



30 April 2020

**NEDERLANDSE WATERSCHAPSBANK N.V.**

*(Incorporated in the Netherlands with its statutory seat in The Hague)*

**€60,000,000,000 Debt Issuance Program**

Under this €60,000,000,000 Debt Issuance Program (the '**Program**') Nederlandse Waterschapsbank N.V. (the '**Issuer**' or '**NWB Bank**') may from time to time issue notes (the '**Notes**') denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). As set out herein, the Notes will not be subject to any maximum maturity but will have a minimum maturity of one month. The maximum aggregate nominal amount of all Notes from time to time outstanding will not exceed €60,000,000,000 (or its equivalent in any other currency calculated as described herein).

The Notes will be issued on a continuing basis to one or more of the Dealers specified below and any additional Dealer appointed for the duration of the Program or, with regard to an issue of a particular tranche of Notes, for the purposes of that tranche (each a '**Dealer**' and together the '**Dealers**'). The Dealer or Dealers with whom the Issuer agrees or proposes to agree on the issue of any Notes is or are referred to as the '**relevant Dealer**' in respect of those Notes. The Notes will be issued in series (each a '**Series**') each of which will comprise one or more tranches (each a '**Tranche**').

This document constitutes a base prospectus dated 30 April 2020 (the '**Base Prospectus**') within the meaning of Regulation (EU) 2017/1129 (as amended, the '**Prospectus Regulation**'). The Base Prospectus is issued in replacement of a prospectus dated 30 April 2019, which does not affect any notes issued prior to the date of this Base Prospectus.

This Base Prospectus has been approved by the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the '**AFM**'), which is the Netherlands competent authority for the purpose of the Prospectus Regulation, as a base prospectus issued in compliance with the Prospectus Regulation in the Netherlands for the purpose of giving information with regard to the issue of Notes during the period of twelve months after the date hereof.

This Base Prospectus shall be valid for use only by the Issuer for a period of up to 12 months after its approval by the AFM and shall expire on 30 April 2021, at the latest.

The obligation to supplement this Base Prospectus, in the event of significant new factors, material mistakes or material inaccuracies only, shall cease to apply upon the expiry of the validity period of this Base Prospectus. The AFM only approves this Base 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 Base Prospectus nor as an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the securities.

Application may be made for Notes to be admitted to trading on Euronext Amsterdam ('**Euronext Amsterdam**'), the regulated market of Euronext Amsterdam N.V., the Official List of the Luxembourg Stock Exchange (the '**Luxembourg Stock Exchange**'), Euronext Paris ('**Euronext Paris**'), the regulated market of Euronext Paris S.A., Eurex Deutschland ('**Eurex Deutschland**'), the regulated market of Eurex Frankfurt AG and the regulated market of London Stock Exchange plc (the '**London Stock Exchange**'). In addition, Notes may be listed or admitted to trading, as the case may be, on any other stock exchange or market specified in the applicable Final Terms. The Program also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

The AFM has been requested by the Issuer to provide the Luxembourg *Commission de Surveillance du Secteur Financier* (the '**CSSF**'), the French *Autorité des marchés financiers* (the '**AMF**'), the German *Bundesanstalt für Finanzdienstleistungsaufsicht* (the '**BaFin**') and the United Kingdom *Financial Conduct Authority* (the '**FCA**') with

a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with Article 25 of the Prospectus Regulation.

The AFM shall notify the European Securities and Markets Authority ('ESMA') of the approval of this Base Prospectus and any supplement hereto at the same time as such approval is notified to the Issuer. In addition, the AFM shall provide ESMA with a copy of this Base Prospectus and any supplement hereto.

The Program has been rated AAA (in respect of Notes with a maturity of more than one year) and A-1+ (in respect of Notes with a maturity of one year or less) by S&P Global Ratings Europe Limited ('S&P') and has been rated P-1 (in respect of short-term Notes) and Aaa (in respect of senior unsecured medium-term Notes) by Moody's Investors Service Limited or any other registered Moody's branch ('Moody's'). Series of Notes may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Program. A security 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. As of the date of this Base Prospectus, each of S&P and Moody's is established in the European Union and is registered under Regulation (EC) No 1060/2009 of 16 September 2009 on credit rating agencies, as amended and supplemented (the 'CRA Regulation').

The rating of a certain Series of Notes, if applicable, will be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to such Series of Notes will be issued by a credit rating agency established in the European Union or the United Kingdom and registered or certified under the CRA Regulation will be disclosed clearly and prominently in the Final Terms.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes as set out herein, in which case a supplement, a new base prospectus or a drawdown prospectus, as appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes and, if relevant, which will be subject to the prior approval of the AFM.

