

Final Terms dated 10 December 2024

**NIBC BANK N.V.**

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

*Legal Entity Identifier (LEI) B64D6Y3LBJS4ANNPCU93*

Issue of EUR 200,000,000 4.500 per cent. Tier 2 Subordinated Fixed Rate Reset Notes due 12 June 2035  
under the Euro 20,000,000,000 Programme for the Issuance of Debt Instruments

**EU MiFID II product governance / Professional investors and eligible counterparties only target market:**

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive 2016/97/EU, 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 UK law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended or superseded).

**PART A – CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (hereinafter referred to as the "**Conditions**") set forth in the offering circular dated 19 July 2024 (including any supplement thereto, the "**Offering Circular**") which constitutes a base prospectus for the purposes of the Prospectus Regulation.

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation and must be read in conjunction with the Offering Circular as so supplemented in order to obtain all the relevant information. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular as so supplemented.

The Offering Circular and any supplement to the Offering Circular are available on, and a copy of these Final Terms will be published on, the Issuer's website (<https://nibc.com/investor-relations/debt-investors/euro-medium->

term-notes/). Such documents are also available for inspection or collection upon reasonable request during normal business hours at the registered office of the Issuer at Carnegieplein 4, 2517 KJ, The Hague, The Netherlands and at the specified office of the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and copies may also be delivered via email.

1.	Issuer:	NIBC Bank N.V.
2.	(i) Series Number:	1805
	(ii) Tranche Number:	1
	(iii) Date on which the Notes will be consolidated and form a single series:	Not Applicable
3.	Specified Currency or Currencies:	Euro ("EUR")
4.	Aggregate Nominal Amount:	
	(i) Series:	EUR 200,000,000
	(ii) Tranche:	EUR 200,000,000
5.	Issue Price:	99.634 per cent. of the Aggregate Nominal Amount.
6.	(i) Specified Denominations:	EUR 100,000 and integral multiples of EUR 100,000 in excess thereof
	(ii) Calculation Amount:	EUR 100,000
7.	(i) Issue Date:	12 December 2024
	(ii) Interest Commencement Date (if different from the Issue Date):	Issue Date
8.	Maturity Date:	12 June 2035
9.	Interest Basis:	Fixed Rate Reset Notes (further particulars specified below)
10.	Minimum Interest Amount:	Not Applicable
	Maximum Interest Amount:	Not Applicable
11.	Redemption/Payment Basis:	Redemption at par
12.	Change of Interest Basis	Fixed Rate Reset Notes
13.	Put/Call Options:	Issuer Call Tax Call Issuer Clean-up Call Regulatory Call
14.	Business Centre:	T2
15.	Status of the Notes:	Subordinated Notes

- |     |  |                 |
|-----|--|-----------------|
| 16. | Subordinated Notes intended to qualify as Tier 2 Notes (only in the case of Subordinated Notes): | Yes             |
| 17. | Intended to qualify as MREL Eligible Liabilities:  | No              |
| 18. | Date Board approval for issuance of Notes obtained:  | 9 December 2024 |

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

- |     |  |  |
|-----|--|--|
| 19. | Fixed Rate Interest and Fixed to Floating Rate Interest Note Provisions: | Not Applicable   |
| 20. | Fixed Rate Reset Note Provisions:  | Applicable   |
|     | (i) Initial Interest Rate:   | 4.500 per cent. per annum payable annually in arrear   |
|     | (ii) First Reset Date:   | 12 June 2030   |
|     | (iii) Second Reset Date:   | Not Applicable   |
|     | (iii) Subsequent Reset Date(s):  | Not Applicable   |
|     | (iv) Rate Determination Date:  | Two TARGET Settlement Days immediately preceding the relevant Reset Date   |
|     | (v) Reset Determination Time:  | 11.00 a.m. (Central European Time)   |
|     | (vi) Reset Margin(s):  | + 2.500 per cent. per annum  |
|     | (vii) Reset Rate:  | Mid-Swap Rate  |
|     | (viii) Benchmark Frequency:  | Semi-annual  |
|     | (ix) Swap Rate Period:   | Five (5) years   |
|     | (x) Fixed Reset Rate Relevant Screen Page:                               | Reuters Screen Page ICESWAP2   |
|     | (xi) Interest Calculation Amount:  | Aggregate Nominal Amount   |
|     | (xii) Interest Payment Date(s):  | 12 June in each year up to and including the Maturity Date, subject to adjustment for payment purposes only in accordance with the Business Day Convention specified below |
|     |  | There will be a short first coupon for the period from, and including, the Issue Date up to, but excluding, the first Interest Payment Date                                |
|     | (xiii) Period End Dates:   | 12 June in each year in accordance with the Business Day Convention unadjusted   |
|     | (xiv) Business Day Convention:   | Following Business Day Convention  |
|     | (xv) Additional Business Centre(s):                                      | Not Applicable   |
|     | (xvi) Day Count Fraction:  | Actual/Actual (ICMA)   |
| 21. | Floating Rate Interest Note Provisions:                                  | Not Applicable   |

