (a) distributing any notices to Holders, (b) recognizing Holders for the purposes of attending and/or voting at any meetings of holders and (c) a notice, following any of the events listed in Condition 12 (*Limited Remedies in case of Non-Payment*), by any Holder in which it is declared that the Capital Security held by a Holder is forthwith due and payable (as described in Condition 12 (*Limited Remedies in case of Non-Payment*)), the Issuer will recognise as Holders only those persons who are at any time shown as accountholders in the records of Euroclear and/or Clearstream, Luxembourg as persons holding a principal amount of Capital Securities. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Capital Securities. Accordingly, unless it is an accountholder itself, an investor cannot act directly against the Issuer and must rely upon the nominee service provider which is the accountholder with Euroclear and/or Clearstream, Luxembourg through which the investor made arrangements to invest in the Capital Securities, to forward notices received by it from Euroclear and/or Clearstream, Luxembourg, to return the investor's voting instructions or voting certificate application to Euroclear and/or Clearstream, Luxembourg or to forward the notice referred to under (c) above to the Issuer at the specified office of the Agent. Accordingly, such an investor will be exposed to the risk that the relevant nominee service provider or Euroclear and/or Clearstream, Luxembourg may fail to pass on the relevant notice to, or fail to take relevant instructions from, the investor. In addition, such a holder will only be able to trade any Capital Security held by it with the assistance of Euroclear and/or Clearstream, Luxembourg and/or the relevant nominee service provider, as the case may be.

Furthermore, should a Capital Security be accelerated in the limited circumstances described in Condition 12 (*Limited Remedies in case of Non-Payment*) (see the risk factor "*The Conditions do not provide for events of default allowing acceleration of the Capital Securities*" above) where any Capital Security is still represented by a Global Capital Security, only investors which are accountholders holding their Capital Securities so represented and credited to their account with Euroclear or Clearstream, Luxembourg, will become entitled to proceed directly against the Issuer ("direct rights"). Any other investors in the Capital Securities will have to rely upon the nominee service provider which is the accountholder with Euroclear and/or Clearstream, Luxembourg through which such investor made arrangements to invest in the Capital Securities or should require such nominee service provide to transfer such direct rights to the investor.

None of the Issuer, any Joint Lead Manager or the Agent shall be responsible for the acts or omissions of any relevant nominee service provider or Euroclear or Clearstream, Luxembourg, nor makes any representation or warranty, express or implied, as to the services provided by any relevant nominee service provider or Euroclear or Clearstream, Luxembourg.

An investor's actual yield on the Capital Securities may be reduced from the stated yield by transaction costs.

When Capital Securities are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Capital Securities. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, investors must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of the Capital Securities (direct costs), investors must also take into account any follow-up costs (such as custody fees). Potential investors should inform

themselves about any additional costs incurred in connection with the purchase, custody or sale of the Capital Securities before investing in the Capital Securities.

Tax consequences of holding the Capital Securities may be complex.

Potential purchasers and sellers of the Capital Securities should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the country where the Capital Securities are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available in relation to the tax treatment of financial instruments such as the Capital Securities. Potential investors are advised not to rely solely upon the tax summary contained in this Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Capital Securities. Only such adviser is in a position to duly consider the specific situation of the potential investor. This risk factor should be read in connection with the taxation sections of this Prospectus. See "*Taxation*" below.

Holders may be subject to withholding tax under FATCA.

Under sections 1471-1474 of the United States Internal Revenue Code of 1986 enacted by the United States as part of the HIRE Act in March 2010 (commonly referred to as Foreign Account Tax Compliance Act, (**FATCA**), payments may be subject to withholding if the payment is either US source, or a foreign pass thru payment. The Netherlands has concluded an agreement with the United States of America to Improve International Tax Compliance and to Implement FATCA, a so-called IGA. Under this agreement, parties are committed to work together, along with other jurisdictions that have concluded an IGA, to develop a practical and effective alternative approach to achieve the FATCA objectives of foreign pass thru payments and gross proceeds withholding that minimizes burden. The Issuer is established and resident in the Netherlands and therefore benefits from this IGA.

If an amount in respect of FATCA withholding tax were to be deducted or withheld from any payments on the Capital Securities, neither the Issuer nor any paying agent would be required to pay any additional amounts as a result of the deduction or withholding of such tax. As a result, investors who are non-US financial institutions (**FFI)** that have not entered into an FFI agreement (or otherwise established an exemption from withholding under FATCA), Holders that hold Capital Securities through such FFIs or investors that are not FFIs but have failed to provide required information or waivers to an FFI may be subject to withholding tax for which no additional amount will be paid by the Issuer. Holders should consult their own tax advisers on how these rules may apply to payments they receive under the Capital Securities.

Deductibility of payments on the Capital Securities.

Subject to the analysis below, the Issuer expects the Capital Securities should be treated as debt for Dutch tax purposes. Consequently, coupon payments should be considered interest payments for Dutch corporate tax purposes and as such be eligible for deduction from the corporate income tax base of the Issuer. Whether such payments will lead to effective deductions will depend on a number of factors as well as general limitations restricting interest deductibility, which may or may not apply irrespective of the tax treatment of the Capital Securities as such.

If the relevant debt instrument effectively functions as equity for Dutch tax purposes coupon payments should not be considered interest payments for Dutch corporate tax purposes and as such not be eligible for deduction.

Pursuant to prevailing case law, debt instruments only effectively function as equity for Dutch tax purposes in the situation where all of the following three criteria (the **Hybrid Debt Criteria**) have been met:

(i) the instrument has no fixed maturity or a maturity in excess of 50 years and early repayment cannot be claimed outside liquidation or bankruptcy;

(ii) the debt is subordinated to all other non-preferred creditors of the borrower; and

(iii) the remuneration on the debt depends on the profits of the borrower.

Whether or not the interest is paid under the Capital Securities depends on, among others, the sole discretion of the Issuer as it may elect to cancel the interest payable under the Capital Securities. Therefore, in line with prevailing case law, the interest payments under the Capital Securities should not depend on the Issuer's profits.

In this respect, in May 2020, the Dutch Supreme Court (*Hoge Raad*) confirmed that perpetual securities to the extent that they resemble the Capital Securities in respect of the relevant material characteristics qualify as debt under civil law. The Dutch Secretary for Finance seems to share this view. As a result of this judgment of the Dutch Supreme Court, the Dutch Secretary of Finance considers that, additional Tier 1-capital qualifies as a debt for tax purposes.

On the basis of the above, there are arguments that the remuneration on the Capital Securities does not qualify as being dependent on the profits of the Issuer and therefore the third requirement of the Hybrid Debt Criteria is not met. Therefore, the Capital Securities would not meet all Hybrid Debt Criteria and consequently the Capital Securities should not effectively function as equity for Dutch tax purposes.

Subject to Condition 6.7 (*Conditions for Redemption and Repurchase*) if, in accordance with Condition 6.3 (*Redemption for Taxation Reasons*) as a result of any change in, or amendment to the law or the application or interpretation thereof, payments of interest payable by the Issuer in respect of the Capital Securities would no longer be deductible in whole or in part – because e.g., the Capital Securities would meet the Hybrid Debt Criteria in full (a Tax Event) – then the Issuer may, at its option redeem the Capital Securities, in whole, but not in part, at their principal amount or exchange all (but not some only) of the Capital Securities for, or vary the terms of the Capital Securities so that they become or remain, Additional Tier 1 Securities.

Risks related to the market.

A secondary market may not develop for the Capital Securities.

If the Capital Securities are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer.

The Capital Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Capital Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have a severely adverse effect on the market value of Capital Securities.

Market liquidity in hybrid financial instruments similar to the Capital Securities has historically been limited. In the event a trigger event occurs in relation to an Additional Tier 1 instrument or interest payments are suspended, potential price contagion and volatility to the entire asset class is possible. Any indication or perceived indication that the Issuer CET1 Ratio and/or Group CET1 Ratio, is trending towards the Trigger Event, the minimum applicable CBR and/or the Maximum Distributable Amount trigger level may have an adverse effect on the market price of the Capital Securities. Similarly, any indication or perceived indication that the amount of Distributable Items available to pay interest on the

Capital Securities is decreasing may have an adverse effect on the market price of the Capital Securities. Moreover, the Issuer's discretion regarding the payment of interest significantly increases uncertainty in the valuation of Additional Tier 1 instruments, this uncertainty might have a negative impact on liquidity and volatility of the Capital Securities.

Moreover, although pursuant to Condition 6.6 (*Purchases*) the Issuer can purchase Capital Securities at any time, the Issuer is not obliged to do so and any such purchase is subject to permission by the Competent Authority and restricted in any case in the first five years after the Issue Date unless permitted by Applicable Banking Regulations. Purchases made by the Issuer could affect the liquidity of the secondary market of the Capital Securities and thus the price and the conditions under which investors can negotiate these Capital Securities on the secondary market. Furthermore, the Capital Securities may trade with accrued interest, which may be reflected in the trading price of the Capital Securities. However, if a payment of interest on any interest payment date is cancelled (in whole or in part) as described herein and thus is not due and payable, purchasers of such Capital Securities will not be entitled to such interest payment on the relevant interest payment date.

In addition, investors should be aware of the prevailing and widely reported global credit market conditions, whereby there is a general lack of liquidity in the secondary market which may result in investors suffering losses on the Capital Securities in secondary resales even if there is no decline in the performance of the Capital Securities or the assets of the Issuer. The Issuer cannot predict whether these circumstances will change and whether, if and when they do change, there will be a more liquid market for the Capital Securities and instruments similar to the Capital Securities at that time.

Although application has been made for the Capital Securities to be listed on Euronext Amsterdam, there is no assurance that such application will be accepted or that an active trading market will develop.

The Capital Securities are subject to exchange rate risks and exchange controls.

The Issuer will pay principal and interest on the Capital Securities in euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of the euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the euro would decrease (i) the Investor's Currency-equivalent yield on the Capital Securities, (ii) the Investor's Currency-equivalent value of the principal payable on the Capital Securities and (iii) the Investor's Currency-equivalent market value of the Capital Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The price of Capital Securities is affected by changes in interest rates.

Investment in the Capital Securities involves the risk that subsequent changes in market interest rates may adversely affect the value of the Capital Securities.

The credit ratings of the Capital Securities or the Issuer may not reflect all risks.

S&P and Fitch have assigned or are expected to assign an expected rating to the Capital Securities. In addition, S&P and Fitch have assigned credit ratings to the Issuer. These ratings may not reflect the potential impact of all risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the Capital Securities or the standing of the Issuer. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating

agency at any time. There is no assurance that a rating will remain for any given period of time or that a rating will not be lowered or withdrawn by the relevant rating agency if, in its judgment, circumstances in the future so warrant.

Such change may, among other factors, be due to a change in the methodology applied by a rating agency to rating securities with similar structures to the Capital Securities, as opposed to any revaluation of the Issuer's financial strength or other factors such as conditions affecting the financial services industry generally. Holders and prospective investors should be aware that such a change in the methodology of a rating agency could result in the Capital Securities being downgraded, potentially to non-investment grade or receiving a lower rating than that is currently or at the time of the offering of the Capital Securities expected from that rating agency. In addition, a downgrading of the Issuer's credit ratings, as a result of a change in rating methodology or otherwise, could adversely affect the Issuer's access to liquidity alternatives and its competitive position, and could increase the cost of funding or trigger additional collateral requirements all of which could have a material adverse effect on the Issuer's results of operations.

In the event that a rating assigned to the Capital Securities or the Issuer is subsequently lowered for any reason, the market value of the Capital Securities is likely to be adversely affected, but no person or entity is obliged to provide any additional support or credit enhancement with respect to the Capital Securities.

The Issuer and the Joint Lead Managers may engage in transactions adversely affecting the interests of the Holders.

The Joint Lead Managers and their affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions. In addition, in the ordinary course of their business activities, the Joint Lead Managers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Lead Managers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. Potential investors should be aware that the interests of the Issuer may conflict with the interests of the holders of the Capital Securities. Moreover, investors should be aware that the Issuer, acting in whatever capacity, will not have any obligations vis-à-vis investors and, in particular, it will not obliged to protect the interests of investors.

OVERVIEW

This overview must be read as an introduction to this Prospectus and any decision to invest in any Capital Securities should be based on a consideration of this Prospectus as a whole, including the documents incorporated by reference. The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Prospectus.

Words and expressions defined in "*Terms and Conditions of the Capital Securities*" and "*Form of the Capital Securities*" below, respectively, shall have the same meanings in this overview.

Issuer:	NIBC Bank N.V.
Joint Lead Managers:	ABN AMRO Bank N.V., Morgan Stanley Europe SE and UBS Europe SE
The Capital Securities:	€200,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Capital Securities
Principal Paying Agent and Agent Bank:	Citibank, N.A., London Branch
Currency:	Euro
Issue Price:	100 per cent. of the principal amount of the Capital Securities
Issue Date:	4 July 2024
Form:	The Capital Securities are in bearer new global note (**NGN**) form and will initially be represented by a Temporary Global Capital Security which will be deposited on the Issue Date with a common safekeeper for Euroclear and/or Clearstream, Luxembourg. The Temporary Global Capital Security will be exchangeable as described therein for a Permanent Global Capital Security not earlier than 40 days after the Issue Date, upon certification as to non-U.S. beneficial ownership. The Permanent Global Capital Security will be exchangeable for definitive Capital Securities only upon the occurrence of an Exchange Event and if permitted by applicable law, all as described in "*Form of the Capital Securities*" below. Any interest in a Global Capital Security will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg.
Maturity Date:	The Capital Securities are perpetual and have no fixed maturity date.

Denominations:	€200,000 and integral multiples of €100,000 in excess thereof up to (and including) €300,000.
Status:	The Capital Securities and Coupons (including any accrued interest or damages awarded for breach of any obligations under the Conditions, if any are payable) constitute unsecured, unguaranteed and subordinated obligations of the Issuer. Subject to exceptions provided by mandatory and/or overriding provisions of law (including as provided pursuant to Section 212rf Dutch Bankruptcy Code (*Faillissementswet*)), the rights and claims (if any) of the Holders to payment under the Capital Securities in respect of the Prevailing Principal Amount shall in the event of the liquidation or bankruptcy of the Issuer rank, (a) junior to the rights and claims of creditors in respect of Senior Obligations (including Tier 2 instruments), present and future; (b) *pari passu* without any preference among themselves and with all rights and claims of creditors in respect of Parity Obligations, present and future; and (c) senior only to the rights and claims of creditors in respect of Junior Obligations, present and future. By virtue of such subordination, payments to a Holder in respect of the Prevailing Principal Amount of the Capital Securities, in the event of the liquidation or bankruptcy of the Issuer, only be made after all Senior Obligations of the Issuer have been satisfied. Subject to exceptions provided by mandatory and/or overriding provisions of law (including as provided pursuant to Section 212rf of the Dutch Bankruptcy Act (*Faillissementswet*)), any claims in respect of accrued but unpaid interest or Coupons (to the extent not cancelled in accordance with the Conditions) shall in the event of the liquidation or bankruptcy of the Issuer rank above own funds (including the principal amount of the Capital Securities), *pari passu* without any preference among themselves and junior to all unsubordinated rights and claims (including with respect to the repayment of borrowed money). The Capital Securities and Coupons are not eligible

for any set-off or netting by any Holder or Couponholder and no Holder or Couponholder shall be able to exercise or claim any right of set-off or netting in respect of any amount owed to it by the Issuer arising under or in connection with the Capital Securities or Coupons. To the extent that any Holder or Couponholder nevertheless claims a right of set-off or netting in respect of any such amount, whether by operation of law or otherwise, and irrespective of whether the set-off or netting is effective under any applicable law, such Holder or Couponholder is required to immediately transfer to the Issuer an amount equal to the amount which purportedly has been set-off or netted (such a transfer, a **Set-off Repayment**) and no rights can be derived from the Capital Securities or Coupons until the Issuer has received in full the relevant Set-off Repayment. Irrespective of any other set-off or netting agreement providing otherwise, the (im)possibility of any set-off or netting by a Holder or Couponholder shall be exclusively governed by Dutch law.

Interest:

Subject as described under "Interest Cancellation" below, interest will accrue on the outstanding Prevailing Principal Amount of the Capital Securities on a non-cumulative basis:

(a) from (and including) the Issue Date to (but excluding) the First Reset Date, at a fixed rate of 8.25 per cent. per annum; and

(b) from (and including) the First Reset Date and thereafter, at a fixed rate per annum reset on each Reset Date based on the prevailing 5-year Mid-Swap Rate plus 5.599 per cent.,

payable semi-annually in arrear in equal instalments on 4 January and 4 July of each year.

Interest Cancellation:

The Issuer may, in its sole discretion (but subject at all times to the requirements for mandatory cancellation of interest payments), elect to cancel any interest payment (in whole or in part) which is otherwise due to be paid.

Further, the Issuer shall cancel (in whole or in part, as applicable) any interest payment otherwise due to be paid to the extent that:

(a) the payment of such interest when aggregated with any interest payments or distributions paid or scheduled for payment

on the Capital Securities and all other own funds instruments (excluding any Tier 2 instruments) plus any principal write-ups, where applicable, would cause the amount of Distributable Items (if any) then available to the Issuer to be exceeded; or

(b) the payment of such interest would cause, when aggregated together with other distributions of the kind referred to in Section 3:62b(2) Wft (implementing Article 141(2) CRD Directive), Section 3:62ba(2) Wft (implementing Article 141b(2) CRD Directive), Section 3a:11b Wft (implementing Article 16a BRRD) or Article 10a SRMR or in any Applicable Banking Regulations plus any principal write-ups, where applicable, the Maximum Distributable Amount (if any) then applicable to the Issuer or the Group (as the case may be) to be exceeded; or

(c) the Competent Authority orders the Issuer to cancel the payment of such interest.

Any interest (or part thereof) not paid by reason of cancellation above or pursuant to Condition 8.1(c) (*Cancellation of interest and Principal Write-down*) shall be cancelled and shall not:

(i) accumulate or be payable at any time thereafter and Holders shall have no further rights or claims in respect of any interest (or part thereof) not paid, whether in the case of bankruptcy, liquidation or the dissolution or winding up of the Issuer or otherwise;

(ii) constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever;

(iii) entitle the Holders to any compensation or to take any action to cause the bankruptcy, liquidation,

dissolution or winding up of the Issuer; or

(iv) in any way impose restrictions on the Issuer, including (but not limited to) restricting the Issuer from making any distribution or equivalent payment in connection with Junior Obligations or Parity Obligations.

Trigger Event and Principal Write-down:

A **Trigger Event** will occur if, at any time (i) the Issuer CET1 Ratio and/or (ii) the Group CET1 Ratio (as the case may be) is less than 5.125 per cent. as determined by the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority.

On a Trigger Event Write-down Date, the Issuer shall:

(a) irrevocably cancel all interest accrued on each Capital Security up to (and including) the Trigger Event Write-down Date (whether or not the same has become due at such time); and

(b) irrevocably reduce the then Prevailing Principal Amount of each Capital Security by the relevant Write-down Amount (such reduction being referred to as a **Principal Write-down**, and **Written Down** being construed accordingly) with effect from the Trigger Event Write-down Date, such Principal Write-down to be effected, save as may be otherwise required by Applicable Banking Regulations and/or the Competent Authority, subject to Condition 8.1(e) (*Consequences of a write-down or conversion*), *pro rata* and concurrently with the Principal Write-down of the other Capital Securities and the write-down or conversion into equity (as the case may be) of the then prevailing principal amount of any Parity Loss Absorbing Instruments.

Write-down Amount means, on any Trigger Event Write-down Date, the amount by which the then Prevailing Principal Amount of each outstanding Capital Security is to be Written Down and which is calculated per Calculation Amount of such Capital Security, being the minimum of:

(i) the amount per Calculation Amount (together with, subject to Condition 8.1(e) (*Consequences of a write-down or conversion*), the concurrent pro rata Principal Write-down of the other Capital Securities and the write-down or conversion into equity of the prevailing principal amount of any Parity Loss Absorbing Instruments and the prior or concurrent write down or conversion into equity of all of the outstanding principal amount of any Prior Loss Absorbing Instruments) that would be sufficient to immediately restore the Issuer CET1 Ratio and the Group CET1 Ratio (as the case may be) to not less than 5.125 per cent., provided that, with respect to each Prior Loss Absorbing Instrument and/or Parity Loss Absorbing Instrument (if any), such pro rata write down and/or conversion shall only be taken into account to the extent required to restore the Issuer CET1 Ratio and the Group CET1 Ratio (as the case may be) contemplated above to the lower of (x) such Prior Loss Absorbing Instrument's and/or Parity Loss Absorbing Instrument's trigger level and (y) the trigger level in respect of which the relevant Trigger Event under the Capital Securities has occurred, in

each case, in accordance with the terms of the relevant instruments and the Applicable Banking Regulations; or

(ii) the amount necessary to reduce the Prevailing Principal Amount of the Capital Security to one cent.

In calculating any amount in accordance with Condition 8.1(d)(i), the Common Equity Tier 1 Capital (if any) generated as a result of the cancellation of interest pursuant to Condition 8.1(c)(i) shall not be taken into account.

A Principal Write-down may occur on one or more occasions and accordingly the Capital Securities may be Written Down on one or more occasions (provided, however, that the principal amount of a Capital Security shall never be reduced to below one cent).

Any Principal Write-down of the Capital Securities shall not:

(a) constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever;

(b) constitute the occurrence of any event related to the insolvency of the Issuer or entitle the Holders to any compensation or to take any action to cause the bankruptcy (*faillissement*), liquidation (*liquidatie*), dissolution or winding up (*ontbinding en vereffening*) of the Issuer.

The Holders shall have no further rights or claims against the Issuer (whether in the case of bankruptcy (*faillissement*), liquidation (*liquidatie*) or the dissolution or winding up (*ontbinding en vereffening*) of the Issuer or otherwise) with respect to any interest cancelled and any principal Written Down (including, but not limited to, any right to receive accrued but unpaid and future interest or any right of repayment of principal, but without prejudice to their rights in respect of any reinstated principal following a Principal Write-up as described under "Principal Write-up" below).

Principal Write-up:

Subject to compliance with the Applicable Banking Regulations, if a positive Net Profit is recorded (a **Return to Financial Health**) at any time while the Prevailing Principal Amount is less than the Original Principal Amount, the Issuer may, at its full discretion but subject to the Maximum Distributable Amount (when aggregated together with relevant distributions of the Issuer of the kind referred to in Section 3:62b(a) Wft (implementing Article 141(2) CRD Directive), Section 3:62ba(2) Wft (implementing Article 141b(2) CRD Directive), Section 3a:11(b) Wft (implementing Article 16a BRRD) or Article 10a SRMR or in any Applicable Banking Regulations which require a maximum distributable amount to be calculated and taken into account for this purpose) not being exceeded thereby, increase the Prevailing Principal Amount of each Capital Security (a **Principal Write-up**) up to a maximum of its Original Principal Amount on a *pro rata* basis with the other Capital Securities and with any other Discretionary Temporary Write-down Instruments (based on the then prevailing principal amounts thereof), provided that the Maximum Write-up Amount is not exceeded.