The information on the websites to which a hyperlink has been included in this Base Prospectus does not form part of this Base Prospectus and has not been scrutinized or approved by the AFM.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the 'Securities Act') or any U.S. state securities laws, and the Notes may not be offered, sold or delivered 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')), except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act, applicable U.S. state securities laws or pursuant to an effective registration statement. The Notes may be offered and sold (a) in bearer form outside the United States to non-U.S. persons in reliance on Regulation S and (b) in registered form within the United States, to persons who are 'qualified institutional buyers' ('QIBs') within the meaning of and in reliance on Rule 144A under the Securities Act ('Rule 144A') and outside the United States to non-U.S. persons in reliance on Regulation S. **Prospective purchasers who are QIBs are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.** For a description of these and certain further restrictions on offers, sales, and transfers of Notes and distribution of this Base Prospectus, see 'Plan of Distribution' and 'Transfer Restrictions'. Notes in bearer form are subject to U.S. tax law requirements.

**An investment in the Notes involves certain risks. Prospective investors should have regard to the risk factors described under 'Risk Factors' in this Base Prospectus.**

This Base Prospectus must be read and construed together with any amendments or supplements hereto and with the documents incorporated by reference herein (which can be found on the website of the Issuer, <https://nwbbank.com> and may be obtained by contacting the Issuer by telephone (+31 70 416 62 66) or by e-mail: [legal@nwbbank.com](mailto:legal@nwbbank.com)), and in relation to any Tranche, this Base Prospectus should be read and construed together with the applicable Final Terms.

### **Joint-Arrangers**

BofA Securities

NatWest Markets

### **Dealers**

ABN AMRO

Barclays

BMO Capital Markets

BNP PARIBAS

BofA Securities

Citigroup

Commerzbank Aktiengesellschaft

Crédit Agricole CIB

Daiwa Capital Markets Europe

Danske Bank

Deutsche Bank

DZ BANK AG

Goldman Sachs International

HSBC

ING

J.P. Morgan

Landesbank Baden-Württemberg

Mizuho Securities

Morgan Stanley

Natixis

NatWest Markets

Nomura

Norddeutsche Landesbank - Girozentrale -

Rabobank

RBC Capital Markets

Scotiabank

Shinkin International Ltd

Skandinaviska Enskilda Banken AB (publ)

SMBC Nikko

TD Securities

Zürcher Kantonalbank

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## OVERVIEW OF THE PROGRAM

*This overview constitutes a general description of the Program for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980, and must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration of this Base Prospectus as a whole, including any amendment and/or supplement hereto and the documents incorporated by reference herein. The following overview does not purport to be complete and is taken from, and is qualified by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. Words and expressions defined in the Terms and Conditions of the Notes or elsewhere in this Base Prospectus have the same meanings in this section, unless otherwise stated. Prospective investors should consider, among other things, the following.*

<b>Description</b>	Debt Issuance Program
<b>Issuer</b>	Nederlandse Waterschapsbank N.V. (' <b>NWB Bank</b> ')
<b>Issuer Legal Entity Identifier (LEI)</b>	JLP5FSPH9WPSHY3NIM24
<b>Program</b>	The Issuer may, subject to compliance with all relevant laws, regulations and directives, from time to time issue Notes denominated in any currency as may be agreed between the Issuer and the relevant Dealer. The aggregate nominal amount, any interest rate or interest calculation, the issue price and any other terms and conditions contained herein with respect to each Series (as defined on the cover page) of Notes will be determined at the time of issuance and set forth in the applicable final terms (the ' <b>Final Terms</b> ').
<b>Size</b>	Up to €60,000,000,000 aggregate principal amount of Notes (or its equivalent in any other currency calculated as described herein) outstanding at any time. The Issuer may increase the amount of the Program in accordance with the terms of the program agreement dated 30 April 2020 (as further amended and/or supplemented and/or restated from time to time, the ' <b>Program Agreement</b> ').
<b>Joint-Arrangers</b>	Merrill Lynch International NatWest Markets Plc
<b>Dealers</b>	ABN AMRO Bank N.V. Bank of Montreal, London Branch Barclays Bank Ireland PLC Barclays Bank PLC BNP Paribas BofA Securities Europe SA Citigroup Global Markets Limited Citigroup Global Markets Europe AG Commerzbank Aktiengesellschaft Coöperatieve Rabobank U.A. Crédit Agricole CIB Daiwa Capital Markets Europe Limited Danske Bank A/S Deutsche Bank Aktiengesellschaft DZ BANK AG Deutsche Zentral-Genossenschaftsbank, Frankfurt am Main Goldman Sachs International HSBC Bank plc

ING Bank N.V.  
 J.P. Morgan Securities plc  
 Landesbank Baden-Württemberg  
 Mizuho International plc  
 Mizuho Securities Europe GmbH  
 Morgan Stanley & Co. International plc  
 Natixis  
 NatWest Markets Plc  
 Nomura International plc  
 Norddeutsche Landesbank - Girozentrale -  
 RBC Europe Limited  
 Scotiabank Europe plc  
 Shinkin International Ltd  
 Skandinaviska Enskilda Banken AB (publ)  
 SMBC Nikko Capital Markets Limited  
 SMBC Nikko Capital Markets Europe GmbH  
 The Toronto-Dominion Bank  
 Zürcher Kantonalbank

**Principal Paying Agent**

Citibank N.A.