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|-----|------------------------------|----------------------|
| 22. | Zero Coupon Note Provisions: | Not Applicable       |
| 23. | Reference Rate Replacement:  | Applicable – General |
| 24. | Pre-cessation Trigger        | Applicable           |

**PROVISIONS RELATING TO REDEMPTION**

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|-----|---|--|
| 25. | Issuer Call (as per Condition 8.3 ( <i>Optional Early Redemption (Issuer Call)</i> )):  | Applicable   |
|     | (i) Optional Redemption Date(s):  | 12 June 2030   |
|     | (ii) Optional Redemption Period:  | Not Applicable   |
|     | (iii) Optional Redemption Amount of each Note:  | EUR 100,000 per Calculation Amount   |
|     | (iv) If redeemable in part:   |  |
|     | (a) Minimum Redemption Amount per Specified Denomination  | Not Applicable   |
|     | (b) Maximum Redemption Amount per Specified Denomination:   | Not Applicable   |
|     | (v) Notice period:  | As set out in Condition 8.3.   |
| 26. | Issuer Clean-up Call (as per Condition 8.5 ( <i>Clean-up Call (Issuer Clean-up Call)</i> )):  | Applicable   |
|     | (i) First Clean-up Call Date:   | 12 December 2029   |
|     | (ii) Optional Redemption Amount of each Note:   | EUR 100,000 per Calculation Amount   |
|     | (iii) Nominal amount of the Notes outstanding as a percentage of the aggregate nominal amount of the Series issued:                     | 25 per cent.   |
|     | (iv) Notice Period:   | Not less than five and not more than thirty days' irrevocable notice   |
| 27. | Regulatory Call (as per Condition 8.9 ( <i>Redemption, substitution and variation for regulatory purposes of Subordinated Notes</i> )): | Applicable   |
|     | (i) Early Redemption Amount(s):   | EUR 100,000 per Calculation Amount   |
|     | (ii) Notice Period (if other than as set out in the Conditions):  | As per Condition 8.9 ( <i>Redemption, substitution and variation for regulatory purposes of Subordinated Notes</i> ) |

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|-----|--|------------------------------------|
| 28. | MREL Disqualification Event Call (as per Condition 8.8 ( <i>Redemption, substitution and variation for regulatory purposes of Senior Preferred Notes intended to qualify as MREL Eligible Liabilities and Senior Non-Preferred Notes</i> )): | Not Applicable                     |
| 29. | Illegality Call (as per Condition 8.7 ( <i>Redemption for Illegality (Illegality Call)</i> )):   | Not Applicable                     |
| 30. | Tax Call (as per Condition 8.2 ( <i>Early Redemption for Taxation Reasons (Tax Call)</i> )):   | Applicable                         |
| 31. | Investor Put (as per Condition 8.6 ( <i>Optional Early Redemption (Investor Put)</i> )):   | Not Applicable                     |
| 32. | Final Redemption Amount of each Note   | EUR 100,000 per Calculation Amount |
| 33. | Early Redemption Amount of each Note payable on redemption for taxation reasons, redemption for illegality or on event of default (if different from that set out the Conditions):   | EUR 100,000 per Calculation Amount |
| 34. | Substitution or Variation:   | Applicable                         |

**DATE EXTENSIONS**

- |     |                  |                |
|-----|------------------|----------------|
| 35. | Date Extensions: | Not Applicable |
|-----|------------------|----------------|

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- |     |   |  |
|-----|---|--|
| 36. | Form of Notes:  |  |
|     | (i) Form:   | Bearer Notes:<br><br>Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note |
|     | (ii) New Global Note:   | Applicable   |
|     | (iii) New Safekeeping Structure:  | Not Applicable   |
| 37. | Additional Financial Centre(s) or other special provisions relating to payment dates: | Not Applicable   |
| 38. | Talons for future Coupons to be attached to Definitive Notes:                         | No   |
| 39. | Calculation Agent:  | Citibank, N.A., London Branch<br>Citigroup Centre<br>Canada Square<br>Canary Wharf<br>London E14 5LB<br>United Kingdom   |