The **Maximum Write-up Amount** means the Net Profit (i) multiplied by the aggregate issued original principal amount of all Written-Down Additional Tier 1 Instruments, and (ii) divided by the Tier 1 Capital of the Issuer as at the date when the Principal Write-up is operated, both (i) and (ii) as calculated on a solo or consolidated basis (as applicable).

Statutory Loss Absorption or Recapitalisation:

The Capital Securities may become subject to the determination by the Resolution Authority or the Issuer (following instructions from the Resolution Authority) that without the consent of the Holders (a) all or part of the nominal amount of the Capital Securities must be written down, reduced, cancelled or otherwise be applied to absorb losses, subject to write-up by the Resolution Authority (such loss absorption, **Statutory Loss Absorption**) or (b) all or part of the nominal amount of the Capital Securities must be converted into claims which may give rise to CET1 instruments (such conversion, **Recapitalisation**) all as prescribed by the Applicable Resolution Framework. Upon any such determination, (i) the relevant proportion of the outstanding nominal amount of the Capital Securities subject to Statutory Loss Absorption or Recapitalisation shall be written down, reduced, cancelled or otherwise be applied to absorb losses or converted into claims which may give right to CET1

	instruments, as prescribed by the Applicable Resolution Framework (ii) Holders have no further rights or claims, whether in the case of bankruptcy, liquidation or the dissolution or winding up of the Issuer or otherwise in respect of any amount written down, reduced, cancelled or otherwise be applied to absorb losses or converted into claims which may give right to CET1 instruments or otherwise as a result of such Statutory Loss Absorption or Recapitalisation, (iii) any right to receive accrued but unpaid interest in respect of any amount written down, reduced, cancelled, converted into claims which may give right to CET1 instruments or otherwise as a result of such Statutory Loss Absorption or Recapitalisation, to the extent not cancelled pursuant to Condition 3.2 (*Subordination*), may also be subject to Statutory Loss Absorption or Recapitalisation with due observance of Section 212rf of the Dutch Bankruptcy Act (*Faillissementswet*), (iv) such Statutory Loss Absorption or Recapitalisation shall not constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever and (v) such Statutory Loss Absorption or Recapitalisation shall not constitute the occurrence of any event related to the insolvency of the Issuer or entitle the Holders to any compensation or to take any action to cause the bankruptcy, liquidation, dissolution or winding up of the Issuer.
Issuer Call Option on and after the First Call Date:	Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), the Issuer may, at its option, redeem all (but not some only) of the Capital Securities on (i) any calendar day during the period commencing on (and including) 4 January 2030 (the **First Call Date**) to (and including) 4 July 2030 (the **First Reset Date**) and (ii) on each Interest Payment Date after the First Reset Date at their Prevailing Principal Amount, together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with the Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).
Tax Call Option:	Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), if, on the occasion of the next payment due under the Capital Securities, a Tax Event has occurred, then the Issuer may, at its option, redeem the Capital Securities in whole (but not in part), at any time at their Prevailing Principal Amount together with accrued and unpaid interest (excluding interest which has been cancelled or

deemed cancelled in accordance with the Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).

The Competent Authority may only permit the Issuer to redeem the Capital Securities before the date falling on the fifth anniversary of the Issue Date on the occurrence of a Tax Event if, without prejudice to Condition 6.7 (*Conditions for Redemption and Purchase*), the Tax Event constitutes a change in the applicable tax treatment of the Capital Securities and the Issuer demonstrates to the satisfaction of the Competent Authority that such change is material and was not reasonably foreseeable at the time of their issuance.

Tax Event means that as a result of, or in connection with, any change in, or amendment to, or proposed amendment to, the laws or regulations of, or applicable in, the Netherlands or any political subdivision thereof or any authority or agency thereof or therein having power to tax, or any change in the application or official interpretation or the pronouncement by any relevant tax authority that differs from the previously generally accepted position in relation to the Capital Securities, which change or amendment becomes effective on or after the Issue Date (a) to the extent (prior to the relevant (proposed) amendment, change or pronouncement) the Issuer is entitled to claim full or substantially full relief for the purposes of Dutch corporation income tax for any interest payable under the Capital Securities, it will not obtain full or substantially full relief for the purposes of Dutch corporate income tax for any interest payable under the Capital Securities or (b) on the occasion of the next payment due under the Capital Securities, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*).

Regulatory Call Option:

Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), upon the occurrence of a Capital Event, the Issuer may at its option redeem the Capital Securities (in whole but not in part), at any time at their Prevailing Principal Amount, together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with the Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).

The Competent Authority may only permit the Issuer to redeem the Capital Securities before the date

falling on the fifth anniversary of the Issue Date on the occurrence of a Capital Event if, without prejudice to Condition 6.7 (*Conditions for Redemption and Purchase*), the Competent Authority considers the Capital Event sufficiently certain and the Issuer demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of their issuance.

A **Capital Event** shall occur if there is a change in the regulatory classification of the Capital Securities that has resulted or would be likely to result in the Capital Securities being excluded, in whole or in part, from the Additional Tier 1 Capital of the Issuer or the Group or reclassified as a lower quality form of own funds of the Issuer or the Group, which change in regulatory classification (or reclassification) becomes effective on or after the Issue Date. For the avoidance of doubt, a Capital Event shall not be deemed to have occurred in case of a partial exclusion of the Capital Securities as a result of (i) a Principal Write-down or (ii) a change in the regulatory assessment of the tax effects of a Principal Write-down.

Clean-Up Call

Subject to Condition 6.7 (*Conditions for Redemption and Repurchase*), the Issuer may, at any time after the Issue Date, at its option, redeem the Capital Securities in whole (but not in part), at their Prevailing Principal Amount together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with these Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*) if 75 per cent. (seventy-five per cent.) or more of the Capital Securities originally issued has been purchased and cancelled at the time of such election, save that any such redemption may only take place within five years after the Issue Date subject to, if and to the extent then required by Applicable Banking Regulations at the relevant time, the Issuer having before or at the same time as such purchase, replaced the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority having permitted such redemption on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances.

Conditions for Redemption and Purchase:

Any optional redemption of Capital Securities and any purchase of Capital Securities is, *inter alia*, subject to:

(a) the Competent Authority having given its prior written permission to such redemption or purchase pursuant to Article 77 CRR;

(b) the Issuer having demonstrated to the satisfaction of the Competent Authority that the Issuer complies with Article 78 CRR (or any equivalent or substitute provision under Applicable Banking Regulations), which may include (i) the replacement of the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer or (ii) that the own funds and eligible liabilities of the Issuer would, following such redemption or purchase, exceed its minimum own funds and eligible requirements (including any capital buffer requirements) by a margin that the Competent Authority considers necessary at such time;

(c) if, in the case of a redemption as a result of a Tax Event, an opinion of a recognised law firm of international standing has been delivered to the Issuer, to the effect that the relevant Tax Event has occurred; and

(d) notwithstanding the above conditions, if, at the time of such redemption or repurchase, the prevailing Applicable Banking Regulations permit the repayment or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out in this Condition 6.7(a) (*General conditions for redemption and repurchase*), the Issuer having complied with such other and/or (as appropriate) additional pre-condition(s).

Taxation: All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Capital Securities and Coupons by the Issuer will be made without withholding or deducting taxes of the Netherlands, unless such withholding or deduction is required by law. In that event, the Issuer will pay such additional amounts as will result in the Holders receiving such amounts of interest as they would have received in respect of the Capital Securities had no such withholding been required, subject to certain exceptions, as provided in Condition 10 (*Taxation*).

Substitution and Variation:	The Issuer may if a Capital Event or a Tax Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*), subject to compliance with any conditions prescribed under Applicable Banking Regulations, including the prior permission of the Competent Authority (if required), at its option, without any requirement for the consent or approval of the Holders, substitute all (but not some only) of the Capital Securities or vary the terms of all (but not some only) of the Capital Securities provided that they remain or, as appropriate, become compliant with Applicable Banking Regulations with respect to Additional Tier 1 Capital and that such substitution or variation shall not result in terms that are materially less favourable to the Holders, other than in respect of the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*) (as reasonably determined by the Issuer). Following such variation or substitution (and following any substitution for the purpose of Condition 8.4 (*New ISINs*) the resulting securities must have at least, *inter alia*, the same ranking, interest rate, redemption rights, existing rights to accrued interest which has not been paid and assigned the same ratings as the Capital Securities.
Purchases:	The Issuer or any of its subsidiaries may at their option, subject to Condition 6.7 (*Conditions for Redemption and Purchase*) (as applicable), at any time purchase Capital Securities in the open market or otherwise and at any price, save that any such purchase may not take place within 5 years after the Issue Date subject to, if and to the extent then required by Applicable Banking Regulations at the relevant time, (i) the Issuer having before or at the same time as such purchase, replaced the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority having permitted such purchase on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances or (ii) the Capital Securities being purchased for market making purposes in accordance with Applicable Banking Regulations. Such Capital Securities may be held, re-issued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.
Limited Remedies in case of Non-Payment	Any failure by the Issuer to pay interest or the

Prevailing Principal Amount when due in respect of the Capital Securities shall not constitute an event of default and does not give Holders any right to demand repayment of the Prevailing Principal Amount.

If any of the following events shall have occurred and be continuing:

(a) the Issuer is declared bankrupt (*failliet*); or

(b) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer unless this is done in connection with a merger, consolidation or other form of combination with another company and such company assumes all obligations contracted by the Issuer in connection with the Capital Securities,

then any Holder may declare its Capital Securities to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Prevailing Principal Amount and any accrued but unpaid interest from the previous Interest Payment Date up to (but excluding) the date of repayment (unless cancelled or deemed cancelled) provided that repayment of Capital Securities will only be effected after the Issuer has obtained the prior written permission of the Competent Authority (provided that at the relevant time such permission is required).

No other remedy against the Issuer shall be available to the Holders, whether for recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any of its obligations under or in respect of the Capital Securities.

Meetings of Holders and Modification:

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of videoconference platform) of the Holders to consider matters relating to the Capital Securities, including the sanctioning by an Extraordinary Resolution of a modification of the Capital Securities or certain provisions of the Agency Agreement.

Subject to obtaining the permission therefor from the Competent Authority if so required, the Agent and the Issuer may agree, without the consent of the Holders, to:

(a) any modification (except as mentioned

above) of the Agency Agreement which is not, in the sole opinion of the Issuer (acting reasonably), materially prejudicial to the interests of the Holders; or

(b) any modification of the Capital Securities or the Agency Agreement which is, in the sole opinion of the Issuer (acting reasonably), of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law; or

(c) effect a combination between the Group and the Issuer, by way of a legal merger or demerger (*juridische fusie of splitsing*), a transfer of assets and liabilities or otherwise and make any modification of the Capital Securities, the Coupons or the Agency Agreement which follows from such a combination, provided that such modification shall, in the sole opinion of the Issuer, not result in terms that are materially less favourable to the Holders (as reasonably determined by the Issuer).

Governing Law: The Capital Securities and the Agency Agreement will be governed by, and construed in accordance with, the laws of the Netherlands.

Ratings: The Capital Securities are expected to be rated BB- by S&P Global Ratings Europe Limited (S&P) and BB by Fitch Ratings Europe Limited (Fitch). Each of S&P and Fitch is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended). A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Approval, Listing and Admission to Trading: Application has been made to the AFM to approve this document as a prospectus and for the Capital Securities to be listed on Euronext Amsterdam.

Selling Restrictions: There are selling restrictions in relation to the United Kingdom, the United States, Canada, Japan and Switzerland see "*Subscription and Sale*" below.

The Issuer is Category 2 for the purposes of Regulation S under the U.S. Securities Act of 1933, as amended. The TEFRA D Rules shall apply.

Risk Factors: There are certain factors that may affect the Issuer's

	ability to fulfil its obligations under the Capital Securities. These include risks relating to the Issuer's business and factors which are material for the purpose of assessing the market risks associated with the Capital Securities. These include the fact that the Capital Securities may not be a suitable investment for all investors and certain market risks, see "*Risk Factors*" above.
Use of Proceeds:	The net proceeds of the issue of the Capital Securities are expected to amount to approximately €200,000,000 (excluding certain fees and expenses). The proceeds of the issue of the Capital Securities will be applied by the Issuer for its general corporate purposes and to strengthen its capital base.
Clearing Systems:	Euroclear and Clearstream, Luxembourg
ISIN:	XS2847665390
Common Code:	284766539
CFI:	DBFXQB
FISN:	NIBC BANK NV/EUR NT PERP SUB

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus and have been filed with the AFM shall be deemed to be incorporated by reference in, and to form part of, this Prospectus:

(a) the articles of association (*statuten*) of the Issuer which can be obtained from: https://nibc.com/media/axrl2je3/articles-of-association-nibc-bank-en.pdf (the **Articles of Association**);

(b) the Issuer's publicly available audited annual consolidated financial information for the year ended 31 December 2022 being set out in (i) the Key Figures from page 9 up to and including page 12, (ii) the Financial Review from page 20 up to "*Risk Management*" on page 41, (iii) Risk Management starting from "*Credit risk (audited)*" on page 44 up to and including page 78, (iv) the Consolidated Financial Statements from page 135 up to and including page 250, (v) the auditor's report related thereto, as set out on page 285 up to and including page 297 and (vi) the Alternative Performance Measures from page 299 up to and including page 305, of the publicly available Annual Report 2022 NIBC Bank N.V., published on 3 March 2022, which can be obtained from https://nibc.com/media/usvces4m/annual-report-nibc-bank-nv-2022.pdf;

(c) the publicly available audited annual consolidated financial information for the year ended 31 December 2022 of NIBC Holding N.V., being set out in (i) the Key Figures from page 9 up to and including page 12, (ii) the Financial Review from page 20 up to "*Risk Management*" on page 43, (iii) Risk Management starting from "*Credit risk (audited)*" on page 46 up to and including page 80, (iv) the Consolidated Financial Statements from page 137 up to and including page 255, (v) the auditor's report related thereto, as set out on page 269 up to and including page 273 and (vi) the Alternative Performance Measures from page 275 up to and including on page 281, of the publicly available Annual Report 2022 NIBC Holding N.V., published on 3 March 2022, which can be obtained from https://nibc.com/media/yqfbccr2/annual-report-nibc-holding-nv-2022.pdf;

(d) the Issuer's publicly available audited annual consolidated financial information for the year ended 31 December 2023 being set out in (i) the Key Figures from page 9 up to and including page 12, (ii) the Financial Review from page 20 up to and including page 43, (iii) Risk Management starting from "*Credit risk (audited)*" on page 46 up to and including page 80, (iv) the Consolidated Financial Statements from page 137 up to and including page 245, (v) the auditor's report related thereto, as set out on page 281 up to and including page 292 and (vi) the Alternative Performance Measures from page 294 up to and including page 300, of the publicly available Annual Report 2023 NIBC Bank N.V., published on 8 March 2024, which can be obtained from https://nibc.com/media/dxlhxruc/annual-report-nibc-bank-nv-2023.pdf; and

(e) the publicly available audited annual consolidated financial information for the year ended 31 December 2023 of NIBC Holding N.V., being set out in (i) the table sustainability ratings on page 6, (ii) the Key Figures from page 9 up to and including page 12, (iii) the Financial Review from page 20 up to and including page 43, (iv) Risk Management starting from "*Credit risk (audited)*" on page 47 up to and including page 81, (v) the Consolidated Financial Statements from page 141 up to and including page 252, (vi) the auditor's report related thereto, as set out on page 267 up to and including page 271 and (vii) the Alternative Performance Measures from page 279 up to and including on page 285, of the publicly available Annual Report 2023 NIBC Holding N.V., published on 8 March 2024, which can be obtained from https://nibc.com/media/5h5bks3j/annual-report-nibc-holding-nv-2023.pdf.

Such documents shall be incorporated in and form part of this Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

Any documents themselves incorporated by reference in the documents incorporated by reference in this Prospectus shall not form part of this Prospectus.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Prospectus.

TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

Introduction

The €200,000,000 Undated Deeply Subordinated Additional Tier 1 Fixed Rate Resettable Callable Capital Securities (the **Capital Securities**, which expression shall in these terms and conditions (the **Conditions**), unless the context otherwise requires, include any further capital securities issued pursuant to Condition 18 (*Further Issues*) and forming a single series with the Capital Securities) of NIBC Bank N.V. (the **Issuer**, which expression shall include any substituted debtor or transferee pursuant to Condition 9 (*Statutory Loss Absorption or Recapitalisation*)) have the benefit of an agency agreement dated 2 July 2024 (such agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) made between the Issuer, Citibank, N.A., London Branch as principal paying agent and agent bank (in such capacity the **Agent** which expression shall include any successor Agent) and any other paying agents appointed pursuant to the Agency Agreement (together with the Agent, the **Paying Agents**, which expression shall include any successor or additional paying agent appointed from time to time in connection with the Capital Securities).

References herein to the Capital Securities shall mean (i) in relation to any Capital Securities represented by a global Capital Security (a **Global Capital Security**), units of the lowest specified denomination, (ii) definitive Capital Securities issued in exchange (or part exchange) for a Global Capital Security and (iii) any Global Capital Security.

Any reference herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons. Any reference herein to **Holders** shall mean the holders of the Capital Securities, and shall, in relation to any Capital Securities represented by a Global Capital Security, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons (as defined below), and shall, unless the context otherwise requires, include the holders of the Talons (as defined below).

Copies of the Agency Agreement are available for viewing at the Specified Offices (as defined in the Agency Agreement) during normal business hours of each of the Agent and the other Paying Agents, the original Specified Offices of which are set out below, or may be provided by email to a holder following their prior written request to any Paying Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent, and at the registered offices of the Issuer and of the Agent and copies may be obtained from those offices. The Holders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement which are binding on them.

Words and expressions defined in the Agency Agreement shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated.

1. Definitions

In these Conditions:

5-year Mid-Swap Rate means, in relation to a Reset Period and the Reset Rate of Interest Determination Date in respect of such Reset Period:

(a) the mid-swap rate for euro swaps with a term of 5 years which appears on the Screen Page as of 11:00 a.m. (Central European time) on such Reset Rate of Interest Determination Date; or

(b) if such rate does not appear on the Screen Page at such time on such Reset Rate of Interest Determination Date, the Reset Reference Bank Rate on such Reset Rate of Interest Determination Date.

5-year Mid-Swap Rate Quotations means the arithmetic mean of the bid and ask rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap transaction which:

(a) has a term of 5 years commencing on the relevant Reset Date;

(b) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and

(c) has a floating leg based on six-month EURIBOR (calculated on an Actual/360 day count basis).

If the six-month EURIBOR rate cannot be obtained because of the occurrence of a Reference Rate Event, the six-month EURIBOR rate shall be calculated in accordance with Condition 4.1(f) (*Reference Rate Replacement*).

Accounting Currency means euro or such other primary currency used in the presentation of the Issuer or the Group's accounts from time to time.

Accrual Period has the meaning given in Condition 4.1(e) (*Calculation of interest amounts and any broken amounts*).

Additional Tier 1 Capital means the additional tier 1 capital of the Issuer within the meaning of Chapter 3 (*Additional Tier 1 capital*) of Title I (*Elements of own funds*) of Part Two (*Own Funds*) of CRR, as implemented and/or applicable in the Netherlands, and/or any such equivalent or substitute term under Applicable Banking Regulations, including any applicable transitional, phasing in or similar provisions.

Applicable Banking Regulations means at any time, the laws, regulations, rules, requirements, standards, guidelines and policies relating to capital adequacy applicable to the Issuer including, without limitation to the generality of the foregoing, those regulations, rules, requirements, standards, guidelines and policies relating to capital adequacy and resolution then in effect of the Competent Authority (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer) at such time (and, for the avoidance of doubt, including as at the Issue Date the rules contained in, or implementing, CRD, CRR, SRM Regulation and BRRD.

Applicable Resolution Framework means any relevant laws and regulations applicable to the Issuer at the relevant time pursuant to, or which implement, or are enacted within the context of the BRRD or any other resolution or recovery rules which may from time to time be applicable to the Issuer, including SRM Regulation.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives 2001/24/EC, 2002/47/EC, 2004/25/EC, 2005/56/EC, 2007/36/EC, 2011/35/EU, 2012/30/EU and 2013/36/EU and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council (as amended from time to time, including by Directive (EU) 2019/879).

Business Day means:

(a) a day on which T2 is operating; and

(b) in the case of Condition 5(f) (*Payments on Business Days*) only, in respect of any place of presentation, any day on which banks are open for presentation and payment of bearer debt securities and for dealings in foreign currencies in such place of presentation and, in the case of payment by transfer to a Euro account, on which T2 is open, provided that so long as the Capital Securities are represented by a Global Capital Security held on behalf of the Securities Settlement System, Business Day means any day on which T2 is open.

Calculation Amount means, initially €100,000 in principal amount of each Capital Security, or, following adjustment (if any) downwards or upwards to Condition 8 (*Principal Write-down and Principal Write-up*), the amount resulting from such adjustment.

Capital Event has the meaning given in Condition 6.4 (*Redemption upon a Capital Event*).

Capital Securities has the meaning given in the Introduction.

CET1 Capital means the common equity tier 1 capital of the Issuer, expressed in the Accounting Currency, as calculated by the Issuer on a solo basis and/or the common equity tier 1 capital of the Group, as calculated by the Issuer on a consolidated basis, all in accordance with Chapter 2 (*Common Equity Tier 1 capital*) of Title I (*Elements of own funds*) of Part Two (*Own Funds*) of CRR, as implemented and/or applicable in the Netherlands, and/or any such equivalent or substitute calculation or term under Applicable Banking Regulations, including any applicable transitional, phasing in or similar provisions.

Competent Authority means the Dutch Central Bank (*De Nederlandsche Bank N.V.*) and any successor or replacement thereto, or other authority having primary responsibility for the prudential oversight and supervision of the Issuer and the Group and/or the Resolution Authority, as determined by the Issuer.

Coupon has the meaning given in Condition 2 (*Form, Denomination and Title*).

Couponholders has the meaning given in the Introduction.

CRD means any, or any combination of, the CRD Directive, the CRR, and any CRD Implementing Measures.