**Non-U.S. Paying Agent**

Banque Internationale à Luxembourg, only with respect to Tranches (as defined on the cover page) of Notes which are solely offered and sold by the Issuer and/or the Dealers in bearer form outside the United States of America ('U.S.') to non-U.S. persons in reliance on Regulation S and only if so specified in the applicable Final Terms.

**Distribution**

Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.

**Currencies**

Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer, including, without limitation, Australian dollars, Canadian dollars, Danish krone, Euro, Hong Kong dollars, New Zealand dollars, Sterling, Swiss Francs, Norwegian krone, Swedish krona, Turkish lira, U.S. Dollars, South African rand and Japanese yen.

**Redenomination**

The applicable Final Terms may provide that the Notes may be redenominated in Euro. The relevant provisions applicable to such redenomination are contained in Condition 4 of the Terms and Conditions of the Notes.

**Alternative Currency**

If the Issuer is due to make any payment in a currency in respect of any Notes and such currency (the '**Original Currency**') is not available on the foreign exchange markets due to the imposition of exchange controls or due to the Original Currency's replacement or disuse or other circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligation in respect of that payment by making that payment in another currency (the '**Alternative Currency**') if so specified in the applicable Final Terms. The applicable exchange rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner. Any payment made by the Issuer under such

circumstances in the Alternative Currency shall constitute valid payment and shall not constitute an Event of Default (as defined in Condition 10 of the Terms and Conditions of the Notes).

**Maturities**

Any maturity, subject to applicable laws, regulations and restrictions and subject to a minimum maturity of one month.

**Issue Price:**

Notes may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par. The Issue Price will be disclosed in the Final Terms.

**Issuance in Series**

The Notes will be issued in Series, each of which will comprise one or more Tranches. The Notes of each Series will all be subject to identical terms, except that the issue date, issue price and the date of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations.

**Form of Notes**

The Notes will be issued in bearer form (**'Bearer Notes'**) or registered form (**'Registered Notes'**) as set out in the applicable Final Terms. Registered Notes will not be exchangeable for Bearer Notes and vice versa. No single Tranche may comprise both Bearer Notes and Registered Notes.

*Bearer Notes*

Each Tranche of Bearer Notes will be sold outside the United States in 'offshore transactions' within the meaning of Regulation S. Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Bearer Notes may not be offered, sold or delivered within the United States or to U.S. persons, as defined under the Code and the U.S. Treasury regulations promulgated thereunder. Bearer Notes will (unless otherwise specified in the applicable Final Terms) initially be represented by a temporary bearer global Note (a **'Temporary Bearer Global Note'**) which will be deposited on the relevant issue date either (i) if the Bearer Notes are intended to be issued in new global note (**'NGN'**) form, with a common safekeeper for Euroclear Bank SA/NV (**'Euroclear'**) and Clearstream Banking, S.A. (**'Clearstream, Luxembourg'**) or (ii) if the Bearer Notes are not intended to be issued in NGN form, with a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system.

Interests in the Temporary Bearer Global Note will be exchangeable as described therein for either interests in a permanent bearer global Note (a **'Permanent Bearer Global Note'**) and together with the Temporary Bearer Global Notes, the **'Bearer Global Notes'**) or Bearer Notes in definitive form (**'Definitive Bearer Notes'**) from the

40th day after the date on which the Temporary Bearer Global Note is issued upon certain conditions including, in the case of a Temporary Bearer Global Note where the issue is subject to the TEFRA D Rules, upon certification of non-U.S. beneficial ownership as required by U.S. Treasury regulations. The applicable Final Terms will specify that a Permanent Bearer Global Note is exchangeable for Definitive Bearer Notes either (i) upon not less than 30 days' notice or (ii) upon the occurrence of certain Exchange Events, as described in 'Form of the Notes' herein. Any interest in a Bearer Global Note will be transferable only in accordance with the rules and procedures for the time being of either Euroclear and/or Clearstream, Luxembourg as appropriate.

#### *Registered Notes*

The Registered Notes of each Tranche offered and sold in 'offshore transactions' within the meaning of Regulation S will be sold to non-U.S. persons outside the United States and will initially be represented by a global note in registered form (a '**Regulation S Global Note**'). The Registered Notes of each Tranche offered and sold in the United States or to U.S. persons may only be offered and sold in private transactions to QIBs and will initially be represented by a global note in registered form (a '**Rule 144A Global Note**' and, together with a Regulation S Global Note, the '**Registered Global Notes**' and together with Bearer Global Notes, '**Global Notes**').