40. Redenomination applicable: Redenomination not applicable
41. Whether Condition 6(a) of the Notes applies or whether Condition 6(b) applies: Condition 6(b) applies
42. Relevant Benchmarks
- Amounts payable under the Notes during the Reset Period will be calculated by reference to the euro mid-swap rate which is provided by ICE Benchmark Administration Limited ("**IBA**") or, if applicable, by reference to EURIBOR which is provided by the European Money Markets Institute ("**EMMI**").
- As at the date hereof, EMMI appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmarks Regulation (Regulation (EU) 2016/1011) ("**BMR**").
- As far as the Issuer is aware, the transitional provisions in Article 51 of the BMR apply, such that IBA is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).

**SIGNATURE**

Signed on behalf of the Issuer:

By: .....  
DocuSigned by:  
*Seva Nefedov*  
2B2F6668F209408.....

*Duly authorised*

Seva Nefedov  
Director

DocuSigned by:  
*Toine Teulings*  
DF6C0F9847A7438...

Toine Teulings

Director Funding & Debt IR

**PART B - OTHER INFORMATION**

**1. LISTING**

- (i) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the regulated market of Euronext in Amsterdam with effect from the Issue Date.
- (ii) Estimate of total expenses related to admission to trading: EUR 9,760

**2. RATINGS**

The Notes to be issued are expected to be rated BBB- by Fitch Ratings Ireland Limited ("**Fitch**") and BB+ by S&P Global Ratings Europe Limited ("**S&P**"). Fitch and S&P are established in the European Economic Area and are registered under Regulation (EU) No 1060/2009, as amended (the "**EU CRA Regulation**"). As such, Fitch and S&P are included in the list of credit rating agencies published by the European and Markets Authority on its website in accordance with the EU CRA Regulation.

"BBB" ratings by Fitch indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate but adverse business or economic conditions are more likely to impair this capacity.

Obligations rated "BB", "B", "CCC", "CC", and "C" by S&P are regarded as having significant speculative characteristics. "BB" indicates the least degree of speculation and "C" the highest. While such obligations will likely have some quality and protective characteristics, these may be outweighed by large uncertainties or major exposure to adverse conditions. An obligation rated "BB" by S&P is less vulnerable to nonpayment than other speculative issues. However, it faces major ongoing uncertainties or exposure to adverse business, financial, or economic conditions that could lead to the obligor's inadequate capacity to meet its financial commitments on the obligation.

The long term ratings by Fitch and S&P may be modified by the addition of a plus ("+") or minus ("-") sign to show relative standing within the major rating categories.

**3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

Save as discussed in "*Subscription and Sale*" in the Offering Circular, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged, and may 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.

**4. REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT OF PROCEEDS:**

- (i) Reasons for the offer: The net proceeds of the issue of the Notes will be applied by the Issuer for its general corporate purposes.
- (ii) Estimated net proceeds: EUR 199,268,000

**5. YIELD** (*Fixed Rate Notes only*)

Indication of yield: 4.582 per cent. per annum from the Issue Date up to the First Reset Date (excluded)

Calculated on an annual basis using the Issue Price on the Issue Date. Yield is not an indication of future price.



6. **OPERATIONAL INFORMATION**

- (i) ISIN Code: XS2959410577
- (ii) Common Code: 295941057
- (iii) FISN: NIBC BANK NV/1EMTN 20350612
- (iv) CFI: DTFXFB
- (v) Other Relevant Code: Not Applicable
- (vi) Name(s) and address(es) of any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): Not Applicable
- (vii) Delivery: Delivery against payment
- (viii) Names and addresses of initial Paying Agent(s): Citibank, N.A., London Branch  
Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom
- (ix) Names and addresses of additional Paying Agent(s) (if any): Not Applicable
- (x) Intended to be held in a manner which would allow central banking system for the euro (the "Eurosystem") eligibility: Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met.

7. **DISTRIBUTION**

- (i) Method of distribution: Non-syndicated
- (ii) If syndicated, names of Managers: Not Applicable
- (iii) Stabilising Manager(s) (if any): Not Applicable
- (iv) If non-syndicated, name of Dealer: Morgan Stanley Europe SE
- (v) U.S. Selling Restrictions: Reg. S Compliance Category 2; TEFRA D

8. **THIRD PARTY INFORMATION**

The explanation of Fitch's and S&P's rating included in the paragraph "Part B — Other Information — 2 Ratings" above has been extracted from the website of Fitch (<https://www.fitchratings.com/products/rating-definitions>) and S&P (<https://www.spglobal.com/ratings/en/research/articles/190705-s-p-global-ratings-definitions-504352>) respectively. The Issuer confirms that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by Fitch and S&P (as

applicable) no facts have been omitted which would render the reproduced information inaccurate or misleading.