CRD Directive means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC (as amended from time to time, including by Directive (EU) 2019/878) or such other directive as may come into effect in place thereof.

CRD Implementing Measures means any regulatory capital rules implementing the CRD Directive or CRR which may from time to time be introduced, including, but not limited to, delegated or implementing acts (regulatory technical standards or implementing technical standards) adopted by the European Commission, national laws and regulations, and regulations and guidelines issued by the Competent Authority, European Banking Authority or any other relevant authority, which are applicable to the Issuer (on a solo and/or consolidated basis (as applicable)).

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 from time to time, including by Regulation (EU) 2019/876 and Regulation (EU) 2020/873) or such other regulation as may come into effect in place thereof.

Discretionary Temporary Write-down Instruments means, at any time, any instrument (other than the Capital Securities and Junior Obligations) issued by the Issuer which at such time (a) qualifies as Additional Tier 1 Capital of the Issuer on a solo or consolidated basis (as applicable), (b) has had all or some of its principal amount written-down and (c) has terms providing for a write-up or reinstatement of its principal amount, at the relevant issuer's discretion, upon reporting a net profit.

Distributable Items has the meaning given in Condition 4.2(b) (*Mandatory cancellation of interest*).

euro or **€** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

Extraordinary Resolution means a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than 75 per cent. of the persons voting thereat upon a show of hands or if a poll be duly demanded then by a majority consisting of not less than 75 per cent. of the votes given on such poll.

Financial Year means the financial year of the Issuer (being the one-year period in respect of which it prepares annual audited financial statements) from time to time, which as at the Issue Date runs from (and including) 1 January in one calendar year to (but excluding) the same date in the immediately following calendar year.

First Call Date means 4 January 2030.

First Reset Date means 4 July 2030.

Foreign Currency Instruments has the meaning given in Condition 8.3 (*Foreign Currency Instruments*).

Global Capital Security has the meaning given in the Introduction.

Group means NIBC Holding N.V. (together with its consolidated subsidiaries the **Current Consolidated Group**) or any other entity which forms part of the Current Consolidated Group as at the Issue Date (or any successor entity) and which is at the relevant time at the highest level of prudential regulatory consolidation in the group of which the Issuer forms part.

Group CET1 Ratio means, at any time, the ratio of CET1 Capital of the Group to the total risk exposure amount (as referred to in Article 92(2)(a) CRR) of Group, expressed as a percentage, all as calculated on a consolidated basis within the meaning of CRR.

Holder has the meaning given in the Introduction and Condition 2 (*Form, Denomination and Title*).

Initial Period means the period from (and including) the Issue Date to (but excluding) the First Reset Date.

Initial Rate of Interest means 8.25 per cent. per annum.

Interest Payment Date means 4 January and 4 July in each year from (and including) 4 January 2025.

Interest Period means each period from (and including) the Issue Date or any Interest Payment Date to (but excluding) the next Interest Payment Date.

Issue Date means 4 July 2024.

Issuer CET1 Ratio means, at any time, the ratio of CET1 Capital of the Issuer to the total risk exposure amount (as referred to in Article 92(2)(a) CRR) of the Issuer, expressed as a percentage, all as calculated on a solo basis.

Junior Obligations means the Ordinary Shares and all other classes of share capital of the Issuer.

Loss Absorbing Instruments means the Parity Loss Absorbing Instruments and the Prior Loss Absorbing Instruments.

Mandatory Cancellation of Interest has the meaning given in Condition 4.2(b) (*Mandatory cancellation of interest*).

Margin means 5.599 per cent.

Maximum Distributable Amount has the meaning given in Condition 4.2(b) (*Mandatory cancellation of interest*).

Maximum Write-up Amount has the meaning given in Condition 8.2(c) (*Maximum Write-up Amount*).

Moratorium has the meaning given in Condition 9 (*Statutory Loss Absorption or Recapitalisation*).

Net Profit means the lower of (i) the net profit of the Issuer as calculated on a solo basis and as set out in the last audited annual consolidated accounts of the Issuer adopted by the Issuer's general meeting (or such other means of communication as determined by the Issuer) and (ii) the net profit of the Group as calculated on a consolidated basis and as set out in the last audited annual consolidated accounts of Group adopted by Group's general meeting (or such other means of communication as determined by the Issuer).

Optional Cancellation of Interest has the meaning given in Condition 4.2(a) (*Optional cancellation of interest*).

Ordinary Shares means ordinary shares of the Issuer or depository receipts issued in respect of such Ordinary Shares as the context may require.

Original Principal Amount means, in respect of a Capital Security at any time the principal amount (which, for these purposes, is equal to the nominal amount) of such Capital Security at the Issue Date without having regard to any subsequent Principal Write-down or Principal Write-up pursuant to Condition 8 (*Principal Write-down and Principal Write-up*).

Parity Loss Absorbing Instruments means, at any time, any instrument (other than the Capital Securities and Junior Obligations) issued by the Issuer which at such time (a) qualifies as

Additional Tier 1 Capital of the Issuer on solo or consolidated basis (as applicable), (b) has terms pursuant to which all or some of its principal amount may be written-down (whether on a permanent or temporary basis) or converted into equity (in each case in accordance with its conditions) and (c) has an identical trigger level as the Capital Securities.

Parity Obligations means the rights and claims in respect of obligations of the Issuer in respect of the prevailing principal amount of any other capital securities qualifying in whole or in part as Additional Tier 1 Capital.

Prevailing Principal Amount means, in respect of a Capital Security at any time, the Original Principal Amount of such Capital Security as reduced by any Principal Write-down of such Capital Security at or prior to such time pursuant to Condition 8 (*Principal Write-down and Principal Write-up*) (on one or more occasions) and, if applicable following any Principal Write-down, as subsequently increased by any Principal Write-up of such Capital Security (on one or more occasions) at or prior to such time pursuant to Condition 8 (*Principal Write-down and Principal Write-up*).

Principal Write-down has the meaning given in Condition 8.1 (*Principal Write-down*).

Principal Write-up has the meaning given in Condition 8.2 (*Principal Write-up*).

Principal Write-up Amount means, on any Principal Write-up, the amount by which the then Prevailing Principal Amount is to be written-up and which is calculated per Calculation Amount.

Prior Loss Absorbing Instruments means, at any time, any instrument issued by the Issuer at such time (a) qualifies as Additional Tier 1 Capital of the Issuer on solo or consolidated basis (as applicable) and (b) which has terms pursuant to which all or some of its principal amount may be written-down (whether on a permanent or temporary basis) or converted into equity (in each case in accordance with its conditions or otherwise) on the occurrence, or as a result, of the Issuer CET1 Ratio and/or the Group CET1 Ratio falling below a level that is higher than 5.125 per cent. As at the Issue Date, there are no Prior Loss Absorbing Instruments outstanding.

Rate of Interest means:

(a) in the case of each Interest Period falling in the Initial Period, the Initial Rate of Interest; or

(b) in the case of each Interest Period which commences on or after the First Reset Date, the sum, converted from an annual basis to a semi-annual basis, of (A) the Reset Rate of Interest applicable to the Reset Period in which that Interest Period falls and (B) the Margin,

all as determined by the Agent in accordance with Condition 4 (*Interest and interest cancellation*).

Recapitalisation has the meaning given in Condition 9 (*Statutory Loss Absorption or Recapitalisation*).

Resolution Authority means the Dutch Central Bank (*De Nederlandsche Bank N.V.*), the European Single Resolution Board or such other regulatory authority or governmental body having the power to impose Statutory Loss Absorption on or Recapitalisation in respect of the Capital Securities pursuant to the Applicable Resolution Framework.

Reset Date means the First Reset Date and each date which falls five, or an integral multiple of five, years after the First Reset Date.

Reset Period means each period from (and including) a Reset Date to (but excluding) the next Reset Date.

Reset Rate of Interest means, in respect of any Reset Period, the 5-year Mid-Swap Rate determined on the Reset Rate of Interest Determination Date applicable to such Reset Period, as determined by the Agent, subject to any amendments pursuant to Condition 4.1(c) (*Publication of Reset Rate of Interest and amount of interest*).

Reset Rate of Interest Determination Date means, in respect of the determination of the Reset Rate of Interest applicable during any Reset Period, the day falling two Business Days prior to the Reset Date on which such Reset Period commences.

Reset Reference Bank Rate means, with respect to a Reset Rate of Interest Determination Date, the percentage rate determined on the basis of the 5-year Mid-Swap Rate Quotations, requested by the Issuer and provided by the Reset Reference Banks to the Issuer at approximately 11:00 a.m. (Central European time) on such Reset Rate of Interest Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the 5-year Mid-Swap Rate in respect of the immediately preceding Reset Period or (ii) in the case of the Reset Period commencing on the First Reset Date, 2.854 per cent. per annum.

Reset Reference Banks means six leading swap dealers in the interbank market selected by the Issuer.

Return to Financial Health has the meaning given in Condition 8.2(a) (*Principal Write-up*).

Screen Page means Reuters screen "ICESWAP2" or such other page as may replace it on Reuters or, as the case may be, on such other information service that may replace Reuters, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates comparable to the relevant 5-year Mid-Swap Rate.

Securities Settlement System has the meaning given in Condition 2 (*Form, Denomination and Title*).

Senior Obligations means (a) the rights and claims of depositors (other than in respect of those whose deposits rank equally to or lower than the Capital Securities, if any), (b) all unsubordinated rights and claims (including, but not limited to, with respect to the repayment of borrowed money), (c) all subordinated rights and claims against the Issuer (including, but not limited to, in respect of obligations qualifying as Tier 2 capital under Applicable Banking Regulations) and (d) excluded liabilities of the Issuer pursuant to Article 72(a)2 CRR, other than (i) Parity Obligations and (ii) Junior Obligations.

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 (as amended from time to time, including by Regulation (EU) 2019/877).

Statutory Loss Absorption has the meaning given in Condition 9 (*Statutory Loss Absorption or Recapitalisation*).

T2 means the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system.

Talon has the meaning given in Condition 2 (*Form, Denomination and Title*).

Tax Event has the meaning given in Condition 6.3 (*Redemption for Taxation Reasons*).

Tier 1 Capital means the tier 1 capital of the Issuer, expressed in the Accounting Currency, as calculated by the Issuer on a solo basis or the Group on a consolidated basis (as applicable) in accordance with Chapters 1 (*Tier 1 capital*), 2 (*Common Equity Tier 1 capital*) and 3 (*Additional Tier 1 capital*) of Title I (*Elements of own funds*) of Part Two (*Own Funds*) of CRR, as implemented and/or applicable in the Netherlands, and/or any such equivalent or substitute calculation or term under Applicable Banking Regulations, including any applicable transitional, phasing in or similar provisions.

A **Trigger Event** will occur if, at any time, (i) the Issuer CET1 Ratio and/or (ii) the Group CET1 Ratio (as the case may be) is less than 5.125 per cent. as determined by the Issuer, the Competent Authority or any agent appointed for such purpose by the Competent Authority.

Trigger Event Write-down Date has the meaning given in Condition 8.1(a) (*Trigger Event*).

Trigger Event Write-down Notice has the meaning given in Condition 8.1(b) (*Trigger Event Write-down Notice*).

Wft means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), as amended from time to time.

Write-down Amount has the meaning given in Condition 8.1(d) (*Write-down Amount*).

Written-Down Additional Tier 1 Instrument means, at any time, any instrument (including the Capital Securities) issued by the Issuer which qualifies as Additional Tier 1 Capital of the Issuer on a solo or consolidated basis (as applicable) and which, immediately prior to the relevant Principal Write-up of the Capital Securities at that time, has a prevailing principal amount that, due to it having been written down, is lower than the original principal amount it was issued with.

In these Conditions reference to (i) any provisions of law or regulation shall be deemed to include reference to any successor law or regulation, (ii) 'solo basis' shall be to the level of solvency supervision within the meaning of Article 6 CRR and (ii) 'consolidated basis' shall be to the level of solvency supervision within the meaning of Article 11 CRR.

2. Form, Denomination and Title

The Capital Securities are in bearer form and, in the case of definitive Capital Securities, serially numbered and with interest coupons (**Coupons**) and talons for further Coupons (**Talons**) attached.

Subject as set out below, title to the Capital Securities and Coupons will pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations, the Issuer, the Agent and the Paying Agents may deem and treat the bearer of any Capital Security or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Capital Security, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Capital Securities is represented by a Global Capital Security held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking, S.A. (**Clearstream, Luxembourg** and together with Euroclear; the **Securities Settlement System**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of the Securities Settlement System as the holder of a particular nominal amount of such Capital Securities (in which regard any certificate or other document issued by the Securities Settlement System as to the nominal amount of Capital Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount of such Capital Securities for all purposes other than with respect to the payment of principal or interest on the Capital Securities, for which purpose the bearer of the relevant Global Capital Security shall be treated by the Issuer and the Paying Agents as the holder of such Capital Securities in accordance with and subject to the terms of the relevant Global Capital Security (and the expression **Holder** and related expressions shall be construed accordingly). Capital Securities which are represented by a Global Capital Security held by a common depositary or a common safekeeper for the Securities Settlement System will be transferable only in accordance with the rules and procedures for the time being of the Securities Settlement System.

The Capital Securities are issued in denominations of €200,000 and integral multiples of €100,000 in excess thereof up to (and including) €300,000 and can only be settled through the Securities Settlement System in nominal amounts equal to a whole denomination (or a whole multiple thereof).

3. Status of the Capital Securities

3.1 Status

The Capital Securities and Coupons (including any accrued interest or damages awarded for breach of any obligations under these Conditions, if any are payable) constitute unsecured, unguaranteed and subordinated obligations of the Issuer. The rights and claims of the Holders and Couponholders are subordinated as described in Condition 3.2 (*Subordination*).

3.2 Subordination

Subject to exceptions provided by mandatory and/or overriding provisions of law (including as provided pursuant to Section 212rf Dutch Bankruptcy Code (*Faillissementswet*)), the rights and claims (if any) of the Holders to payment under the Capital Securities in respect of the Prevailing Principal Amount shall in the event of the liquidation or bankruptcy of the Issuer rank,

(i) junior to the rights and claims of creditors in respect of Senior Obligations, present and future;

(ii) *pari passu* without any preference among themselves and with all rights and claims of creditors in respect of Parity Obligations, present and future; and

(iii) senior only to the rights and claims of creditors in respect of Junior Obligations, present and future.

By virtue of such subordination, payments to a Holder in respect of the Prevailing Principal Amount of the Capital Securities will, in the event of the liquidation or bankruptcy of the Issuer, only be made after all Senior Obligations of the Issuer have been satisfied.

Subject to exceptions provided by mandatory and/or overriding provisions of law (including as provided pursuant to Section 212rf of the Dutch Bankruptcy Act (*Faillissementswet*)), any claims in respect of accrued but unpaid interest or Coupons (to the extent not cancelled in accordance with these Conditions) shall in the event of the liquidation or bankruptcy of the Issuer rank above own funds (including the principal amount of the Capital Securities), *pari passu* without any preference among themselves and junior to all unsubordinated rights and claims (including with respect to the repayment of borrowed money).

3.3 No set-off or netting

The Capital Securities and Coupons are not eligible for any set-off or netting by any Holder or Couponholder and no Holder or Couponholder shall be able to exercise or claim any right of set-off or netting in respect of any amount owed to it by the Issuer arising under or in connection with the Capital Securities or Coupons. To the extent that any Holder or Couponholder nevertheless claims a right of set-off or netting in respect of any such amount, whether by operation of law or otherwise, and irrespective of whether the set-off or netting is effective under any applicable law, such Holder or Couponholder is required to immediately transfer to the Issuer an amount equal to the amount which purportedly has been set-off or netted (such a transfer, a **Set-off Repayment**) and no rights can be derived from the Capital Securities or Coupons until the Issuer has received in full the relevant Set-off Repayment. Irrespective of any other set-off or netting agreement providing otherwise, the (im)possibility of any set-off or netting by a Holder or Couponholder shall be exclusively governed by Dutch law.

4. Interest and interest cancellation

4.1 Interest

(a) *Interest rate and Interest Payment Dates*

The Capital Securities bear interest on their outstanding Prevailing Principal Amount at the applicable Rate of Interest from (and including) the Issue Date. Subject to cancellation of any interest payment (in whole or in part) pursuant to Condition 4.2 (*Interest cancellation*) or Condition 8 (*Principal Write-down and Principal Write-up*), interest shall be payable semi-annually in arrear in equal instalments on each Interest Payment Date.

The amount of interest per €100,000 in Original Principal Amount payable on the Interest Payment Date in respect of each Interest Period commencing before the First Reset Date, provided there is no Principal Write-down pursuant to Condition 8 (*Principal Write-down and Principal Write-up*) and subject to any cancellation of interest (in whole or in part) pursuant to Condition 4.2 (*Interest cancellation*), will be €4,125.

The Rate of Interest for each Interest Period commencing on or after the First Reset Date will be the Reset Rate of Interest applicable to the Reset Period during which such Interest Period falls plus the Margin, converted from an annual basis to a semi-annual basis, all as determined by the Agent. The Agent will, as soon as practicable after 11:00 a.m. (Central European time) on each Reset Rate of Interest Determination Date, determine the applicable Reset Rate of Interest.

(b) *Interest Accrual*

Subject always to Condition 8 (*Principal Write-down and Principal Write-up*) and to cancellation of interest (in whole or in part) pursuant to Condition 4.2 (*Interest cancellation*), each Capital Security will cease to bear interest from and including its due date for redemption.

(c) *Publication of Reset Rate of Interest and amount of interest*

The Agent will cause each Reset Rate of Interest and the amount of interest payable per Calculation Amount for each Reset Period commencing on or after the First Reset Date determined by it to be notified to each listing authority and/or stock exchange (or listing agent as the case may be) by which the Capital Securities have then been admitted to listing and trading as soon as practicable after such determination but in any event not later than the relevant Reset Date. Notice thereof shall also promptly be given to the Holders in accordance with Condition 16 (*Notices*).

(d) *Notifications etc*.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 4 (*Interest and interest cancellation*) by the Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and the Holders and (subject as aforesaid) no liability to any such person will attach to the Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

(e) *Calculation of interest amounts and any broken amounts*

Save as provided above in respect of equal instalments, the amount of interest payable per Calculation Amount (subject to Condition 8 (*Principal Write-down and Principal Write-up*) and to cancellation in whole or in part pursuant to Condition 4.2 (*Interest cancellation*)) in respect of each Capital Security for any period (an **Accrual Period**, being the period from and including the date from which interest begins to accrue to but excluding the date on which it falls due) shall be calculated by the Agent by:

(i) applying the applicable Rate of Interest to the Calculation Amount;

(ii) multiplying the product thereof by (A) the actual number of calendar days in the Accrual Period divided by (b) two times the actual number of calendar days from and including the first calendar day of the Accrual Period to but excluding the next following Interest Payment Date; and

(iii) rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

If the Prevailing Principal Amount of the Capital Securities changes on one or more occasions during any Accrual Period, the Agent shall separately calculate the amount of interest (in accordance with this Condition 4.1(e) (*Calculation of interest amounts and any broken amounts*) accrued on each Capital Security for each period within such Accrual Period during which a different Prevailing Principal Amount subsists, and the aggregate of such amounts shall be the amount of interest payable (subject to Condition 8 (*Principal Write-down and Principal Write-up*) and to cancellation in whole or in part pursuant to Condition 4.2 (*Interest cancellation*)) in respect of a Capital Security for the relevant Accrual Period.

(f) *Reference Rate Replacement*

If a Reference Rate Event has occurred when any Rate of Interest (or component thereof) remains to be determined by reference to the Reset Rate of Interest, then:

(1) the Issuer shall use reasonable endeavours to appoint an Independent Adviser, at the Issuer' expense, to determine:

(A) a Successor Reference Rate; or

(B) if such Independent Adviser fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner) no later than five Business Days prior to the Reset Rate of Interest Determination Date relating to the next Reset Period (the **IA Determination Cut-off Date**), for the purposes of determining the Reset Rate of Interest applicable to the Capital Securities for such next Reset Period and for all other future Reset Periods (subject to the subsequent operation of this Condition 4.1(f) during any other future Reset Period(s));

(2) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by the Issuer fails to determine a Successor Reference Rate or an Alternative Reference Rate (in accordance with Condition 4.1(f)(1) prior to the relevant IA Determination Cut-off Date, the Issuer (acting in good faith and in a commercially reasonable manner) shall use reasonable endeavours to determine:

(A) a Successor Reference Rate; or

(B) if the Issuer fails so to determine a Successor Reference Rate, an Alternative Reference Rate,

and, in each case, an Adjustment Spread (if any) (in any such case, acting in good faith and in a commercially reasonable manner) no later than three Business Days prior to the Reset Rate of Interest Determination Date relating to the next Reset Period (the **Issuer Determination Cut-off Date**), for the purposes of determining the Reset Rate of Interest applicable to the Capital Securities for such next Reset Period and for all other future Reset Periods (subject to the subsequent operation of this Condition 4.1(f) during any other future Reset Period(s)). Without prejudice to the definitions thereof, for the purposes of determining any Alternative Reference Rate and/or any Adjustment Spread, the Issuer will take into account any relevant and applicable market precedents as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets. If this Condition 4.1(f)(2) applies and the Issuer is unable to determine a Successor Reference Rate or an Alternative Reference Rate prior to the Reset Rate of Interest Determination Date relating to the next succeeding Reset, the Reset Rate of Interest applicable to such Reset Period shall be equal to the 5-year Mid-Swap Rate that appeared on the most recent Screen Page that was available (which may be the case, for as long as no Successor Reference Rate or Alternative Reference Rate has been determined in accordance with this Condition 4.1(f), for each subsequent Reset Period);

(3) if a Successor Reference Rate or, failing which, an Alternative Reference Rate (as applicable) is determined by the relevant Independent Adviser or the Issuer (as applicable) in accordance with this Condition 4.1(f):

(A) such Successor Reference Rate or Alternative Reference Rate (as applicable) shall be the Reset Rate of Interest for all future Reset Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 4.1(f));

(B) if the relevant Independent Adviser or the Issuer (as applicable) determines that an Adjustment Spread is required to be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) and determines to the best of its knowledge and capability (acting in good faith and in a commercially reasonable manner) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to such Successor Reference Rate or Alternative Reference Rate (as applicable) for all future Reset Periods (subject to the subsequent operation of, and adjustment as provided in, this Condition 4.1(f)); and

(C) the relevant Independent Adviser or the Issuer (as applicable) (acting in good faith and in a commercially reasonable manner) may in its discretion specify:

(x) changes to these Conditions in order to follow market practice (determined according to factors including, but not limited to, public statements, opinions and publications of industry bodies and organisations), such Successor Reference Rate or Alternative Reference Rate (as applicable), including, but not limited to (1) Business Day, business day convention, day count fraction, Reset Rate of Interest Determination Date, Reset Reference Banks (Rate), Accrual Period and/or Screen Page applicable to the Capital Securities and (2) the method for determining the fallback to the Reset Rate of Interest in relation to the Capital Securities if such Successor Reference Rate or Alternative Reference Rate (as applicable) is not available; and

(y) any other changes which the relevant Independent Adviser or the Issuer (as applicable) determines are reasonably necessary to ensure the proper operation and comparability to the Reset Reference Rate of such Successor Reference Rate or Alternative Reference Rate (as applicable),

which changes shall apply to the Capital Securities for all future Interest Periods (subject to the subsequent operation of this Condition 4.1(f)); and

(4) promptly following the determination of (i) any Successor Reference Rate or Alternative Reference Rate (as applicable) and (ii) if applicable, any Adjustment Spread, the Issuer shall give notice thereof and of any changes (and the effective date thereof) pursuant to Condition 4.1(f)(3)(C) to the Agent and the Holders or the Couponholders in accordance with Condition 16 (*Notices*).