Registered Global Notes will (i) be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ('**DTC**') and/or (ii) be deposited with a common depository or common safekeeper, as the case may be for Euroclear and/or Clearstream, Luxembourg, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper as specified in the applicable Final Terms.

The Registered Global Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions (see 'Plan of Distribution' and 'Transfer Restrictions'). In addition, no beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC, Euroclear and Clearstream, Luxembourg, in each case to the extent applicable.

#### **Fixed Rate Notes**

Interest on Fixed Rate Notes will be payable on the date or dates specified in the applicable Final Terms and on redemption and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer (as specified in the applicable Final Terms).



**Floating Rate Notes**

Floating Rate Notes will bear interest either at a rate determined on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency or on the basis of a reference rate appearing on the agreed screen page of a commercial quotation as specified in the applicable Final Terms. The Margin, if any, will be specified in the applicable Final Terms.

**FX Linked Notes**

Payments in respect of interest on FX Linked Interest Notes or payments in respect of principal on FX Linked Redemption Notes will be calculated based on the formula's specified in Condition 5.2(c) and/or Condition 7.8 of the Terms and Conditions of the Notes, respectively, by reference to such exchange rate as may be specified in the applicable Final Terms.

**Inflation Linked Notes**

Payments in respect of interest on Inflation Linked Notes will be calculated by reference to such inflation index as may be specified in the applicable Final Terms.

**CMS Linked Notes**

Payments in respect of interest on CMS Linked Notes will be calculated by reference to the difference between two separate notional constant maturity swaps, which are weighted in accordance with Multipliers as specified in the applicable Final Terms in relation to which a further Margin (if any) will be specified in the applicable Final Terms.

**Other provisions in relation to Floating Rate Notes, FX Linked Interest Notes, CMS Linked Notes and Inflation Linked Notes**

Floating Rate Notes, FX Linked Interest Notes, CMS Linked Notes or Inflation Linked Notes may also have a minimum interest rate, a maximum interest rate or both.

**Dual Currency Notes**

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as may be specified in the applicable Final Terms.

**Zero Coupon Notes**

Zero Coupon Notes will be offered and sold at a discount to their principal amount or at par and will not bear any interest.

**Early Redemption**

The applicable Final Terms will indicate either (i) that the Notes cannot be redeemed prior to their stated maturity (other than in specified installments (see below), if applicable, or for taxation reasons (Condition 7.2 of the Terms and Conditions of the Notes) or following an Event of Default (as defined in Condition 10 of the Terms and Conditions of the Notes)), (ii) that such Notes will be redeemable at the option of the Issuer ('**Issuer Call Option**') and/or the Noteholders ('**Investor Put Option**') upon giving not less than 15 nor more than 30 Business Days irrevocable notice (as specified in the applicable Final Terms) to the Noteholders in the case of an Issuer Call Option and upon giving not less than 15 Business Days nor more than 30 Business Days irrevocable notice (as specified in the applicable Final Terms) to the Issuer in

	<p>the case of an Investor Put Option, on a date or dates specified prior to such stated maturity and at a price or prices as are specified in the applicable Final Terms, or (iii) that such Notes will be automatically redeemed by the Issuer upon the occurrence of an Automatic Early Redemption Event.</p>
<b>Installment Notes</b>	<p>The applicable Final Terms may provide that Notes may be repayable in two or more installments in such amounts and on such dates as specified therein.</p>
<b>Denomination of Notes</b>	<p>Notes will be issued in such denominations as may be specified in the applicable Final Terms save that the minimum denomination of each Note will be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes).</p>
<b>Taxation</b>	<p>Payments in respect of the Notes will be made without withholding or deduction unless required by law. The Final Terms will specify whether or not the Issuer will be required (subject to certain exceptions) to pay additional amounts for Dutch withholding taxes on payments on the Notes. If the applicable Final Terms provide that the Issuer is not required to pay any additional amounts for Dutch withholding taxes (if any) on payments on the Notes, it will also specify that Condition 7.2 of the Terms and Conditions of the Notes will not apply to the Notes.</p>
<b>Negative Pledge</b>	<p>See Condition 3 of the Terms and Conditions of the Notes.</p>
<b>Cross Default</b>	<p>None.</p>
<b>Status of the Notes</b>	<p>The Notes will constitute unsecured and unsubordinated obligations of the Issuer and will rank pari passu without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.</p>
<b>Rating</b>	<p>The Program has been rated AAA (in respect of Notes with a maturity of more than one year) and A-1+ (in respect of Notes with a maturity of one year or less) by S&amp;P and has been rated P-1 (in respect of short-term Notes) and Aaa (in respect of senior unsecured medium-term Notes) by Moody's.</p> <p>An obligation rated 'AAA' by S&amp;P has the highest rating. According to S&amp;P, the obligor's capacity to meet its financial commitment on the obligation is extremely strong.</p> <p>A short-term obligation rated 'A-1' is rated in the highest category by S&amp;P. According to S&amp;P, the obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial</p>