## Certificate Of Completion

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Den Haag, Zuid-Holland 2517KJ

Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

lennaert.treep@nibc.com

IP Address: 193.58.15.1

## Record Tracking

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Location: DocuSign

10 December 2024 | 12:43

lennaert.treep@nibc.com

## Signer Events

Lennaert Treep

lennaert.treep@nibc.com

NIBC Bank N.V.

Security Level: Email, Account Authentication (None)

## Signature

Signature Adoption: Pre-selected Style  
Using IP Address: 193.58.15.1

## Timestamp

Sent: 10 December 2024 | 12:55

Viewed: 10 December 2024 | 13:01

Signed: 10 December 2024 | 13:08

### Electronic Record and Signature Disclosure:

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Peter Brouwer

peter.brouwer@nibc.com

Associate

NIBC Bank N.V.

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style  
Using IP Address: 193.58.15.1

Sent: 10 December 2024 | 13:08

Viewed: 10 December 2024 | 13:35

Signed: 10 December 2024 | 13:44

### Electronic Record and Signature Disclosure:

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Seva Nefedov

seva.nefedov@nibc.com

Director

NIBC Bank

Security Level: Email, Account Authentication (None)

DocuSigned by:  
Seva Nefedov  
2B2F6668F209408...

Signature Adoption: Pre-selected Style  
Using IP Address: 193.58.15.1

Sent: 10 December 2024 | 13:44

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Signed: 10 December 2024 | 13:45

### Electronic Record and Signature Disclosure:

Accepted: 08 June 2020 | 12:54

ID: 09f8f314-be88-4a7a-80c5-6274dae2184a

Company Name: NIBC Bank N.V.

Toine Teulings

toine.teulings@nibc.com

Director Funding & Debt IR

Toine Teulings

Security Level: Email, Account Authentication (None)

DocuSigned by:  
Toine Teulings  
DF6C0F9847A7438...

Signature Adoption: Pre-selected Style  
Using IP Address: 193.58.15.1

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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	10 December 2024   12:55
Certified Delivered	Security Checked	10 December 2024   14:53
Signing Complete	Security Checked	10 December 2024   14:53
Completed	Security Checked	10 December 2024   14:53
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **Disclosure Preview**

### **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, NIBC (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (90 days) after such documents are first sent to you.

#### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

#### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures,

authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact NIBC:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically by contacting the NIBC employee that you have received the electronic document from.

### **To advise NIBC of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to your NIBC contact person.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from NIBC**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to the NIBC employee who has requested you to sign the particular electronic document. In the body of such request you must state your email address, full name, mailing address, and telephone number.

### **To withdraw your consent with NIBC**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send an email to the NIBC employee who has requested you to sign the electronic document. In the body of such request you must state your email, full name, mailing address, and telephone number.

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Processing of personal data – Privacy Statement**

NIBC values and respects the privacy of our customers and business partners. We strive to protect the privacy and the confidentiality of personal data that NIBC processes in connection with the services it provides to customers. NIBC will process your personal data carefully and always in accordance with applicable rules and regulations.

The privacy statement describes how we (as a data controller) use your personal data in our business. We collect, use, disclose and otherwise process personal data that is necessary for the purposes identified in the privacy statement or as permitted by law.

- The Privacy Statement for our Customers and Business Partners can be downloaded and read here: <https://www.nibc.com/privacy-statement/>
- The Privacy Statement for NIBC employees can be downloaded and read here: <https://inside.prd.domain/Risk/legal/Documents/NIBC%20Employee%20Privacy%20Statement%20English.pdf>

In the event of any conflict or inconsistency between the body of this Electronic Record and Signature Disclosure and the relevant NIBC Privacy Statement, the terms and conditions set forth in the NIBC Privacy Statement shall prevail.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read and agree with this Electronic Record and Signature Disclosure and NIBC Privacy Statement; and
- You can print on paper this Electronic Record and Signature Disclosure and NIBC Privacy Statement, or save or send this Electronic Record and Disclosure and NIBC Privacy Statement to a location where you can print it, for future reference and access; and
- Until or unless you notify NIBC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NIBC during the course of your relationship with NIBC.