No consent of the Holders or the Couponholders shall be required in connection with effecting the relevant Successor Reference Rate or Alternative Reference Rate or Adjustment Spread (as applicable) as described in this Condition 4.1(f) or such other relevant changes pursuant to Condition 4.1(f)(3)(C), including for the execution of any documents or the taking of other steps by the Issuer or any of the parties to the Agency Agreement.

An Independent Adviser appointed pursuant to this Condition 4.1(f) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Agent, the Paying Agents, the Holders or the Couponholders for any determination made by it (or not made by it) pursuant to this Condition 4.1(f).

Notwithstanding any other provision of this Condition 4.1(f), no Successor Reference Rate or Alternative Reference Rate (as applicable) will be adopted, and no other amendments to the terms of the Capital Securities will be made pursuant to this Condition 4.1(f), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the Capital Securities as Additional Tier 1 Capital.

Any amendment to the Conditions pursuant to this Condition 4.1(f) is subject to the prior written permission of the Competent Authority (provided that, at the relevant time, such permission is required to be given).

As used in this Condition 4.1(f):

Adjustment Spread means a spread (which may be positive or negative) or formula or methodology for calculating a spread, which the relevant Independent Adviser or the Issuer (as applicable) determines is required to be applied to a Successor Reference Rate or an Alternative Reference Rate (as applicable) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to Holders or the Couponholders as a result of the replacement of the Reset Rate of Interest with such Successor Reference Rate or Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(i) in the case of a Successor Reference Rate, is formally recommended in relation to the replacement of the Reset Rate of Interest with such Successor Reference Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Reference Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the relevant Independent Adviser or the Issuer (as applicable) determines is recognized or acknowledged as being in customary market usage in international debt capital markets transactions which reference the Reset Rate of Interest, where such rate has been replaced by such Successor Reference Rate or Alternative Reference Rate (as applicable); or

(iii) if no such customary market usage is recognized or acknowledged, the relevant Independent Adviser or the Issuer (as applicable) in its discretion determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

Alternative Reference Rate means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines has replaced the Reset Rate of Interest in customary market usage in the international debt capital markets for the purposes of determining floating rates of interest and of a comparable duration to the relevant Reset Periods, or, if such Independent Adviser or the Issuer (as applicable) determines that there is no such rate, such other rate as such Independent Adviser or the Issuer (as applicable) determines in its discretion is most comparable to the Reset Rate of Interest.

Independent Adviser means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case appointed by the Issuer at its own expense.

Reference Rate Event means:

(i) the relevant Reset Rate of Interest has ceased to be published on the Screen Page as a result of such benchmark ceasing to be calculated or administered; or

(ii) a public statement by the administrator of the relevant Reset Rate of Interest that it has ceased, or will cease, publishing such Reset Rate of Interest permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reset Rate of Interest); or

(iii) a public statement by the supervisor of the administrator of the relevant Reset Rate of Interest that such Reset Rate of Interest has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor of the administrator of the relevant Reset Rate of Interest as a consequence of which such Reset Rate of Interest will be prohibited from being used or that its use will be subject to restrictions or adverse consequences either generally, or in respect of the Capital Securities; or

(v) a public statement by the supervisor of the administrator of the relevant Reset Rate of Interest that, in the view of such supervisor, such Reset Rate of Interest is no longer representative of an underlying market or the methodology to calculate such Reset Rate of Interest has materially changed; or

(vi) it has or will become unlawful for the Agent or the Issuer to calculate any payments due to be made to any Holder using the relevant Reset Rate of Interest (including, without limitation, under the Benchmark Regulation (EU) 2016/1011, if applicable).

Relevant Nominating Body means, in respect of a reference rate:

(i) the central bank for the currency to which such reference rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which such reference rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate, (c) a group of the aforementioned central banks or other supervisory authorities, or (d) the Financial Stability Board or any part thereof.

Successor Reference Rate means the rate that the relevant Independent Adviser or the Issuer (as applicable) determines is a successor to or replacement of the Reset Rate of Interest which is formally recommended by any Relevant Nominating Body.

4.2 Interest cancellation

(a) *Optional cancellation of interest*

The Issuer may, in its sole discretion (but subject at all times to the requirements for mandatory cancellation of interest payments pursuant to Condition 4.2(b) (*Mandatory cancellation of interest*)), at any time elect to cancel any interest payment (in whole or in part) which is otherwise due to be paid (**Optional Cancellation of Interest**).

(b) *Mandatory cancellation of interest*

The Issuer shall cancel (in whole or in part, as applicable) any interest payment otherwise due to be paid to the extent that:

(i) the payment of such interest, when aggregated with any interest payments or distributions paid or scheduled for payment in the then current Financial Year on the Capital Securities and all other own funds instruments (excluding any Tier 2 instruments) plus any principal write-ups, where applicable, would cause the amount of Distributable Items (if any) then available to the Issuer to be exceeded; or

(ii) the payment of such interest would cause, when aggregated together with other distributions of the kind referred to in Section 3:62b(2) Wft (implementing Article 141(2) CRD Directive), Section 3:62ba(2) Wft (implementing Article 141b(2) CRD Directive), Section 3a:11b Wft (implementing Article 16a BRRD) or Article 10a SRM Regulation or in any Applicable Banking Regulations plus any principal write-ups, where applicable, the Maximum Distributable Amount (if any) then applicable to the Issuer or the Group (as the case may be) to be exceeded; or

(iii) the Competent Authority orders the Issuer to cancel the payment of such interest;

together the **Mandatory Cancellation of Interest**.

Interest payments may also be cancelled in accordance with Condition 8 (*Principal Write-down and Principal Write-up*).

As used in these Conditions:

Distributable Items means, subject as otherwise defined in the Applicable Banking Regulations from time to time:

(a) the amount of the Issuer's profits at the end of the financial year immediately preceding the Financial Year in which the relevant Interest Payment Date falls plus any profits brought forward and reserves available for that purpose before distributions to holders of own funds instruments (excluding, for the avoidance of doubt, any Tier 2 instruments); less

(b) any losses brought forward, any profits which are non-distributable pursuant to applicable European Union law or Dutch law or the Issuer's articles of association (*statuten*) and sums placed to non-distributable reserves in accordance with applicable Dutch law or the Issuer's articles of association (*statuten*), in each case with respect to the specific category of own funds instruments to which European Union law, Dutch law or the Issuer's articles of association relate,

such profits, losses and reserves being determined on the basis of the Issuer's non-consolidated accounts.

Maximum Distributable Amount means any maximum distributable amount (*maximaal uitkeerbare bedrag*) relating to the Issuer or the Group (as the case may be) required to be calculated pursuant to Section 3:62b(2) Wft (implementing Article 141(2) CRD Directive), Section 3:62ba(2) Wft (implementing Article 141b(2) CRD IV Directive), Section 3a:11(b) Wft (implementing Article 16a BRRD) or Article 10a SRM Regulation or any equivalent requirement in the Applicable Banking Regulations to calculate a maximum distributable amount.

(c) *Notice of cancellation of interest*

Upon the Issuer electing (pursuant to Condition 4.2(a) (*Optional cancellation of interest*) or determining that it shall be required (pursuant to Condition 4.2(b) (*Mandatory cancellation of interest*) to cancel (in whole or in part) any interest payment, the Issuer shall as soon as reasonably practicable give notice to the Holders in accordance with Condition 16 (*Notices*) and the Agent, specifying the amount of the relevant cancellation and, accordingly, the amount (if any) of the relevant interest that will be paid on the relevant Interest Payment Date; provided, however, that any failure to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such cancellation or deemed cancellation of interest, or give Holders any rights as a result of such failure.

In the absence of such notice being given, if the Issuer does not make an interest payment on the relevant due date (or if the Issuer elects to make a payment of a portion, but not all, of such interest payment), such non-payment shall evidence the Issuer's exercise of its discretion or obligation to cancel such interest payment (or the portion of such interest payment not paid), and accordingly such interest (or the portion thereof not paid) shall not be due and payable.

If the Issuer provides notice to cancel a portion, but not all, of an interest payment and the Issuer subsequently does not make a payment of the remaining portion of such interest on the relevant interest payment date, such non-payment shall evidence the Issuer's exercise of its discretion to cancel such remaining portion of interest, and accordingly such remaining portion of interest shall also not be due and payable.

(d) *Interest non-cumulative; no event of default*

Any interest (or part thereof) not paid by reason of Optional Cancellation of Interest or Mandatory Cancellation of Interest above or pursuant to Condition 8.1(c) (*Cancellation of interest and Principal Write-down*) shall be cancelled and shall not:

(i) accumulate or be payable at any time thereafter and Holders shall have no further rights or claims in respect of any interest (or part thereof) not paid, whether in the case of bankruptcy (*faillissement*), liquidation (*liquidatie*) or the dissolution or winding up (*ontbinding en vereffening*) of the Issuer or otherwise;

(ii) constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever;

(iii) entitle the Holders to any compensation or to take any action to cause the bankruptcy (*faillissement*), liquidation (*liquidatie*), dissolution or winding up (*ontbinding en vereffening*) of the Issuer; and

(iv) in any way impose restrictions on the Issuer, including (but not limited to) restricting the Issuer from making any distribution or equivalent payment in connection with Junior Obligations or Parity Obligations.

5. Payments

(a) *Principal*

Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Capital Securities at the Specified Office of any Paying Agent outside

the United States by transfer to a Euro account (or other account to which Euro may be credited or transferred) maintained by the payee with, a bank in a city in which banks have access to T2.

(b) *Interest*

Payments of interest shall, subject to paragraph (g) (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (*provided that* payment is made in full) surrender of the appropriate Coupons at the Specified Office of any Paying Agent outside the United States in the manner described in paragraph (a) (*Principal*) above.

(c) *Global Form*

Payments of principal and interest (if any) in respect of Capital Securities represented by a Global Capital Security will (subject as provided below) be made in the manner specified above in relation to definitive Capital Securities and otherwise in the manner specified in the relevant Global Capital Security, where applicable, against presentation or surrender, as the case may be, of such Global Capital Security at the Specified Office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such Global Capital Security either by such Paying Agent to which it was presented or in the records of relevant Securities Settlement System.

The holder of a Global Capital Security shall be the only person entitled to receive payments in respect of Capital Securities represented by such Global Capital Security and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Capital Security in respect of each amount so paid. Each of the persons shown in the records of relevant Securities Settlement System as the beneficial holder of a particular nominal amount of Capital Securities represented by such Global Capital Security must look solely to the relevant Securities Settlement System, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Capital Security. No person other than the holder of such Global Capital Security shall have any claim against the Issuer in respect of any payments due on that Global Capital Security.

(d) *Payments subject to fiscal or other laws*

All payments in respect of the Capital Securities are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 10 (*Taxation*).

(e) *Deduction for unmatured Coupons*

If a Capital Security is presented without all unmatured Coupons relating thereto, then:

(i) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(ii) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(A) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the **Relevant Coupons**) being equal to the amount of principal due for payment; *provided, however, that* where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(B) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; *provided, however, that*, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in paragraph (a) (*Principal*) above against presentation and (*provided that* payment is made in full) surrender of the relevant missing Coupons at any time before the expiry of ten years after the Relevant Date (as defined in Condition 10.1 (*Payment without Withholding*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due. No payments will be made in respect of void Coupons.

(f) *Payments on Business Days*

If the due date for payment of any amount in respect of any Capital Security or Coupon is not a Business Day in the place of presentation, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(g) *Payments other than in respect of matured Coupons*

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Capital Securities at the Specified Office of any Paying Agent outside the United States.

(h) *Partial payments*

If a Paying Agent makes a partial payment in respect of any Capital Security or Coupon presented to it for payment, such Paying Agent will endorse thereon a statement indicating the amount and the date of such payment.

6. Redemption and Purchase

6.1 No fixed maturity

The Capital Securities are perpetual and have no fixed maturity date. The Capital Securities will become repayable only as provided in this Condition 6 (*Redemption and Purchase*) and in Condition 12 (*Limited Remedies in case of Non-Payment*).

6.2 Redemption at the Option of the Issuer

Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), the Issuer may, at its option, having given:

(a) not less than 5 nor more than 15 calendar days' notice to the Holders in accordance with Condition 16 (*Notices*); and

(b) notice to the Agent not less than 2 Business Days before the giving of the notice referred to in (a),

(which notices shall, subject as provided in Condition 6.7 (*Conditions for Redemption and Purchase*), be irrevocable and shall specify the date fixed for redemption), redeem all (but not some only) of the Capital Securities on (i) any calendar day during the period commencing on (and including) the First Call Date to (and including) the First Reset Date and (ii) on each Interest Payment Date after the First Reset Date at their Prevailing Principal Amount, together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with these Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).

6.3 Redemption for Taxation Reasons

Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), if, on the occasion of the next payment due under the Capital Securities, a Tax Event has occurred, then the Issuer, after having given not less than 5 nor more than 15 calendar days' notice to the Holders in accordance with Condition 16 (*Notices*) and the Agent (which notice shall, subject as provided in Condition 6.7 (*Conditions for Redemption and Purchase*), be irrevocable) may, at its option, redeem the Capital Securities in whole (but not in part), at any time at their Prevailing Principal Amount together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with these Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).

The Competent Authority may only permit the Issuer to redeem the Capital Securities before the date falling on the fifth anniversary of the Issue Date on the occurrence of a Tax Event if, without prejudice to Condition 6.7 (*Conditions for Redemption and Purchase*) below, the Tax Event constitutes a change in the applicable tax treatment of the Capital Securities and the Issuer demonstrates to the satisfaction of the Competent Authority that such change is material and was not reasonably foreseeable at the time of their issuance.

Tax Event means that as a result of, or in connection with, any change in, or amendment to, or proposed amendment to, the laws or regulations of, or applicable in, the Netherlands or any political subdivision thereof or any authority or agency thereof or therein having power to tax, or any change in the application or official interpretation or the pronouncement by any relevant tax authority that differs from the previously generally accepted position in relation to the Capital Securities, which change or amendment becomes effective on or after the Issue Date (a) to the extent (prior to the relevant (proposed) amendment, change or pronouncement) the Issuer is entitled to claim full or substantially full relief for the purposes of Dutch corporate income tax for any interest payable under the Capital Securities, it will not obtain full or substantially full relief for the purposes of Dutch corporate income tax for any interest payable under the Capital Securities, or (b) on the occasion of the next payment due under the Capital Securities, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 10 (*Taxation*).

6.4 Redemption upon a Capital Event

Subject to Condition 6.7 (*Conditions for Redemption and Purchase*), upon the occurrence of a Capital Event, the Issuer may at its option, having given not less than 5 nor more than 15 calendar days' notice to the Holders in accordance with Condition 16 (*Notices*) and the Agent (which notice shall, subject as provided in Condition 6.7 (*Conditions for Redemption and Purchase*), be irrevocable), redeem the Capital Securities, in whole (but not in part), at any time at their Prevailing Principal Amount together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with these Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*).

The Competent Authority may only permit the Issuer to redeem the Capital Securities before the date falling on the fifth anniversary of the Issue Date on the occurrence of a Capital Event if, without prejudice to Condition 6.7 (*Conditions for Redemption and Purchase*), the Competent Authority considers the Capital Event sufficiently certain and the Issuer demonstrates to the satisfaction of the Competent Authority that the Capital Event was not reasonably foreseeable at the time of their issuance.

A **Capital Event** shall occur if there is a change in the regulatory classification of the Capital Securities that has resulted or would be likely to result in the Capital Securities being excluded, in whole or in part, from the Additional Tier 1 Capital of the Issuer or the Group or reclassified as own funds of a lower quality of the Issuer or the Group, which change in regulatory classification (or reclassification) becomes effective on or after the Issue Date. For the avoidance of doubt, a Capital Event shall not be deemed to have occurred in case of a partial exclusion of the Capital Securities as a result of (i) a Principal Write-down or (ii) a change in the regulatory assessment of the tax effects of a Principal Write-down.

6.5 Clean-Up Redemption

Subject to Condition 6.7 (*Conditions for Redemption and Repurchase*), the Issuer, at any time after the Issue Date, after having given not less than 5 nor more than 15 calendar days' notice to the Holders in accordance with Condition 16 (*Notices*) and the Agent (which notice shall, subject as provided in Condition 6.7 (*Conditions for Redemption and Repurchase*), be irrevocable) may, at its option, redeem the Capital Securities in whole (but not in part), at their Prevailing Principal Amount together with accrued and unpaid interest (excluding interest which has been cancelled or deemed cancelled in accordance with these Conditions) to, but excluding, the date of redemption and any additional amounts payable in accordance with Condition 10 (*Taxation*) if 75 per cent. (seventy-five per cent.) or more of the Capital Securities originally issued has been purchased and cancelled at the time of such election, save that any such redemption may only take place within 5 years after the Issue Date subject to, if and to the extent then required by Applicable Banking Regulations at the relevant time, the Issuer having before or at the same time as such purchase, replaced the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority having permitted such redemption on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances.

6.6 Purchases

The Issuer or any of its subsidiaries may at their option (but subject to the provisions of Condition 6.7 (*Conditions for Redemption and Purchase*)) purchase Capital Securities (provided that, in the case of definitive Capital Securities, all unmatured Coupons and Talons appertaining thereto are purchased therewith) in the open market or otherwise and at any price, save that any

such purchase may only take place within 5 years after the Issue Date subject to, if and to the extent then required by Applicable Banking Regulations at the relevant time, (i) the Issuer having before or at the same time as such purchase, replaced the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority having permitted such purchase on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances or (ii) the Capital Securities being purchased for market making purposes in accordance with Applicable Banking Regulations. Such Capital Securities may be held, re-issued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

6.7 Conditions for Redemption and Purchase

(a) *General conditions for redemption and purchase*

Any optional redemption of Capital Securities pursuant to Condition 6.2 (*Redemption at the Option of the Issuer*), 6.3 (*Redemption for Taxation Reasons*), 6.4 (*Redemption upon a Capital Event*) or Condition 6.5 (*Clean-Up Redemption*) and any purchase of Capital Securities pursuant to Condition 6.6 (*Purchases*) are subject to the following conditions, in the case of (i), (ii) and (iii) however only if and to the extent then required by Applicable Banking Regulations.

The Capital Securities may only be redeemed or purchased (as applicable) if the following conditions are met:

(i) the Competent Authority having given its prior written permission to such redemption or purchase pursuant to Article 77 CRR;

(ii) the Issuer having demonstrated to the satisfaction of the Competent Authority that the Issuer complies with Article 78 CRR (or any equivalent or substitute provision under Applicable Banking Regulations), which may include (a) the replacement of the Capital Securities with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer or (b) that the own funds and eligible liabilities of the Issuer would, following such redemption or purchase, exceed its minimum own funds and eligible liabilities requirements (including any applicable buffer requirements) by a margin that the Competent Authority considers necessary at such time;

(iii) if, in the case of a redemption as a result of a Tax Event, an opinion of a recognised law firm of international standing has been delivered to the Issuer, to the effect that the relevant Tax Event has occurred; and

(iv) notwithstanding the above conditions, if, at the time of such redemption or repurchase, the prevailing Applicable Banking Regulations permit the repayment or repurchase only after compliance with one or more alternative or additional pre-conditions to those set out in this Condition 6.7(a) (*General conditions for redemption and repurchase*), the Issuer having complied with such other and/or (as appropriate) additional pre-condition(s).

For the avoidance of doubt, any refusal of the Competent Authority to grant permission shall not constitute a default for any purpose.

(b) *Occurrence of Trigger Event supersedes notice of redemption*

If the Issuer has given a notice of redemption of the Capital Securities pursuant to Condition 6.2 (*Redemption at the Option of the Issuer*), Condition 6.3 (*Redemption for Taxation Reasons*), Condition 6.4 (*Redemption upon a Capital Event*) or Condition 6.5 (*Clean-Up Redemption*) and, after giving such notice but prior to the relevant redemption date, a Trigger Event has occurred, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect, the Capital Securities will not be redeemed on the scheduled redemption date and, instead, a Principal Write-down shall occur in respect of the Capital Securities as described under Condition 8 (*Principal Write-down and Principal Write-up*).

Following the occurrence of a Trigger Event, the Issuer shall not be entitled to give a notice of redemption of the Capital Securities pursuant to Condition 6.2 (*Redemption at the Option of the Issuer*), Condition 6.3 (*Redemption for Taxation Reasons*), Condition 6.4 (*Redemption upon a Capital Event*) or Condition 6.5 (*Clean-Up Redemption*) before the Trigger Event Write-Down Date.

6.8 Cancellations

All Capital Securities which are redeemed, and all Capital Securities which are purchased and surrendered to the Agent for cancellation, will (subject to Condition 6.7 (*Conditions for Redemption and Purchase*)) forthwith be cancelled (together, in the case of definitive Capital Securities, with all unmatured Coupons attached thereto or surrendered therewith at the time of redemption).

7. Substitution and Variation

7.1 Substitution and variation

Subject to Condition 7.2 (*Conditions to substitution and variation*) and 7.3 (*Occurrence of Trigger Event following notice of substitution or variation*), if a Capital Event or a Tax Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*) the Issuer may at its option but without any requirement for the consent or approval of the Holders, upon not less than 5 nor more than 15 calendar days' notice to the Holders in accordance with Condition 16 (*Notices*) and upon notice to the Agent (which notice shall, subject as provided in Condition 7.3 (*Occurrence of Trigger Event following notice of substitution or variation*), be irrevocable), substitute all (but not some only) of the Capital Securities or vary the terms of all (but not some only) of the Capital Securities provided that they remain or, as appropriate, become compliant with Applicable Banking Regulations with respect to Additional Tier 1 Capital and that such substitution or variation shall not result in terms that are materially less favourable to the Holders other than in respect of the effectiveness and enforceability of Condition 9 (*Statutory Loss Absorption or Recapitalisation*) (as reasonably determined by the Issuer).