commitment on these obligations is extremely strong.<sup>1</sup> Moody's long-term ratings are assigned to obligations with an original maturity of one year or more and reflect both on the likelihood of a default on contractually promised payments and the expected financial loss suffered in the event of default. According to Moody's, obligations rated 'Aaa' are judged to be of the highest quality and subject to the lowest level of credit risk. Moody's short-term ratings are assigned to obligations with an original maturity of thirteen months or less and reflect both on the likelihood of a default on contractually promised payments and the expected financial loss suffered in the event of default. Issuers (or supporting institutions) rated 'P-1' have a superior ability to repay short-term debt obligations.<sup>2</sup>

Series of Notes issued under the Program may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Program. A security 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. As of the date of this Base Prospectus, each of S&P and Moody's is established in the European Union and is registered under the CRA Regulation.

The rating of a certain Series of Notes to be issued under the Program, if applicable will, be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to such Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed clearly and prominently in the applicable Final Terms.

## **Listing**

The Program provides that Notes issued under the Program may be admitted to listing, trading and/or quotation on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland and the London Stock Exchange. The AFM has been requested by the Issuer to provide the CSSF, the AMF, the BaFin and the FCA with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive and the Prospectus Regulation. The Program also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system. The applicable Final Terms will specify whether or not the Notes are to be listed and, if so, on which market.

## **Governing Law**

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by,

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<sup>1</sup> [https://www.standardandpoors.com/en\\_US/web/guest/article/-/view/sourceId/504352](https://www.standardandpoors.com/en_US/web/guest/article/-/view/sourceId/504352).

<sup>2</sup> [https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC\\_79004](https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBC_79004).

and construed in accordance with, the laws of the Netherlands.

#### **Terms and Conditions**

The Terms and Conditions applicable to each Series will be agreed between the Issuer and the relevant Dealer at or prior to the time of issuance of such Series, and will be specified in the applicable Final Terms. A form of the Final Terms is set out below (see ‘Form of Final Terms’).

#### **Selling Restrictions**

There are selling restrictions in relation to the European Economic Area, France, Belgium, the Netherlands, the United Kingdom, Singapore, Switzerland, Japan and the United States as may be required in connection with the offering and sale of a particular Tranche of Notes (see ‘Plan of Distribution’ below).

#### **Target Market**

Unless otherwise indicated in the applicable Final Terms, Eligible Counterparties and Professional Clients only as defined in Directive 2014/65/EU (as amended, ‘**MiFID II**’); (all distribution channels).

#### **Transfer Restrictions**

Regulation S Category 2; Rule 144A; and TEFRA D/TEFRA C/TEFRA not applicable, as specified in the applicable Final Terms (see ‘Transfer Restrictions’ below).

Notes in bearer form will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor regulation in substantially the same form for purposes of Section 4701 of the U.S. Internal Revenue Code (‘**TEFRA D Rules**’) unless (i) the applicable Final Terms state that Notes are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor regulation in substantially the same form for purposes of Section 4701 of the U.S. Internal Revenue Code (the ‘**TEFRA C Rules**’) or (ii) the Notes have a term of one year or less (taking into account any unilateral extension or rollover rights).

#### **Regulatory Matters**

Each issue of Notes in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see ‘Plan of Distribution’ and ‘Transfer Restrictions’ below).

## **RISK FACTORS**

*NWB Bank believes that the following factors may affect its ability to fulfill its obligations under the Notes. Such factors are factors which we consider to be material for the purpose of assessing the risks associated with the Issuer and the Notes.*

*Although the most material risk factors have been presented first within each category, the order in which the remaining risks are presented is not necessarily an indication of the likelihood of the risks actually materializing, of the potential significance of the risks or of the scope of any potential negative impact to NWB Bank's business, financial condition, results of operations and prospects. NWB Bank may face a number of these risks described below simultaneously and some risks described below may be interdependent. While the risk factors below have been divided into categories, some risk factors could belong in more than one category and prospective investors should carefully consider all of the risk factors set out in this section.*

*NWB Bank believes that the factors described below represent all the material risks inherent in investing in the Notes, but the inability of NWB Bank to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons. Risks not presently known to NWB Bank or that it currently believes to be immaterial could also have a material impact on its business operations and the price of the Notes. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision with respect to the Notes.*

*Words and expressions defined in the Terms and Conditions of the Notes or elsewhere in this Base Prospectus have the same meanings in this section, unless otherwise stated. Prospective investors should consider, among other things, the following.*

### **RISK FACTORS REGARDING THE ISSUER**

#### **A. Risks related to the issuer's financial situation**

##### ***1. Changes in interest rates and/or widening of liquidity and credit spreads may negatively affect NWB Bank's prospects, financial condition and results of operations***

NWB Bank's exposure to fluctuations in interest rates arises from differences in interest rates and terms between lending and borrowing. In a period of changing interest rates (and volatile spreads), interest expense may increase at different rates than the interest earned on assets. Accordingly, changes in interest rates could decrease interest income, NWB Bank's primary source of revenue. In addition, changes in interest rates may negatively affect the value of NWB Bank's assets and its ability to realize gains or avoid losses from the sale of those assets, all of which also ultimately affect profit. Changes in interest rates may also result in unrealized losses that may be required to be recognized in the income statement or in equity on the balance sheet. Furthermore, an increase in interest rates (or spreads) may decrease the demand for loans. Accordingly, changes in prevailing interest rates and/or widening of liquidity and credit spreads may negatively affect NWB Bank's prospects, financial condition and results of operations. See *NWB Bank's business and results of operations may be negatively affected by actual or perceived local and global economic and financial market conditions* as to how the effects of such volatility and an expansionary monetary policy can impact on NWB Bank and the business and economic environment in which it operates.

NWB Bank's policy is to manage the interest rate risk bank-wide by using interest rate swaps and other derivative instruments for both the asset and the liability sides of the balance sheet, in which NWB Bank agrees to exchange, at specified intervals, the difference between fixed and variable interest rates calculated by reference to an agreed-upon notional principal amount. NWB Bank's hedging activities, however, may not have the desired beneficial impact on its financial condition or results of operations. See *NWB Bank may be unable to manage its risks successfully through derivatives* wherein the risks and complexities of developing hedging strategies to manage interest rate risk are set out.

##### ***2. NWB Bank is subject to liquidity risks and adverse capital and credit market conditions may impact NWB Bank's ability to access liquidity as well as the cost of credit***

Liquidity risk is the risk that NWB Bank, although solvent, is at any given moment unable to meet its payment obligations due to insufficient financial resources or can only secure such financial resources at excessive cost. NWB Bank requires liquidity in its day-to-day business activities primarily to pay its operating expenses and interest or other

payments on its debt or derivatives and replace certain of its maturing liabilities. The principal source of liquidity for NWB Bank is the wholesale lending markets.

During the worst states of the global economic and financial crises, credit markets worldwide, including interbank markets, experienced severe reductions in the availability of financing for prolonged periods. Uncertainty regarding the market perception of credit risk across financial institutions may lead to reductions in access to traditional sources of funding, such as the wholesale lending markets, or increases in the costs of accessing such funding.

Although NWB Bank's overall liquidity position remained strong in 2019, if any of the problems discussed above occur or recur, NWB Bank's access to the wholesale lending markets could be restricted or available only at a higher cost.

The availability and cost of financing depend on a variety of factors such as the market conditions referred to above, as well as the general availability of funds, the volume of trading activities, the availability of funds to the financial services industry, an issuer's credit ratings and credit capacity, as well as the possibility that customers or lenders could develop a negative perception of an issuer's long- or short-term financial prospects. NWB Bank's access to funds and the cost of obtaining such funds is significantly influenced by the views of rating agencies. If NWB Bank's access to the capital markets or the cost of accessing such markets should increase significantly or if NWB Bank is unable to attract other sources of financing, these developments could have an adverse effect on NWB Bank's liquidity position and its financial condition and results of operations.

### ***3. Credit and counterparty risk may negatively affect NWB Bank's financial condition and results of operations***

NWB Bank is subject to general credit risks, including credit risks of borrowers. Third parties that owe NWB Bank money, securities or other assets may not pay or perform under their obligations. These parties include borrowers under loans made by NWB Bank, the issuers whose securities NWB Bank holds, customers, trading counterparties, counterparties under swap and credit and other derivative contracts, clearing agents and central clearing houses, exchanges and other financial intermediaries. These parties may default on their obligations to NWB Bank due to bankruptcy, lack of liquidity, downturns in the economy, operational failure, systemic failure or for other reasons. Any such defaults could lead to losses for NWB Bank, which could have a material adverse effect on NWB Bank's financial condition and results of operations.

## **B. Risks related to the issuer's business activities and industry**

### ***4. NWB Bank's business and results of operations may be negatively affected by actual or perceived local and global economic and financial market conditions***

NWB Bank's business and results of operations are affected by local and global economic conditions, perceptions of those conditions and future economic prospects. After a period of economic expansion, updated forecasts indicate the outlook of the global economy in the near to medium-term has deteriorated and it is very likely that in 2020 the global economy will experience its worst recession since the Great Depression, surpassing even the downturn experienced during the global financial crisis a decade ago.<sup>3</sup>

In late-2019, a highly-infectious novel coronavirus named COVID-19 was first identified in Wuhan, People's Republic of China ('PRC'). Spreading quickly to other regions of the world, COVID-19 was declared a global pandemic by the World Health Organization on 11 March 2020. Various countries and local governmental authorities across the world have introduced measures aimed at preventing the further spread of COVID-19, including amongst others, bans on public events which have more than a certain number of attendees, closures of places where large groups of people gather such as schools, sports facilities and bars and restaurants, lockdowns, border controls and travel and other restrictions. Such measures have disrupted the normal flow of business operations in those countries and regions, which include countries and regions where NWB Bank and its customers and counterparties operate, affected global supply chains, global manufacturing, tourism, consumer spending and asset prices, and resulted in volatility and uncertainty across the global economy and financial markets.