Following such variation or substitution in accordance with the above (and following any substitution for the purpose of Condition 8.4 (*New ISINs*)), the resulting securities shall (1) have a ranking at least equal to that of the Capital Securities, (2) have at least the same interest rate as the Capital Securities, (3) have the same interest payment dates as the Capital Securities, (4) have the same redemption rights as the Capital Securities, (5) preserve any existing rights under the Capital Securities to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of variation or substitution, (6) have assigned (or maintain) credit ratings at least equal to those assigned to the Capital Securities immediately prior to such variation or substitution which ratings were solicited

by the Issuer and (7) if the Capital Securities were listed immediately prior to such variation or substitution, be listed on a recognised stock exchange.

Such substitution or variation will be effected without any cost or charge to the Holders.

7.2 Conditions to substitution and variation

Any substitution or variation of the Capital Securities pursuant to Condition 7.1 (*Substitution and variation*) is subject to compliance with any conditions prescribed under Applicable Banking Regulations, including the prior permission of the Competent Authority (if required). For the avoidance of doubt, the Competent Authority has discretion as to whether or not it will approve any such substitution or variation of the Capital Securities.

7.3 Occurrence of Trigger Event following notice of substitution or variation

If the Issuer has given a notice of substitution or variation of the Capital Securities pursuant to Condition 7.1 (*Substitution and variation*) and, after giving such notice but prior to the date of such substitution or variation (as the case may be), a Trigger Event has occurred, the Issuer shall:

(i) only be entitled to proceed with the proposed substitution or variation (as the case may be) provided that such substitution or variation will not affect the timely operation of the Principal Write-down in accordance with Condition 8.1 (*Principal Write-down*); and

(ii) as soon as reasonably practicable, give Holders notice in accordance with Condition 16 (*Notices*) and give notice to the Agent specifying whether or not the proposed substitution or variation (as the case may be) will proceed and, if so, whether any amendments to the substance and/or timing of such substitution or variation (as applicable) will be made.

If the Issuer determines that the proposed substitution or variation (as the case may be) will not proceed, the notice given in accordance with Condition 7.1 (*Substitution and variation*) shall be rescinded and of no force and effect.

8. Principal Write-down and Principal Write-up

8.1 Principal Write-down

(a) *Trigger Event*

Upon the occurrence of a Trigger Event, a Principal Write-down will occur without delay but no later than within one month or such shorter period as may be required by the Competent Authority (such date being a **Trigger Event Write-down Date**), all in accordance with this Condition 8.1 (*Principal Write-down*).

(b) *Trigger Event Write-down Notice*

Upon the occurrence of a Trigger Event, the Issuer shall:

(i) immediately notify the Competent Authority that a Trigger Event has occurred;

(ii) determine the Write-down Amount as soon as possible and no later than the relevant Trigger Event Write-down Date; and

(iii) give notice to Holders (a **Trigger Event Write-down Notice**) in accordance with Condition 16 (*Notices*) and notify the Agent, which notices shall specify (A) that a Trigger Event has occurred, (B) the Trigger Event Write-down Date and (C) if it has then been determined, the Write-down Amount.

The determination that a Trigger Event has occurred, including the underlying calculations, the Trigger Event Write-down Notice and the Issuer's determination of the relevant Write-down Amount shall be irrevocable and be binding on the Holders.

If the Write-down Amount has not been determined at the time the Issuer gives the Trigger Event Write-down Notice, the Issuer shall, as soon as reasonably practicable following such determination having been made, give a further notice to Holders in accordance with Condition 16 (*Notices*) and notify the Agent, confirming the Write-down Amount. Failure to provide any notice referred to in this Condition will not have any impact on the effectiveness of, or otherwise invalidate, any such Principal Write-down or give Holders any rights as a result of such failure.

(c) *Cancellation of interest and Principal Write-down*

On a Trigger Event Write-down Date, the Issuer shall:

(i) irrevocably cancel all interest accrued on each Capital Security up to (and including) the Trigger Event Write-down Date (whether or not the same has become due at such time); and

(ii) irrevocably reduce the then Prevailing Principal Amount of each Capital Security by the relevant Write-down Amount (such reduction being referred to as a **Principal Write-down**, and **Written Down** being construed accordingly) with effect from the Trigger Event Write-down Date, such Principal Write-down to be effected, save as may be otherwise required by Applicable Banking Regulations and/or the Competent Authority and subject to Condition 8.1(e) (*Consequences of a write-down or conversion*), *pro rata* and concurrently with the Principal Write-down of the other Capital Securities and the write-down or conversion into equity (as the case may be) of the then prevailing principal amount of any Parity Loss Absorbing Instruments.

Condition 4.2 (*Interest cancellation*) shall apply accordingly in respect of interest payments cancelled on a Trigger Event Write-down Date in accordance with Condition 8 (*Principal Write-down and Principal Write-up*).

In addition, the Competent Authority shall be entitled to write down the Capital Securities in accordance with its statutory powers, as more fully described in Condition 9 (*Statutory Loss Absorption or Recapitalisation*).

(d) *Write-down Amount*

In these Conditions, **Write-down Amount** means, on any Trigger Event Write-down Date, the amount by which the then Prevailing Principal Amount of each outstanding Capital Security is to be Written Down and which is calculated per Calculation Amount of such Capital Security, being the minimum of:

(i) the amount per Calculation Amount (together with, subject to Condition 8.1(e) (*Consequences of a write-down or conversion*), the concurrent pro rata Principal Write-down of the other Capital Securities and the write-down or conversion into equity of the prevailing principal amount of any Parity Loss Absorbing Instruments and the

prior or concurrent write down or conversion into equity of all of the outstanding principal amount of any Prior Loss Absorbing Instruments) that would be sufficient to immediately restore the Issuer CET1 Ratio and the Group CET1 Ratio (as the case may be) to not less than 5.125 per cent., provided that, with respect to each Prior Loss Absorbing Instrument and/or Parity Loss Absorbing Instrument (if any), such pro rata write down and/or conversion shall only be taken into account to the extent required to restore the Issuer CET1 Ratio and the Group CET1 Ratio (as the case may be) contemplated above to the lower of (x) such Prior Loss Absorbing Instrument's and/or Parity Loss Absorbing Instrument's trigger level and (y) the trigger level in respect of which the relevant Trigger Event under the Capital Securities has occurred, in each case, in accordance with the terms of the relevant instruments and the Applicable Banking Regulations; or

(ii) the amount necessary to reduce the Prevailing Principal Amount of the Capital Security to one cent.

The Write-down Amount for each Capital Security will therefore be the product of the amount calculated in accordance with this Condition 8.1(d) per Calculation Amount and the Prevailing Principal Amount of each Capital Security divided by the Calculation Amount (in each case immediately prior to the relevant Trigger Event Write-down Date).

In calculating any amount in accordance with Condition 8.1(d)(i), the Common Equity Tier 1 Capital (if any) generated as a result of the cancellation of interest pursuant to Condition 8.1(c)(i) shall not be taken into account.

(e) *Consequences of a write-down or conver*sion

To the extent the write-down or conversion into equity of any Prior Loss Absorbing Instruments and/or Parity Loss Absorbing Instruments is not effective for any reason (i) the ineffectiveness of any such write-down or conversion into equity shall not prejudice the requirement to effect a Principal Write-down of the Capital Securities pursuant to Condition 8.1 (*Principal Write-down*) and (ii) the write-down or conversion into equity of any Prior Loss Absorbing Instruments and/or Parity Loss Absorbing Instruments which is not effective shall not be taken into account in determining the Write-down Amount of the Capital Securities.

Any Parity Loss Absorbing Instruments and/or Prior Loss Absorbing Instruments that may be written down or converted to equity in full (save for any one cent floor) but not in part only shall be treated for the purposes only of determining the relevant pro rata amounts in Condition 8.1(ii) and 8.1(i) as if their terms permitted partial write-down or conversion into equity.

(f) *No default*

Any Principal Write-down of the Capital Securities shall not:

(i) constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever;

(ii) constitute the occurrence of any event related to the insolvency of the Issuer or entitle the Holders to any compensation or to take any action to cause the bankruptcy (*faillissement*), liquidation (*liquidatie*), dissolution or winding up (*ontbinding en vereffening*) of the Issuer.

The Holders shall have no further rights or claims against the Issuer (whether in the case of bankruptcy (*faillissement*), liquidation (*liquidatie*) or the dissolution or winding up (*ontbinding*

en vereffening) of the Issuer or otherwise) with respect to any interest cancelled and any principal Written Down in accordance with this condition (including, but not limited to, any right to receive accrued but unpaid and future interest or any right of repayment of principal, but without prejudice to their rights in respect of any reinstated principal following a Principal Write-up pursuant to Condition 8.2 (*Principal Write-up*)).

(g) *Principal Write-down may occur on one or more occasions*

A Principal Write-down may occur on one or more occasions and accordingly the Capital Securities may be Written Down on one or more occasions (provided, however, that the principal amount of a Capital Security shall never be reduced to below one cent).

8.2 Principal Write-up

(a) *Principal Write-up*

Subject to compliance with the Applicable Banking Regulations, if a positive Net Profit is recorded (a **Return to Financial Health**) at any time while the Prevailing Principal Amount is less than the Original Principal Amount, the Issuer may, at its full discretion but subject to Conditions 8.2(b) (*Maximum Distributable Amount*), 8.2(c) (*Maximum Write-up Amount)* and 8.2(d) (*Principal Write-up and Trigger Event*) increase the Prevailing Principal Amount of each Capital Security (a **Principal Write-up**) up to a maximum of its Original Principal Amount on a *pro rata* basis with the other Capital Securities and with any other Discretionary Temporary Write-down Instruments capable of being written-up in accordance with their terms at the time of the Principal Write-up (based on the then prevailing principal amounts thereof), provided that the Maximum Write-up Amount is not exceeded as determined in accordance with Condition 8.2(c) (*Maximum Write-up Amount*) below.

Any Principal Write-up Amount will be subject to the same terms and conditions as set out in these Conditions.

For the avoidance of doubt, the principal amount of a Capital Security shall never be increased to above its Original Principal Amount.

(b) *Maximum Distributable Amount*

A Principal Write-up of the Capital Securities shall not be effected in circumstances which (when aggregated together with relevant distributions of the Issuer of the kind referred to in Section 3:62b(2) Wft (implementing Article 141(2) CRD Directive), Section 3:62ba(2) Wft (implementing Article 141b(2) CRD Directive), Section 3a:11(b) Wft (implementing Article 16a BRRD) or Article 10a SRM Regulation or in any Applicable Banking Regulations which require a maximum distributable amount to be calculated and taken into account for this purpose) would cause the Maximum Distributable Amount (if any) to be exceeded, if required to be calculated at such time.

(c) *Maximum Write-up Amount*

A Principal Write-up of the Capital Securities will not be effected at any time in circumstances to the extent the sum of:

(i) the aggregate amount of the relevant Principal Write-up on all the Capital Securities;

(ii) the aggregate amount of any interest on the Capital Securities that was paid or calculated (but disregarding any such calculated interest which has been cancelled) on

the basis of a Prevailing Principal Amount that is lower than the Original Principal Amount at any time after the end of the then previous Financial Year;

(iii) the aggregate amount of the increase in principal amount of each Discretionary Temporary Write-down Instrument to be written-up at the time of the relevant Principal Write-up and the increase in principal amount of the Capital Securities or any Discretionary Temporary Write-down Instruments resulting from any previous write-up since the end of the then previous Financial Year; and

(iv) the aggregate amount of any interest payments on each Loss Absorbing Instrument (other than the Capital Securities) that were paid or calculated (but disregarding any such calculated interest which has been cancelled) on the basis of a prevailing principal amount that is lower than the original principal amount at which such Loss Absorbing Instrument was issued at any time after the end of the then previous Financial Year,

would exceed the Maximum Write-up Amount.

In these Conditions, the **Maximum Write-up Amount** means the Net Profit (i) multiplied by the aggregate issued original principal amount of all Written-Down Additional Tier 1 Instruments, and (ii) divided by the Tier 1 Capital of the Issuer as at the date when the Principal Write-up is operated, both (i) and (ii) as calculated on a solo or consolidated basis (as applicable).

(d) *Principal Write-up and Trigger Event*

A Principal Write-up will not be effected whilst a Trigger Event has occurred and is continuing. Further, a Principal Write-up will not be effected in circumstances where such Principal Write-up (together with the simultaneous write-up of all other Discretionary Temporary Write-down Instruments) would cause a Trigger Event to occur.

(e) *Principal Write-up may occur on one or more occasions*

Principal Write-up may be made on one or more occasions until the Prevailing Principal Amount of the Capital Securities has been reinstated to the Original Principal Amount.

Any decision by the Issuer to effect or not to effect any Principal Write-up on any occasion shall not preclude it from effecting (in the circumstances permitted by this Condition 8.2 (*Principal Write-up*)) or not effecting any Principal Write-up on any other occasion.

(f) *Notice of Principal Write-up*

The Issuer shall, as soon as reasonably practicable following its formal decision to effect a Principal Write-up in respect of the Capital Securities and in any event not later than five Business Days prior to the date on which the Principal Write-up shall take effect, give notice of such Principal Write-up to the Holders in accordance with Condition 16 (*Notices*) and notify the Agent. Such notice shall confirm the amount of such Principal Write-up and the date on which such Principal Write-up is to take effect whereby the interest will be calculated as set out in Condition 4.1(e) (*Calculation of interest amounts and any broken amounts*).

8.3 Foreign Currency Instruments

If, in connection with any Principal Write-down or Principal Write-up of the Capital Securities, any instruments are not denominated in the Accounting Currency at the relevant time (**Foreign Currency Instruments**, which may include the Capital Securities, any relevant Parity Loss Absorbing Instruments and/or any relevant Prior Loss Absorbing Instruments, as applicable), the

determination of the relevant Write-down Amount or Write-up Amount (as the case may be) in respect of the Capital Securities and the relevant write-down (or conversion into equity) amount or write-up amount (as the case may be) of Parity Loss Absorbing Instruments and/or Prior Loss Absorbing Instruments shall be determined by the Issuer based on the relevant foreign currency exchange rate used by the Issuer in the preparation of its regulatory capital returns under the Applicable Banking Regulations.

8.4 New ISINs

For operational reasons, any Principal Write-Down and any Principal Write-up may require the Securities Settlement System to substitute each Capital Security with a new security of the Prevailing Principal Amount (but otherwise on the same terms) which could be identified by a different international securities identification number (ISIN). Whether the ISIN is to change will be notified to the Holders in accordance with Condition 16 (*Notices*) and will be notified to the Agent.

9. Statutory Loss Absorption or Recapitalisation

Capital Securities may become subject to the determination by the Resolution Authority or the Issuer (following instructions from the Resolution Authority) that without the consent of the Holders (a) all or part of the nominal amount of the Capital Securities must be written down, reduced, cancelled or otherwise be applied to absorb losses, subject to write-up by the Resolution Authority (such loss absorption, **Statutory Loss Absorption**) or (b) all or part of the nominal amount of the Capital Securities must be converted into claims which may give right to CET1 instruments (such conversion, **Recapitalisation**) all as prescribed by the Applicable Resolution Framework. Upon any such determination:

(i) the relevant proportion of the outstanding nominal amount of the Capital Securities subject to Statutory Loss Absorption or Recapitalisation shall be written down, reduced, cancelled or otherwise be applied to absorb losses or converted into claims which may give right to CET1 instruments, as prescribed by the Applicable Resolution Framework;

(ii) Holders shall have no further rights or claims, whether in the case of bankruptcy (*faillissement*), liquidation (*liquidatie*) or the dissolution or winding up (*ontbinding en vereffening*) of the Issuer or otherwise in respect of any amount written down, reduced, cancelled, converted into claims which may give rise to CET 1 instruments or otherwise as a result of such Statutory Loss Absorption or Recapitalisation, including, but not limited to, any right to receive future interest or any right of repayment;

(iii) any right to receive accrued but unpaid interest in respect of any amount written down, reduced, cancelled, converted into claims which may give right to CET1 instruments or otherwise as a result of such Statutory Loss Absorption or Recapitalisation, to the extent not cancelled pursuant to Condition 4.2 (*Interest cancellation*), may also be subject to Statutory Loss Absorption or Recapitalisation with due observance of Section 212rf of the Dutch Bankruptcy Act (*Faillissementswet*);

(iv) such Statutory Loss Absorption or Recapitalisation shall not constitute an event of default of the Issuer or a breach of the Issuer's other obligations or duties or a failure to perform by the Issuer in any manner whatsoever; and

(v) such Statutory Loss Absorption or Recapitalisation shall not constitute the occurrence of any event related to the insolvency of the Issuer or entitle the Holders to any compensation or to take any action to cause the bankruptcy (*faillissement*), liquidation (*liquidatie*), dissolution or winding up (*ontbinding en vereffening*) of the Issuer.

In addition, subject to the determination by the relevant Resolution Authority and without the consent of the Holders, the Capital Securities may be subject to other resolution measures as envisaged under the Applicable Resolution Framework, such as replacement or substitution of the Issuer, transfer of the Capital Securities, expropriation of Holders, modification of the terms of the Capital Securities, suspension of any payment or delivery obligations of the Issuer under or in connection with the Capital Securities and/or suspension or termination of the listings of the Capital Securities (any such suspension, a **Moratorium**). Such determination, the implementation thereof and the rights of Holders shall be as prescribed by the Applicable Resolution Framework, which may include the concept that, upon such determination, no Holder shall be entitled to claim any indemnification or payment in respect of any tax or other consequences arising from any such event. The occurrence of any Statutory Loss Absorption, Recapitalisation, Moratorium and/or any other event as described in this Condition 9 (*Statutory Loss Absorption or Recapitalisation*) shall not constitute an event of default or the occurrence of any event related to the insolvency of the Issuer or entitle the Holders to take any action to cause the bankruptcy (*faillissement*), liquidation (*liquidatie*), dissolution or winding up (*ontbinding en vereffening*) of the Issuer.

The Issuer shall as soon as practicable give notice to the Holders in accordance with Condition 16 (*Notices*) and give notice to the Agent that Statutory Loss Absorption or Recapitalisation has occurred and of the amount adjusted downwards upon the occurrence of Statutory Loss Absorption or Recapitalisation. Failure or delay to provide such notice will not have any impact on the effectiveness of, or otherwise invalidate, any such Statutory Loss Absorption or Recapitalisation or give Holders any rights as a result of such failure or delay.

Upon any write down or conversion of a proportion of the principal amount of the Capital Securities as a result of Statutory Loss Absorption or Recapitalisation, any reference in these Conditions to principal, nominal amount, principal amount, Original Principal Amount or Prevailing Principal Amount shall be deemed to be to the amount resulting after such write down or conversion.

10. Taxation

10.1 Payment without Withholding

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

(a) in respect of payment of any Prevailing Principal Amount; or

(b) presented for payment by or on behalf of a Holder or Couponholder who is liable for such taxes or duties in respect of such Capital Security or Coupon by reason of his

having some connection with the Netherlands other than the mere holding of such Capital Security or Coupon or the receipt of principal or interest in respect thereof; or

(c) presented for payment by or on behalf of a Holder or Couponholder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or

(d) where such withholding or deduction is required pursuant to the application of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) as amended from time to time, on payments due by the Issuer to a Holder or Couponholder affiliated (*gelieerd*) to it within the meaning of the Dutch Withholding Tax Act 2021 as at the date of this Prospectus; or

(e) presented for payment more than 30 calendar days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth calendar day assuming that day to have been a Business Day.

The Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service (**FATCA Withholding**) as a result of a Holder, Couponholder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA Withholding. The Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, any Paying Agent or any other party.

As used herein, the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 16 (*Notices*).

10.2 Additional Amounts

Any reference in these Conditions to any amounts (including any payments or cancellation of interest) in respect of the Capital Securities shall be deemed also to include any additional amounts which may be payable under this Condition 10 (*Taxation*). For the avoidance of doubt, additional amounts shall only be payable to the extent the Issuer has sufficient Distributable Items and such payment would not cause the Maximum Distributable Amount, if any, to be exceeded, if required to be calculated at such time.

11. Prescription

The Capital Securities and Coupons will become void unless claims in respect of principal and/or interest are made within a period of five years after the Relevant Date (as defined in Condition 10.1 (*Payment without Withholding*)) therefor.

Any Coupon sheet issued on exchange of a Talon shall not include any Coupon which payment claim would be void pursuant to this Condition or Condition 5(e) or any Talon which would be void pursuant to Condition 5(e) (*Deduction for unmatured Coupons*).

12. Limited Remedies in case of Non-Payment

Any failure by the Issuer to pay interest or the Prevailing Principal Amount when due in respect of the Capital Securities shall not constitute an event of default and does not give Holders any right to demand repayment of the Prevailing Principal Amount.

If any of the following events shall have occurred and be continuing:

(i) the Issuer is declared bankrupt (*failliet*); or

(ii) an order is made or an effective resolution is passed for the winding up or liquidation of the Issuer unless this is done in connection with a merger, consolidation or other form of combination with another company and such company assumes all obligations contracted by the Issuer in connection with the Capital Securities,

then any Holder may, by written notice to the Issuer at its specified office, effective upon the date of receipt thereof by the Issuer, declare the Capital Security held by the Holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Prevailing Principal Amount and any accrued but unpaid interest from the previous Interest Payment Date up to (but excluding) the date of repayment (to the extent payment of such interest amount is not cancelled pursuant to Condition 4.2 (*Interest cancellation*), without presentment, demand, protest or other notice of any kind provided that repayment of Capital Securities will only be effected after the Issuer has obtained the prior written permission of the Competent Authority provided that at the relevant time such permission is required.

No remedy against the Issuer other than as referred to in this Condition 12 (*Limited Remedies in case of Non-Payment*) shall be available to the Holders, whether for recovery of amounts owing in respect of the Capital Securities or in respect of any breach by the Issuer of any of its obligations under or in respect of the Capital Securities.

13. Replacement of Capital Securities, Coupons and Talons

Should any Capital Security, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the Specified Office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Capital Securities, Coupons or Talons must be surrendered before replacements will be issued.

14. Agent and Paying Agents

The names of the initial Agent and the other initial Paying Agents and their initial specified offices are set out below.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the Specified Office through which any Paying Agent acts, provided that:

(a) so long as the Capital Securities are listed on any stock exchange, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;

(b) there will at all times be a Paying Agent with a specified office in a city in continental Europe; and

(c) there will at all times be an Agent.