The negative economic impacts of the COVID-19 pandemic are expected to put pressure on NWB Bank's results, while disruptions to staff and technology may also negatively impact NWB Bank's efforts to improve operational efficiency. For example, if due to illness employees are unable to work or if by having to work remotely they cannot

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<sup>3</sup> Source: International Monetary Fund: World Economic Outlook 2020.

operate as effectively and efficiently as in the office, that may adversely affect NWB Bank's business. If the businesses of customers or other counterparties are affected, that may adversely affect their ability to meet their obligations towards NWB Bank, which in turn may affect NWB Bank's results and financial condition. NWB Bank also expects to be affected by the COVID-19 pandemic through its direct and indirect impact on, among others, its employees and the financial condition of its customers or other counterparties, including increasing the risk of impairments or defaults by customers and counterparties under loans and other contractual arrangements. NWB Bank's business, results and financial condition are also expected to be affected by measures taken by various countries across the world to curb the further spread of the virus as mentioned above, and by measures taken by governments, regulators and central banks to support the economy and financial markets, as described below. The nature and impact of such support measures remain uncertain, and any potential positive impacts from such measures may not fully mitigate or compensate the negative impacts on NWB Bank's business and operations from the COVID-19 pandemic and related economic impacts. The exact ramifications of the COVID-19 pandemic and measures taken in response are highly uncertain and, as of the date of this Base Prospectus, it is difficult to predict the further spread or duration of the pandemic and the economic effects thereof, or the effect of current or any future measures aimed at preventing further spread of the virus and at limiting damage to the economy and financial markets, whether direct or indirect, such as by increasing sovereign debt of certain countries which may result in increased volatility and widening credit spreads, which could in turn have a material adverse effect on NWB Bank's business, results and financial condition and ability to access capital and liquidity on financial terms acceptable to NWB Bank.

The COVID-19 pandemic is expected to weigh heavily on global economic prospects. Major central banks have taken swift and significant action and central bank rates have declined or are expected to decline in the near term. Notwithstanding looser monetary policy, equity valuations have generally declined and optimism about earnings prospects has decreased as a result of the COVID-19 pandemic. The outlook for the economy in the Netherlands remains modest with growth rates continuing to taper off. Gross domestic product ('GDP') in the Netherlands increased by 1.8% in 2019 driven mainly by domestic spending and exports. However, the COVID-19 pandemic is expected to result in a decline in GDP in 2020 within a range of -1.2% and -7.3% depending on the measures taken by authorities to support the economy through fiscal and monetary policy initiatives coupled with public health measures and restrictions imposed to contain and manage the spread of the COVID-19 virus.<sup>4</sup> The average number of people unemployed in the Netherlands decreased to 3.4% of the working population in 2019 from 3.8% in 2018 (2017: 4.9%).<sup>5</sup> Projections suggest that employment will be affected by the COVID-19 pandemic with unemployment being only slightly affected in a best-case scenario (i.e. limited period of contact restrictions imposed to manage the spread of COVID-19 and sufficient fiscal and monetary measures to support the economy and furloughed/retrained workers). Under a worst-case scenario (i.e. prolonged period of contract restrictions for a year and ineffective or insufficient efforts to support the economy and furloughed/retrained workers), forecasts suggest an increase in unemployment rate in the Dutch working population to 9% in 2020. Inflation in the Netherlands was approximately 2.7% in 2019<sup>6</sup>, and projections suggest it is set to decrease to approximately 1.2% in 2020 as the effect of the increase in the reduced VAT tariff from 6% to 9% will have filtered through.<sup>7</sup> However, these forecasts may prove inaccurate and conditions may worsen, including if any of the risks described herein or other risks materialize. The International Monetary Fund (the 'IMF') is forecasting a decline in real GDP in the Netherlands of 7.5% in 2020 with an expectation that growth will rebound to 3.1% in 2021.<sup>8</sup>

Due to the COVID-19 pandemic, the Dutch government has decided to implement a series of unprecedented economic measures. The measures are designed not only to protect the health of its citizens, but also to protect people's jobs and livelihoods and to minimise the impact on self-employed people, small and medium-sized enterprises and major companies. Under the newly announced measures, the Dutch Tax Authority is taking substantial measures to mitigate the effects of the COVID-19 pandemic on the economy.<sup>9</sup>

NWB Bank's business is impacted generally by the business and economic environment in which it operates, which itself is impacted by factors such as changes in interest rates, securities prices, credit and liquidity spreads, exchange rates, consumer spending, business investment, real estate valuations, government spending, inflation, the volatility and strength of the capital markets and other destabilizing forces such as geopolitical tensions or acts of terrorism.