Any variation, termination, appointment or change shall only take effect (other than in the case of bankruptcy, when it shall be of immediate effect) after not less than 30 nor more than 45 calendar days' prior notice thereof shall have been given by the Issuer to the Holders in accordance with Condition 16 (*Notices*).

15. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon forming part of such Coupon sheet may be surrendered at the Specified Office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including a further Talon, subject to the provisions of Condition 11 (*Prescription*). Each Talon shall, for the purposes of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

Upon the due date for redemption of any Capital Security, any unexchanged Talon relating to such Capital Security shall become void and no Coupon will be delivered in respect of such Talon.

16. Notices

All notices regarding the Capital Securities shall be published (i) in at least one daily newspaper of wide circulation in the Netherlands, which is expected to be *Het Financieele Dagblad*, and (ii) for so long as the Capital Securities are listed on Euronext Amsterdam and Euronext Amsterdam so requires, by the delivery of the relevant notice to Euronext in Amsterdam and through a press release which will also be made available on the website of the Issuer (www.nibc.com). Any such notice will be deemed to have been given on the date of the first publication in the newspaper in which such publication is required to be made.

Until such time as any definitive Capital Securities are issued, there may (provided that, in the case of any publication required by a stock exchange, the rules of the stock exchange so permit), so long as the Global Capital Security is held in its entirety on behalf of the Securities Settlement System, be substituted for publication in the newspaper referred to above, the delivery of the relevant notice to the Securities Settlement System for communication by it to the Holders, provided that for so long as any Capital Securities are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will also be published in the manner required by those rules. Any such notice shall be deemed to have been given to the Holders on the day on which the said notice was given to the Securities Settlement System.

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Capital Security in definitive form) with the relative Capital Security or Capital Securities, with the Agent. Whilst any of the Capital Securities are represented by a Global Capital Security, such notice may be given by any Holder to the Agent via the Securities Settlement System in such manner as the Agent and the Securities Settlement System may approve for this purpose.

17. Meetings of Holders and Modification

17.1 Meetings of Holders

The Agency Agreement contains provisions for convening meetings of the Holders (including by way of conference call or by use of a videoconference platform) to consider matters relating to the Capital Securities, including the sanctioning by an Extraordinary Resolution of a modification of the Capital Securities, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Holders holding not less than five per cent. in Prevailing Principal Amount outstanding at such time. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in Prevailing Principal Amount outstanding at such time, or at any adjourned meeting one or more persons being or representing Holders whatever the Prevailing Principal Amount outstanding at such time so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Capital Securities or Coupons (including modifying any date for payment of principal or interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Capital Securities or altering the currency of payment of the Capital Securities or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in Prevailing Principal Amount outstanding at such time. An Extraordinary Resolution passed at any meeting of Holders shall be binding on all the Holders, whether or not they are present at the meeting, and on all Couponholders.

Convening notices shall be made in accordance with Condition 16 (*Notices*).

The Agency Agreement provides that, if authorised by the Issuer, (i) a resolution in writing signed by or on behalf of the Holders of not less than 75 per cent. in Prevailing Principal Amount outstanding at such time or (ii) consents given by way of electronic consents communicated through the electronic communications systems of the relevant Securities Settlement System in accordance with its operating procedures by or on behalf of the Holders of not less than 75 per cent. in Prevailing Principal Amount outstanding at such time, shall for all purposes be as valid and effective as an extraordinary resolution passed at a meeting of Holders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Holders through the Securities Settlement System. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

Resolutions of Holders will only be effective if such resolutions have been approved by the Issuer and, if so required, by the Competent Authority.

17.2 Modification

Subject to obtaining the permission therefor from the Competent Authority if so required, the Agent and the Issuer may agree, without the consent of the Holders or Couponholders, to:

(a) any modification (except as mentioned above) of the Agency Agreement which, in the sole opinion of the Issuer, is not materially prejudicial to the interests of the Holders and Couponholders; or

(b) any modification of the Capital Securities, the Coupons or the Agency Agreement which is, in the sole opinion of the Issuer (acting reasonably), of a formal, minor or

technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law; or

(c) effect a combination between the Group and the Issuer, by way of a legal merger or demerger (*juridische fusie of splitsing*), a transfer of assets and liabilities or otherwise and make any modification of the Capital Securities, the Coupons or the Agency Agreement which follows from such a combination, provided that such modification shall, in the sole opinion of the Issuer, not result in terms that are materially less favourable to the Holders (as reasonably determined by the Issuer).

Any such modification shall be binding on the Holders and the Couponholders and any such modification shall be notified to the Holders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

18. Further Issues

The Issuer may from time to time without the consent of the Holders or Couponholders create and issue further capital securities, having terms and conditions the same as those of the Capital Securities, or the same except for the amount and date of the first payment of interest, which may be consolidated and form a single series with the outstanding Capital Securities.

19. Governing Law and Submission to Jurisdiction

19.1 Governing Law

The Capital Securities, the Coupons and the Talons, any non-contractual obligations arising out of or in connection therewith and the choice of court agreement included in Condition 19.2 (*Jurisdiction*) are governed by, and shall be construed in accordance with, the laws of the Netherlands.

19.2 Jurisdiction

The Issuer irrevocably agrees, for the benefit of the Holders, the Couponholders and holders of Talons, that the courts of Amsterdam are to have exclusive jurisdiction to settle any disputes (**Dispute**) which may arise out of or in connection with the Capital Securities, the Coupons and/or the Talons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Capital Securities, the Coupons and/or the Talons) and accordingly submits to the exclusive jurisdiction of the Amsterdam courts.

19.3 Right to take proceedings outside the Netherlands

Condition 19.2 (*Jurisdiction*) is for the benefit of the Holders, the Couponholders and holders of Talons only. As a result, nothing in this Condition 19 (*Governing Law and Submission to Jurisdiction*) prevents any Holder, Couponholder or holder of Talons from taking proceedings relating to a Dispute (**Proceedings**) in any other competent courts with jurisdiction. To the extent allowed by law, the Holders, the Couponholders or the holders of Talons may take concurrent Proceedings in any number of jurisdictions.

FORM OF THE CAPITAL SECURITIES

The Capital Securities will initially be in the form of the Temporary Global Capital Security which will be deposited on the Issue Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Capital Securities will be issued in new global note (**NGN**) form. On 13 June 2006 the ECB announced that Capital Securities in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the **Eurosystem**), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Capital Securities in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The Capital Securities are not intended to be held in a manner which would allow Eurosystem eligibility - that is, in a manner which would allow the Capital Securities to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. Whilst the Capital Securities are not intended to be held in a manner which would allow Eurosystem eligibility at the date of this Prospectus, should the Eurosystem eligibility criteria be amended in the future such that the Capital Securities are capable of meeting them the Capital Securities may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Capital Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Whilst any Capital Security is represented by the Temporary Global Capital Security and subject to TEFRA D selling restrictions, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of such Capital Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear or Clearstream, Luxembourg and Euroclear or Clearstream, Luxembourg have given a like certification (based on the certifications they have received) to the Agent.

On and after the date (the **Exchange Date**) which is not less than 40 days after the Issue Date, interests in the Temporary Global Capital Security will be exchangeable (free of charge), upon request as described therein, for interests in the Permanent Global Capital Security against certification of beneficial ownership as described in the second sentence of the preceding paragraph. The holder of the Temporary Global Capital Security will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Capital Security for an interest in the Permanent Global Capital Security is improperly withheld or refused.

So long as the Capital Securities are represented by a Temporary Global Capital Security or a Permanent Global Capital Security and the relevant clearing system(s) so permit, the Capital Securities will be tradable only in the minimum authorised denomination of €200,000 and higher integral multiples of €100,000, notwithstanding that no Definitive Capital Securities will be issued with a denomination above €300,000.

The Permanent Global Capital Security will be exchangeable (free of charge), in whole but not in part, for security printed Definitive Capital Securities with interest coupons or coupon sheets and talons attached. Such exchange may be made only upon the occurrence of an Exchange Event and if permitted by

applicable law. An **Exchange Event** means the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no successor clearing system is available. The Issuer will promptly give notice to Holders in accordance with Condition 16 (*Notices*) upon the occurrence of an Exchange Event. In the event of the occurrence of an Exchange Event any person who is at any time shown as accountholder in the records of Euroclear and/or Clearstream, Luxembourg as persons holding a principal amount of interest in the Permanent Global Capital Security may give notice to the Agent requesting exchange. Any such exchange shall occur no later than 15 days after the date on which the relevant notice is received by the Agent. The Temporary Global Capital Security, the Permanent Global Capital Security and Definitive Capital Securities will be issued pursuant to the Agency Agreement.

Payments of principal and interest (if any) on a Permanent Global Capital Security will be made through Euroclear or Clearstream, Luxembourg without any requirement for certification. Definitive Capital Securities will be in the standard euromarket form. Definitive Capital Securities and any Global Capital Security will be to bearer.

A Capital Security may be accelerated by the holder thereof in limited circumstances described in Condition 12 (*Limited Remedies in case of Non-Payment*). In such circumstances, where any Capital Security is still represented by a Global Capital Security and a holder of such Capital Security so represented and credited to his account with Euroclear or Clearstream, Luxembourg gives notice that it wishes to accelerate such Capital Security, unless within a period of 15 days payment has been made in full of the amount due in accordance with the terms of such Global Capital Security, holders of interests in such Global Capital Security credited to their accounts with Euroclear or Clearstream, Luxembourg will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear or Clearstream, Luxembourg on and subject to the terms of the relevant Global Capital Security.

USE OF PROCEEDS

The net proceeds of the issue of the Capital Securities are expected to amount to approximately €200,000,000 (excluding certain fees and expenses). The proceeds of the issue of the Capital Securities will be applied by the Issuer for its general corporate purposes and to strengthen its capital base.

DESCRIPTION OF THE ISSUER

1. GENERAL INFORMATION ABOUT THE ISSUER

1.1 Profile

The Issuer is an asset financier for companies and individuals. The Issuer finances assets from private housing to rental property, commercial real estate, vessels, infrastructure, cars and equipment. As a professional and reliable partner, the Issuer builds long-term relationships based on knowledge and expertise.

Shaped by more than 75 years of experience, the Issuer supports its clients in realising their ambitions and actively helping to build a sustainable, resilient and inclusive society for future generations.

The Issuer employs around 600 people and is headquartered in The Hague, the Netherlands and serves clients internationally with a focus on Europe.

1.2 History and Development of the Issuer

The Issuer is a public limited liability company incorporated on 31 October 1945 under Dutch law, with corporate seat in The Hague, the Netherlands and is registered at the Dutch Chamber of Commerce under number 27032036. The Legal Entity Identifier (LEI) of the Issuer is B64D6Y3LBJS4ANNPCU93.

The Issuer was established on 31 October 1945 as Maatschappij tot Financiering van Nationaal Herstel by the Dutch government along with a number of commercial banks and institutional investors to provide financing for the post-World War II economic recovery of the Netherlands. This entity was renamed De Nationale Investeringsbank (**DNIB**) in 1971 and was listed on the Dutch stock exchange, now Euronext Amsterdam, from 1986 to 1999. During this time DNIB focused on providing and participating in long-term loans and private equity investments. In 1996, DNIB started its retail business through the offering of white label residential mortgages.

In 1999, DNIB was acquired by way of a public offer made through a joint venture company, NIB Capital, owned by two of Europe's largest pension funds, ABP and PGGM. NIB Capital acquired 85 per cent. of the shares in DNIB. The remaining shares remained owned by the Dutch government and were acquired by NIB Capital in 2004. The acquisition by NIB Capital in 1999 marked the beginning of DNIB's evolution from a long-term lending bank to a bank offering advisory, financing and investment services.

In 2005, a consortium of international financial institutions and investors organised by J.C. Flowers & Co. (collectively, the **Consortium**), a U.S. based private investment firm, purchased all the outstanding equity interests of NIB Capital. In connection with this acquisition, NIBC Holding N.V. was incorporated and NIB Capital, which was renamed NIBC N.V., became its wholly-owned subsidiary. Subsequently, NIBC N.V. (as the non-surviving entity) merged into NIBC Holding N.V. and NIB Capital Bank N.V. (the Issuer) became a direct subsidiary of NIBC Holding N.V. The Issuer subsequently changed its name from "NIB Capital Bank N.V. to NIBC Bank N.V.

On 23 March 2018, the shares in NIBC Holding N.V., the direct holding company of NIBC Bank N.V., were listed on Euronext Amsterdam. On 14 January 2021, upon the settlement of the shares tendered during the post acceptance period for the public takeover by Blackstone, the total or its group number of shares held by Flora Acquisition B.V. was 143,083,544, representing, at the time, approximately 97.68

per cent. of the aggregate issued and outstanding share capital of NIBC Holding N.V. On that date, Flora Acquisition B.V. transferred its shares in NIBC Holding N.V. to Flora Holdings III Limited.

As a consequence, the listing and trading of the ordinary shares of NIBC Holding N.V. on Euronext Amsterdam has been terminated on 18 February 2021. Flora Holdings III Limited is the legal holder of 100 per cent. in the ordinary shares of NIBC Holding N.V. as at 31 December 2023.

1.3 Group structure

The issued share capital of the Issuer is legally and beneficially owned and controlled directly by NIBC Holding N.V. (a public limited liability company incorporated in the Netherlands with registered number 27282935) of which it is a 100 per cent. subsidiary. The rights of NIBC Holding N.V. as the sole shareholder of the Issuer are contained in the Articles of Association and the Issuer is managed by its managing directors in accordance with those Articles of Association and with the provisions of the laws of the Netherlands.

Flora Holdings III Limited is the legal holder of 100 per cent. in the ordinary shares of NIBC Holding N.V. at 31 December 2023. Flora Holdings III Limited is owned by certain funds managed and/or advised by Blackstone's Tactical Opportunities and Private Equity businesses and other managers affiliated with Blackstone Inc. (each or together, as the context requires, **Blackstone**).

The Issuer has various subsidiaries for investment or structured finance purposes, none of which individually entail substantial economic activities of the Issuer. The Issuer is not dependent on any other entities in the group.

1.4 Subsidiaries

The Issuer also operates through a number of wholly and partly owned subsidiaries. The principal subsidiaries include, without limitation, the following, all of which are incorporated in the Netherlands:

Parnib Holding N.V., Counting House B.V., B.V. NIBC Mortgage Backed Assets, NIBC Principal Investments B.V., NIBC Financing N.V., and Fin Quest B.V.

1.5 Issuer's Authorised and Issued Share Capital

As at the date of this Prospectus, the Issuer's authorised share capital is EUR 214,900,000 and the Issuer's issued share capital is EUR 80,111,096.32 (fully paid up).

1.6 Ratings

The current ratings of the Issuer are as follows:

Ratings	S&P
Long term issuer credit rating (Outlook)	BBB (Stable)
Short term issuer credit rating	A-2
Senior unsecured debt	BBB
Senior subordinated debt	BBB-
Subordinated	BB+

Ratings	Fitch
Long term issuer default rating (Outlook)	BBB+ (Stable)
Short term issuer default rating	F2
Senior preferred debt	A-
Senior non-preferred debt	BBB+
Subordinated	N/A

At the date of this Prospectus, (i) S&P and Fitch are established in the European Economic Area and have been registered by the European Securities and Markets Authority (**ESMA**) as credit rating agencies in accordance with Regulation (EU) No 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies (as amended) (the **EU CRA Regulation**) and (ii) the ratings of S&P and Fitch are endorsed by S&P Global Ratings UK Limited and Fitch Ratings Limited, respectively, which are established in the United Kingdom and have been registered with the Financial Conduct Authority as credit rating agencies in accordance with the EU CRA Regulation as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (the **UK CRA Regulation**). The credit ratings by S&P and Fitch have been obtained at the request of the Issuer.

1.7 Business Overview

The Issuer uses the following operating segmentation: Mortgages, Asset-Backed Finance, Platforms and Treasury and Group Functions.

The Mortgages segment reflects all activities related to mortgage lending and includes the offering in owner-occupied mortgage loans (both for own book and as Originate-to-Manage) and Buy-to-Let mortgage loans. The mortgage loan products are offered in the Netherlands.

The Asset-Backed Finance segment consists of asset-backed lending within the asset classes Commercial Real Estate, Digital Infrastructure and Shipping. Products are mainly offered in north-western Europe.

The Platforms segment includes the various ventures that NIBC has launched in recent years, which aim to provide alternative financing solutions to clients. To support their differentiating client offering, tech-driven asset financing and growth ambitions, these subsidiaries have implemented their own operating models.

Treasury and Group Functions includes NIBC's treasury function, asset and liability management, risk management and the bank's Corporate Centre which includes HR & Corporate Communications, Internal Audit, Legal & Compliance, Sustainability, Operations & Facilities, Information Technology, Data & Analytics, Finance, Tax, Corporate Development and retail savings.

A number of activities are considered to be noncore. Consequently, these activities are managed in a separate segment with a focus to reduce exposures and operations, with no new origination. The following asset classes are reported as non-core activities: Offshore Energy, PFI Infrastructure Lending, Mid-Market Corporates, Leveraged Finance, Fintech & Structured Finance, and Mobility.

1.8 Funding

The Issuer’s main sources funding consist of retail funding (savings), secured (wholesale) funding, unsecured (wholesale) funding in addition to institutional/corporate deposits and shareholder's equity.

Retail funding (savings) consists of retail on demand and long-term deposits ranging from three months to up to ten years. These products are offered in the Netherlands, Germany and Belgium.

Secured (wholesale) funding consists of covered bonds issued under the Issuer's conditional pass-through covered bond programme and soft bullet covered bond programme.

Unsecured (wholesale) funding consists of bonds issued under the Issuer's euro medium term notes programme and commercial paper issued under the Issuer's euro commercial paper programme.

In order to maintain an adequate liquidity position, the Issuer has developed a comprehensive liquidity management framework within which it manages its liquidity position during both normal and adverse market conditions. This liquidity management framework is reviewed on an annual basis.

1.9 Risk Management

The Issuer's operations are structured along the three lines of defence risk management model. This implies that the first line of defence is within the commercial business units. They are accountable and responsible for day-to-day risk management activities such as managing each individual exposure on the balance sheet, with the exception of distressed assets at the corporate bank. Our second line of defence lies within the Risk, Legal, and Compliance. These departments monitor and evaluate risks versus the risk appetite framework. The second line of defence has an active advisory role in particular towards transactions and proposals. The third line of defence is the Internal Audit department. This department provides objective and independent assurance on the operations within the first and second lines of defence.

The Issuer has several committees in place with specific authorities and decision-making power with respect to risk management:

The Engagement Committee is responsible for decision-making with regard to client engagement and conflicts of interest including an assessment of the potential integrity risks when engaging with a client.

The Transaction Committee has decision-making power with regard to credit transactions, assessment of credit proposals and the monitoring of credit related risks. The Transaction Committee approves and monitors transaction proposals which cause the Issuer to assume credit risk. Further, the Transaction Committee decides on impairments and write-offs and reviews all individual transactions at least annually.

The Investment Committee has the delegated authority to decide on equity, mezzanine, subordinated, and other equity related financial products. The Investment Committee assesses new investment proposals and periodically determines the valuation of the Issuer's equity portfolio.

The Risk Management Committee decides on policies, measurement methods, monitoring, and controlling of all risk types. The role of the Risk Management Committee is to safeguard the Issuer's risk appetite by monitoring all risks the Issuer is exposed to, thereby looking backwards as well as forwards.

The Asset and Liability Committee monitors and controls capital ratios, liquidity, earnings, interest rate risk and market risk. As Asset and Liability Committee is responsible for liquidity, they also decide on funding plans and large funding transactions.

The Regulatory Change Committee keeps central oversight of the implementation of new regulatory laws and regulations.

The Architecture and Data Management Committee is responsible for decision making in respect of management of data assets including data (e.g. governance, security, development, quality) and enterprise architecture.

The risk management committees are supported by a robust risk management organisation, which focuses on the daily monitoring and management of the risks the Issuer is exposed to and includes the following departments and teams: Retail & Risk Management, Restructuring & Distressed Assets Management, Group Risk Management (consisting of Risk Policy & Risk Appetite, Market Risk Management, Risk Analytics & Model Validation and Modelling & Data Analytics), Operational Risk Management, Compliance Department, Regulatory Affairs and the Legal Department; including the General Counsel, Corporate Secretary and Data Protection Office.

1.10 Administrative, management and supervisory bodies

1.10.1 *Board of Managing Directors and Board of Supervisory Directors*

The Articles of Association provide for management to be carried out by the Board of Managing Directors (the **Managing Board**) under the supervision of a Board of Supervisory Directors (the **Supervisory Board**).

The Supervisory Board consists of at least three natural person members including a Chair and a Vice-chair. The Supervisory Board is responsible for supervising and assisting the Managing Board in the management of the Issuer by giving advice and overseeing the general business of the Issuer. The Managing Board consults the Supervisory Board about key matters concerning the Issuer's general business and strategy. The Supervisory Directors are appointed on the nomination of the Supervisory Board, by the general meeting of shareholders. The Supervisory Board may appoint a secretary, who does not have to be a member of that board. The members of the Supervisory Board are appointed for a maximum term of four years and may be re-appointed for a maximum of two subsequent four-year periods. A member of the Supervisory Board may be suspended by the Supervisory Board, followed by a resolution of the general meeting of shareholder; a member of the Supervisory Board may be suspended or dismissed by the general meeting of shareholders through a formal resolution. In the event of a contemplated appointment, dismissal or suspension, the works council shall be enabled to state its position in connection with such appointment, dismissal or suspension. Remuneration of each Supervisory Board member is established by the general meeting of shareholders.

The Managing Board consists of at least two members including a Chair and a Vice-Chair. The Managing Board is responsible for the day-to-day operations of the Issuer. The Chair of the Managing Board and the other members of this Board are appointed by the general meeting of shareholders and may be suspended by the general meeting of shareholders and/or the Supervisory Board and may be dismissed by the general meeting of shareholders. Members of the Managing Board are appointed for a period not exceeding four years and can be reappointed each time for a period not exceeding four years. In the event of a contemplated (re)appointment, dismissal or suspension, the Managing Board shall enable the works council to state its position in connection with such (re)appointment, dismissal or suspension. Remuneration of each Managing Board member is set by the general meeting of shareholders, upon a proposal made by the Supervisory Board with due observance of the Issuer's remuneration policy.

All members of the Supervisory Board are non-executive directors. All members of the Managing Board are executive directors and do not perform principal activities outside the Issuer that are significant with respect to the Issuer.

The business address of the above mentioned Directors is Carnegieplein 4, 2517 KJ The Hague, the Netherlands. The abovementioned persons are members of the Supervisory Board and Managing Board (as applicable) of both NIBC Holding N.V. and NIBC Bank N.V.

1.10.2 Members of the Managing Board

As at the date of this Prospectus, the Members of the Managing Board of the Issuer are the following persons:

Mr P.A.M. de Wilt, Chair, Chief Executive Officer
Ms C.M. Dumas, Chief Financial Officer
Mr R.D.J. van Riel, Vice-Chair, Chief Risk Officer
Ms A.H.T.M. Schlichting, Chief Technology Officer

There are no potential conflicts of interests between any duties to the Issuer of any Managing Board members and their private interests and/or other duties.

Mr P.A.M. de Wilt, Chairman and Chief Executive Officer (CEO) of the Issuer, will be leaving the bank on 31 December 2024. Mr P.A.M. de Wilt will remain as Chairman and CEO throughout working closely with the management team to ensure an orderly transition.

*1.10.3 **Supervisory Board***

Members of the Supervisory Board are the following persons:

Mr D.M. Sluimers (Chair)
Ms A.G.Z. Kemna (Vice-Chair)
Mr Q. Abbas (member)
Mr M.P.L. Favetto (member)
Mr J.J.M. Kremers (member)
Mr J.G. Wijn (member)
Ms S.M. Zijderveld (member)
Ms L.M.T. Boeren (member)

Mr Q. Abbas, Mr M.P.L. Favetto and Mr J.G. Wijn have been appointed to the Supervisory Board as representatives of the shareholder of NIBC Holding N.V. Conflicts of interest (actual or potential) may arise from time to time between the duties of members of the Supervisory Board towards the Issuer and the private interests and/or other duties of the members of the Supervisory Board as a result of non-independent members of the Supervisory Board holding other positions at the shareholder of NIBC Holding N.V. (Mr Q. Abbas is Senior Managing Director Tactical Opportunities at Blackstone Group, Mr M.P.L. Favetto is Managing Director in Private Equity at The Blackstone Group International Partners LLP and Mr J.G. Wijn is Advisor at Blackstone Group). Each member of the Supervisory Board owes a fiduciary duty to act in good faith (including a duty to avoid conflicts of interest) in dealing with or on behalf of the Issuer. Such duties are owed to the Issuer as a whole, which includes its shareholder. As such, members of the Supervisory Board cannot put the interests of the entity who appointed or elected them in priority to the interests of the Issuer. Furthermore, it is a requirement under the terms of the Supervisory Board Charter that each Supervisory Board member shall not participate in the discussions and/or decision-taking process on a subject or transaction in relation to which they have a conflict of interest with the Issuer.

*1.10.4 **Audit Committee***

The Audit Committee (**AC**) consists of Mr D.M. Sluimers, Ms A.G.Z. Kemna, Ms L.M.T. Boeren, Mr J.J.M. Kremers (Chairman), Mr J.G. Wijn and Ms S.M. Zijderveld. The AC assists the Supervisory Board in monitoring the Issuer's systems of financial risk management and internal control, the integrity of its financial reporting process and the content of its annual and semi-annual financial statements and reports. The AC also advises on corporate governance and internal governance.

The AC assists the Supervisory Board in monitoring NIBC's systems of financial risk management and internal control, the integrity of its financial reporting process and the content of its annual and semi-annual financial statements and reports. In addition, the agenda also includes IT strategy, data integrity and quality, application of information and communication technology, reliability and continuity of the automated systems and the security of computer systems. The AC also advises on corporate governance and internal governance.

The AC met on four regular occasions in 2023 (in March, June, September and November) in the presence of the members of the Managing Board. By mutual agreement the external auditor was

represented at all meetings of the AC in 2023. The external auditor also had regular meetings during 2023 with the AC without the members of the Managing Board being present.

The chair of the AC prepared the meetings in advance by having meetings and calls with NIBC's CFO and its head of Internal Audit. The CTO also reports to the AC on IT and Operations related topics and the relevant reports are discussed in the AC. The CTO had preparatory meetings and calls and discussed the relevant topics with Ms. Leni Boeren, one of the AC members who acts as the CTO's sparring partner at Supervisory Board level. In between meetings, NIBC also actively shared relevant information with the chair of the AC.

The AC had in-depth discussions about NIBC's financial performance, including the impact of the rapidly changing interest rate environment on the development of the bank's risk profile, net profit, business growth and margins and the development of the cost/income ratio. Furthermore, the AC reviewed NIBC's funding profile and the development of related liquidity and solvency ratios, and the development of savings and savings rates. The AC was informed specifically on developments in the area of ESG and Data analytics.

Specific topics discussed with the auditor via the auditor's Management Letter 2023 presented in the November meeting are the management overlay on ECL, as well as the hedge accounting process, financial reporting governance and access management and cyber security.

Next to the regular topics mentioned before, the AC also discussed and has taken notice of the ICAAP and ILAAP reporting and the budget for 2024. Additionally, the AC discussed and approved the dividend policy. The external auditor reported on its independence towards the AC which was further discussed by the AC.

The AC took note of and discussed NIBC's interactions with DNB. As part of the yearly cycle, the AC discussed the main observations made by DNB in its annual SREP letter and the impact on the business and capital position of the bank, especially focusing on the differences between NIBC Bank solo and NIBC Holding consolidated. The AC took note of the follow-up of DNB's observations from previous on-site inspections.

The AC discussed the annual plan and quarterly reports of Internal Audit. The AC continued to take note of the (timely remediation of) Measures of Improvement, which are generally based on observations by DNB, the external auditor and internal audit. Both the internal and external auditor reported on the quality and effectiveness of governance, internal control and risk management.

2. SUPERVISION AND REGULATION

2.1 General

The Issuer is a bank organised under the laws of the Netherlands. The objectives of the Issuer are general banking and financing activities (see for a detailed description article 2 of the Articles of Association). The business of the Issuer is highly regulated and supervised by several Dutch regulatory authorities, such as DNB, the AFM and indirectly supervised by the ECB. Under the Wft, the Issuer is required to hold a license for its activities as a credit institution.

2.2 Reporting and Investigation

A bank is required to file with DNB its annual financial statements in a form approved by DNB, which includes a balance sheet and a profit and loss statement that have been certified by a qualified auditor in the Netherlands or an equally qualified foreign auditor who is licensed in the Netherlands. In addition, a bank is required to file with DNB quarterly (and some monthly) statements, on a basis established by DNB, which also has the option to demand more frequent reports (including reports certified by a

qualified auditor in the Netherlands or an equally qualified foreign auditor who is licensed in the Netherlands). A bank's reports to DNB are required to be truthful and not misleading.

As of 1 January 2005, the consolidated financial statements of the Issuer have been prepared in accordance with IFRS-EU and with Title 9 of Book 2 of the Dutch Civil Code.

2.3 Supervision

DNB exercises monetary supervision, supervision with respect to the solvency and liquidity of banks, supervision of the administrative organisation of banks and structure supervision relating to banks. Under Regulation 1024/2013 for the setting up of the single supervisory mechanism (**SSM**), which entered into force on 4 November 2013, the ECB directly supervises significant credit institutions. The ECB works closely with the national competent authorities, including DNB, to supervise all other credit institutions under the overall oversight of the ECB, such as the Issuer. The ECB may decide at any time to take responsibility for a less-significant credit institution directly. The Issuer is under direct supervision of DNB and subject to indirect supervision by the ECB and is subject to the following general guidelines.

Solvency Supervision

On 16 December 2010, the Basel Committee on Banking Supervision (the **Basel Committee**) published its final rules to reform the global regulatory framework for banks, including a higher global minimum capital standards for banks and the introduction of a new global liquidity standard and a new leverage ratio (the Basel Committee's package of reforms is collectively referred to as **Basel III**). On 7 December 2017, the Basel Committee published final rules finalising post-crisis reforms, collectively referred to as **Basel IV**). For European banks, such as the Issuer, Basel III was implemented through a package known as "CRD IV" consisting of a directive known as the "CRD IV Directive" (which was implemented into Dutch law on 1 August 2014) and a regulation commonly known as the "CRR I" which entered into effect as of 1 January 2014. Following this, as part of the EU Banking Reforms a new regulatory package known as "CRD V / CRR II" (consisting of a directive and regulation) was proposed in 2016. The new rules entered into force on 27 June 2019 with the majority of the provisions (subject to transposition and implementation) applicable as from 28 June 2021. CRD, as in force, consists of Directive 2013/36/EU, as amended (including as part of the EU Banking Reforms) (the **CRD**) and Regulation (EU) No 575/2013, as amended (including as part of the EU Banking Reforms) (the **CRR**) which aims to create a sounder and safer financial system. The CRD governs amongst other things the access to deposit-taking activities whereas the CRR establishes the majority of prudential requirements applicable to institutions such as the Issuer. The EU rules deviate from the Basel III rules in certain aspects (e.g. in imposing an additional systemic risk buffer) and (in respect of some provisions) provide national flexibility to apply more stringent prudential requirements than those set in the EU (or Basel) framework. Basel IV is expected to be implemented in the European Union by 2025, through revisions of CRR II and CRD V. Basel IV will affect three key aspects of measuring capital requirements for credit risk. The first is the revision of the standardised approach, which will increase standardised risk weights for certain loan categories. The second relates to the maximum capital benefit banks can obtain from IRB credit risk models. By imposing an overall risk weight floor equal to 72.5 per cent. of risk weights based on the standardised approach, the maximum benefits from using internal credit risk models are effectively limited. The risk weight floor comes into effect on 1 January 2025 at 50 per cent., and will be phased in over a five-year period to 72.5 per cent.

CRD requires that a bank maintains own funds and other regulatory capital positions (commonly known as capital buffers), including requirements to maintain a minimum ratio of CET1 to risk-weighted assets (**RWA**), Tier 1 capital to RWA and total capital (Tier 1 and Tier 2 capital) to RWA. CRD provides rules on the types of instruments that count towards such requirements and the breakdown thereof. Three additional capital buffers potentially relevant to the Issuer have been introduced: a capital conservation buffer, a countercyclical capital buffer and a systemic buffer. CRD also imposes limitations on the

aggregate amount of claims (including granting credit) a bank may have against one debtor or a group of related debtors.

A binding leverage ratio that is calculated by dividing Tier-1 by a measure of non-risk weighted assets became binding on the Issuer as of 28 June 2021 pursuant to the EU Banking Reforms.

As of 25 May 2023, the Dutch Central Bank activated a 1 per cent. countercyclical capital buffer, which applies to the Issuer. Furthermore, the Dutch Central Bank decided in May 2023 to build this buffer up to 2 per cent. as of 31 May 2024, as the additional countercyclical capital buffer to be maintained in a standard risk environment. In addition, under CRD competent supervisory authorities, as a result of the SREP, may require additional capital to be maintained by banks relating to elements of risks which are not fully covered by the minimum capital requirements described above or which address macro prudential requirements.

Liquidity Supervision

CRD, includes a liquidity framework consisting of the liquidity coverage ratio (**LCR**) and the net stable funding ratio (**NSFR**). The LCR requires that sufficient high quality liquid assets are maintained to meet short-term liquidity needs under gravely stressed conditions for a period of thirty days. The NSFR requires that banks have a stable funding profile in relation to the composition of their assets and off-balance sheet activities. The LCR entered into force on 1 October 2015. The NSFR was formally implemented at the European level as part of the revisions to the CRD package under the EU Banking Reforms, and applies from 28 June 2021. Before the formal implementation, DNB applied such standards as part of the SREP as from 2017.

As at 31 December 2023, the key liquidity and funding ratios of the Issuer are:

- LCR of 240 per cent., calculated as total high quality liquid assets divided by total net cash outflow;
- NSFR of 133 per cent., as total available stable funding divided by total required stable funding; and
- Loan-to-Deposit ratio of 162 cent., calculated as the bank's total volume of loans divided by its retail deposits.

Structure Supervision

The Wft provides that a bank must obtain a declaration of no objection from DNB before, among other things: (i) acquiring or increasing a qualified holding in a bank, investment firm or insurer with its corporate seat in a state which is not part of the EEA, or in a financial institution which has not been granted a supervisory status certificate if the balance sheet total of that bank, investment firm, insurer, or financial institution at the time of the acquisition or increase amounts to more than 1 per cent. of the bank's consolidated balance sheet total, (ii) acquiring or increasing a qualified holding in an enterprise, not being a bank, investment firm or insurer with its corporate seat in the Netherlands or in a state which is part of the EEA or in a state which is not part of the EEA, if the amount paid for the acquisition or increase, together with the amounts paid for a previous acquisition or increase of a holding in such enterprise, amounts to more than 1 per cent. of the consolidated own funds of the bank, (iii) taking over all or a major part of the assets and liabilities of another enterprise or institution, directly or indirectly, if the total amount of the assets or the liabilities to be taken over amounts to more than 1 per cent. of the bank's consolidated balance sheet total, (iv) merging with another enterprise or institution if the balance sheet total thereof amounts to more than 1 per cent. of the bank's consolidated balance sheet total or (v) proceeding with a financial or corporate reorganisation. For purposes of the Wft, *qualified holding* is defined to mean the holding, directly or indirectly, of an interest of at least 10 per cent. of the issued share

capital or voting rights in an enterprise or institution, or a similar form of control. In addition, a bank shall require the prior permission of DNB to do either or both of the following: (a) reduce, call, redeem, repay or repurchase CET1 instruments issued by the institution in a manner that is permitted under applicable national law; (b) effect the call, redemption, repayment or repurchase of Additional Tier 1 instruments or Tier 2 instruments as applicable, prior to the date of their contractual maturity. With the introduction of the EU Banking Reforms, prior permission is also required for the call, redemption, repayment or repurchase of instruments that qualify as eligible liabilities instruments.

Any person is permitted to hold, acquire or increase a qualified holding in a bank, or to exercise any voting power in connection with such holding, only after a declaration of no objection has been obtained.

2.4 Administrative Supervision

DNB also supervises the administrative organisation of the individual banks, their financial accounting system and internal controls. The administrative organisation must be such as to ensure that a bank has at all times a reliable and up-to-date overview of its rights and obligations. Furthermore, the electronic data processing systems, which form the core of the accounting system, must be secured in such a way as to ensure optimum continuity, reliability and security against fraud. As part of the supervision of the administrative organisation, DNB has also stipulated that this system must be able to prevent conflicts of interests, including the abuse of inside information.

2.5 Dutch Intervention Act

On 13 June 2012, the Dutch Intervention Act (*Wet bijzondere maatregelen financiële ondernemingen*) entered into force. Under this Act, the Dutch Minister of Finance is granted substantial powers to deal with failing Dutch banks, insurance companies and special purpose vehicles for risk acceptance (each a **relevant entity**) and financial enterprises (*financiële onderneming*) (which in addition to relevant entities includes collective investment schemes, investment firms and custodians of pension funds) respectively.

The powers of the Dutch Minister of Finance include taking measures intended to safeguard the stability of the financial system as a whole. The Dutch Minister of Finance may with immediate effect take these measures if in the Minister's opinion the stability of the financial system is in serious and immediate danger as a result of the situation in which a financial enterprise finds itself. Possible measures include an expropriation of assets or securities issued by or with the consent of the financial enterprise or its parent, in each case if it has its corporate seat in the Netherlands. The Minister may also suspend voting rights or board members. In taking these measures, provisions in Dutch statute and articles of association may be set aside.

The measures that can be taken by the Minister of Finance are intended to form the last resort and may therefore only be used if other measures would not work, would no longer work, or would be insufficient. In addition, to ensure the measures are not taken lightly, the Minister of Finance must consult with DNB in advance of taking a measure and the Dutch Prime Minister must agree with the decision to intervene. The Minister of Finance must further inform the AFM of his intentions, whereupon the AFM must give an instruction to Euronext Amsterdam N.V. to stop the trading in any securities that are expropriated. In the case of expropriation, the beneficiary of the relevant asset will be compensated for the damage that is directly and necessarily resulting from the expropriation. There can be no assurance that creditors will be able to recover compensation promptly or equal to any loss actually incurred.

The exercise of acceleration, early termination and other rights (including the right to request collateral and the right to set-off or net), could impair the effectiveness of the supervisory measures introduced by the Dutch Intervention Act. Therefore, the Dutch Intervention Act provides that such rights, to the extent they are triggered by the preparation or implementation of the measures introduced by the Dutch Intervention Act (collectively, **events**), cannot be exercised. Exceptions are made in respect of rights resulting from the finality directive and financial collateral arrangements. These provisions apply

regardless of the law governing the contractual arrangement and extend to group companies of banks and insurance companies.

2.6 BRRD and SRM

As of 1 January 2015, all EU member states must apply a single rulebook for the resolution of banks and large investment firms, as prescribed by the Bank Recovery and Resolution Directive (**BRRD**) and the Singe Resolution Mechanism Regulation (**SRM Regulation**). The BRRD (including the bail-in provisions) have been implemented in the Wft with effect from 26 November 2015. Closely coupled with the BRRD is the European single resolution mechanism (the **SRM**) established by the SRM Regulation. The Single Resolution Board (**SRB**) used to act as the primary resolution authority for the Issuer. However, as of 1 November 2020, the date when the merger of the Issuer and NIBC Bank Deutschland AG became effective, the Issuer and its group no longer qualify as a cross-border group under Article 7(2)(b) of the SRM Regulation. The Issuer already did not qualify as a significant institution. On 30 October 2020, the SRB confirmed the end of its direct responsibility as resolution authority for the Issuer and this responsibility was subsequently transferred from the SRB to DNB as national resolution authority.

The measures set forth in the BRRD and the SRM Regulation are available to regulators in cases where an institution is failing or is likely to fail. This gives regulators powers to impose early intervention measures on an institution or to write down debt or to convert such debt into equity and to allow institutions to continue as a going concern subject to appropriate restructuring. Directions on when and whether the intervention measures in the BRRD can be considered and applied are set forth in the Guidelines on triggers for use of early intervention measures pursuant to Article 27(4) of the BRRD (the **Guidelines**), published on 8 May 2015 by the European Banking Authority (**EBA**). It is possible that pursuant to the BRRD, the SRM Regulation or other resolution or recovery rules which may in the future be applicable to the Issuer (including, but not limited to, CRD), new powers may be granted by way of statute to DNB and/or any other relevant authority which could be used in such a way as to result in debt, including the Capital Securities, absorbing losses.

The powers provided to resolution authorities in the BRRD and SRM Regulation include write down and conversion powers to ensure relevant capital instruments (excluding senior preferred notes, senior non-preferred notes and subordinated notes not qualifying as Tier 2 instruments, but including the Tier 2 instruments) fully absorb losses at the point of non-viability of the issuing institution, as well as a bail-in tool comprising a more general power for resolution authorities to write down the claims of unsecured creditors (including holders of senior debt instruments (such as the senior preferred notes, senior non-preferred notes and subordinated notes that do not qualify as Tier 2 instruments)) of a failing institution and/or to convert unsecured debt claims to equity if the other conditions for resolution are met. After the implementation of Directive (EU) 2019/879, as amended, into Dutch law and having become effective on 21 December 2021, certain eligible liabilities held by entities within the same resolution group as the Issuer or by an existing shareholder (subject to certain conditions being met) as referred to in Article 21(7a) SRM Regulation, respectively Article 59(1a) BRRD) also became subject to write down and conversion powers at the point of non-viability as described above.

In addition, the BRRD and SRM Regulation provide resolution authorities with broader powers to implement other resolution measures with respect to distressed banks which satisfy the conditions for resolution, which may include (without limitation) the following resolution tools (i) the sale of the business tool, allowing resolution authorities to effect a sale and transfer of the shares in the bank or all or any assets, rights or liabilities of the bank on commercial terms, (ii) the bridge institution tool, with a bridge institution being an institution which is wholly or partially owned by one or more public authorities and controlled by the resolution authority, allowing the resolution authority to effect a transfer of the shares in the bank or all or any assets, rights or liabilities of the bank to a bridge institution and (iii) the asset separation tool, allowing the resolution authority to effect a separation of the performing assets from the impaired or under-performing assets of the bank, and the following ancillary powers (a) the

replacement or substitution of the bank as obligor in respect of debt instruments, (b) modifications to the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments) and (c) discontinuing the listing and admission to trading of financial instruments. Currently the preferred resolution strategy for the Issuer is normal insolvency, which means that, should it fail, the plan is that the Issuer would be liquidated under normal insolvency law and hence resolution will not be triggered. There is no guarantee, however, that such plan will be followed in a liquidation or resolution scenario, and on 18 April 2023 the European Commission adopted a proposal on the review of the EU bank crisis management and deposit insurance framework which promotes the use of resolution tools for small and medium sized banks. On 2 April 2024, the European Parliament's Economic and Monetary Affairs Committee published reports it adopted relating to proposals on the review of the EU bank crisis management and deposit insurance framework, including draft legislative resolutions amending (i) the BRRD, (ii) the SRM Regulation and (iii) the Deposit Guarantee Schemes Directive (2014/49/EU). The European Parliament is expected to vote on the texts in Q2 2024.

The exercise of any of the measures set out above shall not constitute an Event of Default under the Capital Securities and Holders will have no further claims in respect of any amount so written down, converted or otherwise applied as a result thereof.

Reference is also made to the risk factors entitled "*B. 1. Banking legislation dealing with ailing banks give regulators resolution powers (including powers to write down debt)*." and "*D. 3. The Issuer is subject to recovery and intervention regulations." under "Factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme*".

2.7 Deposit Guarantee Schemes

The Issuer is a participant in the Dutch Deposit Guarantee Scheme (*Depositogarantiestelsel*) (the **Deposit Guarantee Scheme**) which guarantees an amount of EUR 100,000 per person per bank (regardless of the number of accounts held). The Issuer and other financial institutions are required to quarterly pay risk-weighted contributions into a fund to cover future drawings under the Deposit Guarantee Scheme. The fund, in which the Issuer participates, is expected to grow to a target size of at least 0.8 per cent. of all deposits guaranteed under the Deposit Guarantee Scheme, which should be reached in 2024.

2.8 Anti-Money Laundering and Financing of Terrorism laws

The Issuer is subject to laws regarding money laundering and the financing of terrorism, in addition to sanctions legislation. The Issuer is required to continuously monitor its compliance with such laws and among other things has to establish "know your customer" procedures to identify its customers (and their beneficial owner) in any transaction and systems to assess risks related to money laundering and terrorism financing, with different persons carrying different levels of risk.

2.9 Sustainability Regulations

The Issuer is subject to an increasing amount of ESG related laws and regulations. New regulations have been published, existing regulations have been amended and various supervisors and regulators have included sustainable finance in their work plans.

Recent legislative initiatives including the Taxonomy Regulation and the Corporate Sustainability Reporting Directive (the **CSRD**). Through the CSRD and the Taxonomy Regulation, the EU seeks to increase the number of companies that need to report sustainability performance data (a form of non-financial reporting) and to streamline the reporting on ESG matters, so that information is more accessible, comparable and reliable. Other examples include the recently adopted EU Green Bond Regulation which seeks to facilitate further development of the European market for green bonds and

which has been designed as a voluntary standard that will use the detailed definitions of green economic activities in the Taxonomy Regulation to define what is considered a "green investment".

Furthermore, regulators such as DNB and the ECB continuously publish further guidance on climate and other environmental risks, which banks such as the Issuer are expected to incorporate in their risk management framework. Following the publication of its 'Guide to climate-related and environmental risks', the ECB has started to apply additional capital requirements to significant institutions for institution-specific climate and environmental risks. During 2022, the ECB conducted a climate risk stress test in respect of participating banks. In addition, in 2022 the ECB conducted a thematic review of climate-related and environmental risks as part of the ECB Banking Supervision roadmap. The ECB has indicated that its objective is to assess the evolution of the soundness, effectiveness and comprehensiveness of banks' climate-related and environmental risk management practices, as well as banks' ability to steer their climate-related and environmental risk strategies and risk profiles. As a less significant institution, the Issuer is expected to comply with the supervisory expectations of DNB. In this regard, the Issuer has implemented climate stress testing and scenario analysis.

2.10 DORA

Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (**DORA**) entered into force on 16 January 2023 and will become applicable on 17 January 2025. DORA introduced a new, uniform and comprehensive framework on the digital operational resilience of credit institutions, insurers, fund managers and certain other regulated financial institutions in the EU. All institutions in scope of DORA, which includes the Issuer, will have to put in place sufficient safeguards to protect their business operations and activities against cyber and other ICT risks. DORA introduces requirements for such institutions on governance, ICT risk management, incident reporting, resilience testing and contracting with ICT services providers. Although the Issuer is already required to comply with certain ICT risk management and resilience obligations, there may be (material) differences between these obligations and the standards as laid down in DORA (e.g. DORA extends to all contracts with ICT services, not only contracts that are considered outsourcing). The Issuer has performed a gap analysis and will be required to implement any of DORA's additional or different requirements before DORA becomes applicable, and ensure compliance with these requirements after the date hereof. This gives rise to additional compliance and ICT-related costs and expenses. Should the Issuer not be able to timely comply with DORA, this may result in administrative and/or criminal enforcement and/or reputational damage.

2.11 Above list is not exhaustive

The information above only summarises some of the main rules and legislation applicable to banks such as the Issuer. In its daily business, the Issuer is subject to many more laws and regulation, including, without limitation, various parts of the Wft not described above, Regulation (EU) No 648/2012 (EMIR), Regulation (EU) 2015/2365 (Securities Financing Transactions Regulation), Directive 2014/65/EU (MiFID II), Regulation (EU) No 600/2014 (MiFIR) and Directive 2014/17/EU (Mortgage Credit Directive) and Regulation (EU) 2019/2088 (Sustainable Finance Disclosure Regulation), each as amended and where relevant as implemented into Dutch law.

3. RECENT DEVELOPMENTS

NIBC Holding N.V. continuously optimises its portfolios. NIBC Holding N.V. has recently signed an agreement to sell its shipping portfolio of senior secured loans of USD 992 million. The sale of this shipping portfolio is in line with the further optimisation and focus on the core activities of NIBC, being mortgage lending, retail savings, digital infrastructure and various other forms of real estate financing. Furthermore, NIBC Holding N.V. is currently investigating strategic options for its platform Beequip. These two activities contributed EUR 2.4 billion (11 per cent.) to exposures and of EUR 1.7 billion (18 per cent.) to risk weighted assets of NIBC Holding N.V. as of the end of 2023. In the NIBC Holding N.V. 2023 segment report (note 1 of the Annual Report 2023 NIBC Holding N.V.) Beequip and shipping are

included in net profit attributable to shareholders for EUR 32 million (16 per cent.). The sale of the shipping activities will contribute to the ESG ambitions of the Issuer and will lead to about 60 per cent. reduction of its total indirect CO2 emissions from its portfolio at the end of 2023.

As stated in Annual Report 2023 NIBC Holding N.V., the Group CET1 Ratio is expected to be between 16-17 per cent. at the start of 2025 as a combined result of using the standardised approach or slotting approach for corporate exposures and of the of Basel III implementation. Following the sale of its shipping portfolio and independently of the outcome of the strategic options investigation for Beequip, the Group expects to steer its Group CET1 Ratio within the same range, providing sufficient headroom for among others the current Tier 2 inefficiency.

Additionally, the Issuer is exploring simplifying its group structure through the execution of a legal merger between NIBC Bank N.V. as acquiring company and NIBC Holding N.V. as disappearing company. The intended merger has the aim of further streamlining the organisation and removing inefficiencies in the capital structure. Such a legal merger would be subject to approval from the regulators and shareholders of the companies.

4. CAPITAL POSITION AND REQUIREMENTS

The following table presents the Issuer's capital requirements and the actual ratios on a solo basis as of 31 December 2023:

	CET1	**Tier 1**	**Total capital**
Pillar 1 requirement, % RWA	4.5	6.0	8.0
Pillar 2 requirement, % RWA	2.2	2.9	3.8
Total SREP capital requirement, %RWA	**6.7**	**8.9**	**11.8**
Capital conservation buffer, %RWA	2.5	2.5	2.5
Countercyclical capital buffer, %RWA	1.0	1.0	1.0
Overall capital requirement, %RWA	**10.2**	**12.4**	**15.4**
Actual ratios, %RWA	**18.2**	**20.4**	**22.1**
Risk-weighted assets, EUR millions	8,961	8,961	8,961

As of 31 December 2023, the MDA trigger level for the Issuer at a solo level was 11.4 per cent. The distance to the MDA trigger level was 6.7 per cent. Available distributable items of the Issuer as of 31 December 2023 amounted to EUR 1,683 million.

The following table presents the Group's capital requirements and the actual ratios on a consolidated basis as of 31 December 2023:

	CET1	**Tier 1**	**Total capital**
Pillar 1 requirement, % RWA	4.5	6.0	8.0
Pillar 2 requirement, % RWA	2.1	2.8	3.7
Total SREP capital requirement, % RWA	**6.6**	**8.8**	**11.7**
Capital conservation buffer, %RWA	2.5	2.5	2.5
Countercyclical capital buffer, %RWA	1.1	1.1	1.1
Overall capital requirement, %RWA	**10.1**	**12.3**	**15.3**
Actual ratios, %RWA	**18.8**	**20.1**	**21.5**
Risk-weighted assets, EUR millions	9,319	9,319	9,319

As of 31 December 2023, the MDA trigger level for the Group at a consolidated level was 12.6 per cent. The distance to the MDA trigger level was 6.2 per cent.

Working Capital

The Issuer and its consolidated subsidiaries are of the opinion that its working capital is sufficient for their present requirements, that is for at least a period of twelve months following the date of this Prospectus. As at the date of this Prospectus, the Issuer's current own funds are sufficient to comply with all own funds requirements applicable to it and the Issuer's current liquidity position is sufficient to comply with all liquidity requirements applicable to it. Reference is made to the Issuer's income statement and balance sheet statement as set out on pages 250 and 252 of the Annual Report 2023 NIBC Bank N.V., respectively.

TAXATION – THE NETHERLANDS

The following summary outlines certain principal Dutch tax consequences of the acquisition, holding, redemption and disposal of the Capital Securities, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant. For purposes of Dutch tax law, a Holder may include an individual or entity who does not have the legal title of these Capital Securities, but to whom nevertheless the Capital Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Capital Securities or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, redemption and disposal of the Capital Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Prospectus, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch corporate and individual income tax consequences for:

(a) investment institutions (*fiscale beleggingsinstellingen*);

(b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Dutch corporate income tax;

(c) Holders holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and Holders of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5 per cent. or more of the total issued capital of the Issuer or 5 per cent. or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Issuer;

(d) persons to whom the Capital Securities and the income therefrom are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);

(e) entities which are a resident of Aruba, Curaçao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Capital Securities are attributable to such permanent establishment or permanent representative; and

(f) individuals to whom the Capital Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to 'the Netherlands' or 'Dutch', such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

This summary does not describe the consequences of the exchange or the conversion of the Capital Securities.

Dutch Withholding Tax

All payments made by the Issuer under the Capital Securities may - except in certain very specific cases as described below - be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein provided that the Capital Securities do not in fact function as equity of the Issuer within the meaning of Section 10, paragraph 1, under d Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident anywhere (also a hybrid mismatch), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a higher-tier beneficial owner (*achterliggende gerechtigde*) that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that higher-tier beneficial owner would have been taxable based on one (or more) of the items in (i)-(v) above had the interest been due to him directly, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Corporate and Individual Income Tax

Residents of the Netherlands

If a Holder is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Capital Securities are attributable, income derived from the Capital Securities and gains realised upon the redemption or disposal of the Capital Securities are generally taxable in the Netherlands (at up to a maximum rate of 25.8 per cent.).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch individual income tax purposes, income derived from the Capital Securities and gains realised upon the redemption or disposal of the Capital Securities are taxable at the progressive rates (at up to a maximum rate of 49.5 per cent.) under the Dutch Income Tax Act 2001, if:

(a) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Capital Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Capital Securities are attributable; or

(b) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Capital Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (a) nor condition (b) above applies to the Holder, it must in principle determine taxable income with regard to the Capital Securities on the basis of a deemed return on savings and investments (*sparen en beleggen*). This deemed return on savings and investments is determined based on the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*) (EUR 57,000

in 2024). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The individual's deemed return is calculated by multiplying the individual's yield basis with a 'deemed return percentage' (*effectief rendementspercentage*), which percentage depends on the actual composition of the yield basis, with separate deemed return percentages for savings (*banktegoeden*), other investments (*overige bezittingen*) and debts (*schulden*). As of 1 January 2024, the percentage for other investments, which include the Capital Securities, is set at 6.04 per cent.

However, on 6 June 2024 the Dutch Supreme Court (*Hoge Raad*) ruled in a number of cases (i.e. ECLI:NL:HR:2024:704, ECLI:NL:HR:2024:705, ECLI:NL:HR:2024:756, ECLI:NL:HR:2024:771 and ECLI:NL:HR:2024:813) that the current system of taxation in relation to an individual's savings and investments based on a 'deemed return' contravenes with Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights if the deemed return applicable to the savings and investments exceeds the actual return in the respective calendar year. In these rulings, the Dutch Supreme Court has also provided guidance for calculating the actual return: (i) all assets that are taxed under the regime for savings and investments are taken into account, and the statutory threshold will not be deducted from the individual's yield basis; (ii) the actual return should be based on a nominal return without considering inflation; (iii) the actual return includes not only benefits derived from assets, such as interest, dividends and rental income, but also positive and negative changes in the value of these assets, including unrealized value changes; (iv) costs are not taken into account for determining the actual return, but interest on debts that are included in the individual's yield basis should be taken into account; and (v) positive or negative returns from previous years are not taken into account.

If the individual demonstrates that the actual return – calculated in accordance with the guidelines of the Dutch Supreme Court – is lower than the deemed return, only the actual return should be taxed under the regime for savings and investments. As of the date of this Prospectus, no legislative changes have been proposed by the Dutch legislator in response to the 6 June 2024 rulings.

The deemed or actual return on savings and investments is taxed at a rate of 36%.

Non-residents of the Netherlands

If a person is neither a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Dutch corporate or individual income tax purposes, such person is not liable to Dutch income tax in respect of income derived from the Capital Securities and gains realised upon the redemption or disposal of the Capital Securities, unless:

(a) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or a permanent representative the Capital Securities are attributable, or (2) is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Capital Securities are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25.8 per cent.

(b) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Capital Securities are attributable, or (2) realises income or gains with respect to the Capital Securities that qualify as income from miscellaneous activities in the Netherlands which include activities with respect to the Capital Securities that exceed regular, active portfolio management, or (3) is, other than by way of securities, entitled to a share in the profits of an enterprise that is

effectively managed in the Netherlands and to which enterprise the Capital Securities are attributable.

Income derived from the Capital Securities as specified under (1) and (2) by an individual is subject to individual income tax at progressive rates up to a maximum rate of 49.5 per cent. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on savings and investments (as described above under "*Residents of the Netherlands*").

Gift and Inheritance tax

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of the Capital Securities by way of gift by, or on the death of, a Holder, unless:

(a) the Holder is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or

(b) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no value added tax will arise in respect of payments in consideration for the issue of the Capital Securities or in respect of a cash payment made under the Capital Securities, or in respect of a transfer of the Capital Securities.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in the Netherlands by a Holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Capital Securities.

SUBSCRIPTION AND SALE

ABN AMRO Bank N.V., Morgan Stanley Europe SE and UBS Europe SE (the **Joint Lead Managers**) have, pursuant to a subscription agreement dated 2 July 2024 (the **Subscription Agreement**), jointly and severally agreed with the Issuer upon the terms and subject to the satisfaction of certain conditions, to subscribe the Capital Securities at an issue price of 100 per cent. of their principal amount. The Issuer will pay a combined selling, management and underwriting commission, will reimburse the Joint Lead Managers in respect of certain of their expenses and has agreed to indemnify the Joint Lead Managers against certain liabilities incurred in connection with the issue of the Capital Securities. The Subscription Agreement may be terminated in certain circumstances prior to the closing of the issue of the Capital Securities.

Some of the Joint Lead Managers and their respective affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Joint Lead Managers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. The Joint Lead Managers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

SELLING RESTRICTIONS

United States

The Capital Securities have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or in a transaction not subject to, the registration requirements of the Securities Act. Terms used in the previous sentence have the meanings given to them by Regulation S under the Securities Act.

The Capital Securities are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. tax regulations. Terms used in the previous sentence have the meanings given to them by the U.S. Internal Revenue Code and regulations thereunder.

Each Joint Lead Manager has represented and agreed that, except as permitted by the Subscription Agreement, it will not offer, sell or deliver any Capital Securities within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the **Resale Restriction Termination Date**) and it will have sent to each other manager or person receiving a selling concession, fee or other remuneration to which it sells Capital Securities prior to the Resale Restriction Termination Date a confirmation or other notice setting forth the restrictions on offers and sales of the Capital Securities within the United States or to, or for the account or benefit of, U.S. persons. Each Joint Lead Manager has further represented and agreed that it, its affiliates or any persons acting on its or their behalf have not engaged and will not engage in any directed selling efforts with respect to the Capital Securities, and it and they have complied and will comply with all of the offering restrictions of Regulation S of the

Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the completion of the distribution of the Capital Securities, an offer or sale of Capital Securities within the United States by any manager (whether or not participating in the offering) may violate the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act if such offer is made otherwise than in accordance with an available exemption from registration under the Securities Act.

United Kingdom

Each Joint Lead Manager has represented and agreed that:

(a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 of England and Wales (the **FSMA**) received by it in connection with the issue or sale of any Capital Securities in circumstances in which section 21(1) of the FSMA would not, if it was not an authorised person, apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Capital Securities in, from or otherwise involving the United Kingdom.

Prohibition of Sales to UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available the Capital Securities to any retail investor in the United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or

(ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Capital Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Capital Securities.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Capital Securities to any retail investor in the EEA or anywhere in the world. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(ii) a customer within the meaning of Directive 2002/92/EC (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

(b) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Capital Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Capital Securities.

Canada

The Capital Securities may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Capital Securities must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Italy

No application has been or will be made by any person to obtain an authorization from Commissione Nazionale per le Società e la Borsa (**CONSOB**) for the public offering (*offerta al pubblico*) of the Capital Securities in the Republic of Italy. Accordingly, no Capital Securities may be offered, sold or delivered, nor may copies of this Securities Note or of any other document relating to the Capital Securities be distributed in the Republic of Italy, except:

(a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the **Prospectus Regulation**) and any application provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and Italian CONSOB regulations; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Capital Securities or distribution of copies of the Securities Note or any other document relating to the Capital Securities in the Republic of Italy under (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Japan

The Capital Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **FIEA**) and, accordingly, each Joint Lead Manager has represented and agreed that it will not offer or sell any Capital Securities directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan or to others for re-offering or resale, directly or indirectly, in Japan or to any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and other relevant laws and regulations of Japan. As used in this paragraph, **resident of Japan** means any person resident in Japan, including any corporation or other entity organised under the laws of Japan.

Switzerland

This Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Capital Securities described herein. The Capital Securities may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland within the meaning of the Swiss Financial Services Act (the **FinSA**). Neither this Prospectus nor any other offering or marketing material relating to the Capital Securities constitutes a prospectus as such term is understood pursuant to the FinSA, and neither this Prospectus nor any other offering or marketing material relating to the Capital Securities may be publicly distributed or otherwise made publicly available in Switzerland. None of this Prospectus, any other offering or marketing material relating to the offering, the Issuer or the Capital Securities have been or will be filed with or approved by any Swiss regulatory authority. The Capital Securities are not subject to the supervision by any Swiss regulatory authority, e.g., the Swiss Financial Markets Supervisory Authority FINMA, and investors in the Capital Securities will not benefit from protection or supervision by such authority.

Singapore

Each Joint Lead Manager has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Lead Manager has represented, warranted and agreed that it has not offered or sold any Capital Securities or caused the Capital Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Capital Securities or cause the Capital Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Capital Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore (2020 Revised Edition) of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) and in accordance with the conditions specified in Section 275 of the SFA.

Hong Kong

Each Joint Lead Manager has represented and agreed that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Capital Securities other than (i) to "professional investors" as defined in the Securities and

Futures Ordinance (Cap. 571) of Hong Kong (**SFO**) and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **CWUMPO**) or which do not constitute an offer to the public within the meaning of the CWUMPO;

(b) and it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Capital Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Capital Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

General

Each of the Joint Lead Managers has represented and agreed that (to the best of its knowledge and belief) it will comply with all applicable laws and regulations in force in any jurisdiction in or from which it purchases, offers, sells or delivers any Capital Securities or any interest therein or possesses or distributes this Prospectus or any other offering material relating to the Capital Securities and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of any Capital Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Joint Lead Manager shall have responsibility therefore. In addition, each Joint Lead Manager has represented and agreed that it will not directly or indirectly offer, sell or deliver any Capital Securities or distribute or publish this Prospectus or any other offering material relating to the Capital Securities in or from any jurisdiction except under circumstances that will not impose any obligations on the Issuer or any other Joint Lead Managers.

GENERAL INFORMATION

Authorisation

The Issuer has obtained all necessary consents, approvals and authorisations in the Netherlands in connection with the issue and performance of the Capital Securities. The creation and issue of the Capital Securities was authorised by resolutions of the management board of the Issuer passed in the Netherlands on 14 December 2023 and a resolution of the Chief Financial Officer and a proxy holder of the Issuer passed in the Netherlands on 1 July 2024.

Persons responsible

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of the Issuer, the information contained in this Prospectus is in accordance with the facts and this Prospectus makes no omission likely to affect its import. Any information from third-parties contained in this Prospectus has been accurately reproduced and, as far as the Issuer is aware and able to ascertain from the information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Approval, Admission to Trading and Listing

This Prospectus has been approved by the AFM, as the competent authority under the Prospectus Regulation. The AFM only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Prospectus or of the quality of the securities that are the subject of this Prospectus. Investors should make their own assessment as to the suitability of investing in the Capital Securities.

Application has been made for the Capital Securities to be listed and traded from the Issue Date on Euronext Amsterdam. NIBC Bank N.V. has been appointed as Listing Agent for that purpose. The costs to the Issuer in connection with the listing and admission to trading of the Capital Securities on Euronext Amsterdam will amount to approximately EUR 20,000.

Significant or material change

There has been no significant change in the financial performance or financial position of the Issuer and its subsidiaries taken as a whole which has occurred since 31 December 2023, and there has been no material adverse change in the prospects of the Issuer and its subsidiaries taken as a whole since 31 December 2023.

Interests

Save for the commissions and any fees payable to the Joint Lead Managers, no person involved in the issue of the Capital Securities has an interest, including conflicting ones, material to the offer. The Joint Lead Managers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

Independent auditor

The Issuer's and the Group's consolidated annual accounts for the year ended 31 December 2022 and 31 December 2023, incorporated by reference in this Prospectus have been audited by Ernst & Young Accountants LLP, independent auditors (**EY**) as stated in their report appearing therein. Ernst & Young Accountants LLP changed its legal form from LLP to B.V. as of 29 June 2024. The individual auditors of EY are members of the Dutch Professional Association of Accountants (*Nederlandse Beroepsorganisatie van Accountants*).

Legal and arbitration proceedings

At the date of this Prospectus, there are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months prior to the date of this Prospectus which may have or have had in the recent past, significant effects on the financial position or profitability of the Issuer and its subsidiaries taken as a whole.

Documents Available

Copies of the following documents will be available free of charge during normal business hours from the registered office of the Issuer (at Carnegieplein 4, 2517 KJ The Hague, the Netherlands) and by email from the specified office of the Agent:

(a) a copy of this Prospectus;

(b) a copy of the Agency Agreement;

(c) a copy of the English translation of the Articles of Association;

(d) the audited and consolidated financial statements of the Issuer for the financial years ended 31 December 2022 and 2023; and

(e) the audited and consolidated financial statements of the Group for the financial years ended 31 December 2022 and 2023.

Post issuance information

The Issuer does not intend to provide any post issuance information in relation to the issue of Capital Securities.

Clearing and settlement systems

The Capital Securities have been accepted for clearance through the Euroclear and Clearstream, Luxembourg systems. The International Securities Identification Number (ISIN) for the Capital Securities is XS2847665390 and the Common Code is 284766539.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy L-1855 Luxembourg.

Yield

8.420 per cent per annum.

The yield is calculated at the Issue Date on the basis of the Issue Price until the First Reset Date. It is not an indication of future yield. Since the Rate of Interest will be reset at the First Reset Date (unless the

Issuer redeems the Capital Securities on the First Reset Date), an indication of yield relating to periods after the First Reset Date cannot be given.

REGISTERED OFFICE OF THE ISSUER

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Carnegieplein 4
2517 KJ The Hague
The Netherlands

PRINCIPAL PAYING AGENT AND AGENT BANK

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United Kingdom

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The Netherlands

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Frankfurt am Main 60306
Germany

Morgan Stanley Europe SE
Grosse Gallusstrasse 18
60312 Frankfurt-am-Main
Germany

INDEPENDENT AUDITORS OF THE ISSUER

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To the Joint Lead Managers
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The Netherlands

LISTING AGENT

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2517 KJ The Hague
The Netherlands