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<sup>4</sup> Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

<sup>5</sup> Source: Statistics Netherlands (*Centraal Bureau voor de Statistiek*).

<sup>6</sup> Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

<sup>7</sup> Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

<sup>8</sup> Source: IMF: World Economic Outlook 2020.

<sup>9</sup> Source: The Government of the Netherlands.

The Dutch economy performed well in 2018 and 2019 but is expected to fall into recession in 2020. Volatility resulting from the factors noted above and market disruption could create a less favorable environment for NWB Bank's public sector clientele.

These factors, together with volatility in the capital and credit markets during recent years, have had a material impact on NWB Bank's core activities of funding and lending. In particular, NWB Bank's ability to generate revenues and expand its loan portfolio in the future largely depends on economic and market conditions within the Netherlands, which in turn is reliant on such conditions in Western Europe. Lending by NWB Bank to housing associations was expected to increase in the coming years due to an increase in expected building activity by housing associations by way of refurbishment to existing housing stock and the building of new housing stock but it is unclear at this stage how heavily this uptick in activity will be negatively affected by a recession in the Netherlands in 2020. The healthcare sector and especially the smaller care providers were expected to experience low financing requirements. However, given that the healthcare sector is at the forefront of the response to the COVID-19 pandemic, financing needs should increase in 2020. Local and regional authorities' demand for long-term loans in recent years has fallen principally due to weak demand generally, as well as local and regional authorities' obligation to use excess funds to help finance local municipality activities. However, NWB Bank increased lending to municipal entities, common schemes and government guaranteed loans in 2019 and believes that housing associations are and will remain, in revenue and outstanding financing, the largest group of its clients. Such a strategy, though, can result in limiting diversification of lending and sources of revenue for NWB Bank. See also '*NWB Bank is exposed to certain concentration risks in its loan portfolio*'.

NWB Bank's business and results of operations are also affected by financial and credit market conditions. The European markets may be negatively impacted by uncertainties surrounding the exit of the United Kingdom and, potentially, other European Union member states and may again experience periods of high volatility as a result of various of the factors identified in this section of the Base Prospectus or otherwise. See '*A weakening of economic growth in Europe and the uncertainties surrounding the United Kingdom's exit from the European Union, may adversely affect NWB Bank's business and results of operations*'.

The U.S. Federal Reserve ended its quantitative easing program in October 2014 and in December 2015 raised its target range for the federal funds rate for the first time since June 2006. In December 2016, the U.S. Federal Reserve raised its target range for the federal funds rate by 25 basis points, to a range of 0.50% to 0.75%, with further increases in each of March, June, September and December 2018. In response to slowing growth, however, the U.S. Federal Reserve reduced the federal funds rate in August, September and October 2019. In response to the impact of the COVID-19 outbreak significant cuts were made in March 2020. The target range for the federal funds rate after these cuts is forecast to be 0% to 0.25%. Further, both the U.S. Federal Reserve and the ECB have aggressively expanded asset purchase programmes. Globally, central banks have committed to new and expanded asset purchase programmes for as long as necessary to reinforce the accommodative impact of its policy rates.

Further market volatility may occur as interest rates are decreased in most major economies and markets respond to the expansion of quantitative easing ('QE') programmes by the U.S. Federal Reserve and the ECB. Reduced business confidence, higher levels of unemployment, adverse changes to levels of inflation, potentially lower or negative interest rates and falling property prices, and consequently an increase in delinquency rates and default rates among customers, notwithstanding extraordinarily accommodating fiscal and monetary policy will weigh on global economic recovery and growth. The resulting uncertainty in financial markets could create a somewhat difficult operating environment for financial institutions, including NWB Bank, as they place strain on funding needs and may continue to cause significant volatility to funding costs.

The COVID-19 pandemic has already highlighted the actions and commercial soundness of other financial institutions and the potential impact to market liquidity. The adverse impact on the credit quality of NWB Bank's customers and counterparties, coupled with a decline in collateral values, could lead to a reduction in recoverability and value of NWB Bank's assets and higher levels of impairment allowances, which could have an adverse effect on NWB Bank's prospects, financial condition and results of operations.

Should volatility in the financial and credit markets continue and a global recession materialise, NWB Bank may experience reductions in business activity, increased and volatile funding costs and funding pressures, decreased asset values and/or lower profitability. As a result of changing market conditions and the influence of financial, economic and/or other cycles, NWB Bank's results of operations are subject to volatility that may be outside the control of NWB



Bank. NWB Bank's financial condition and results of operations may, therefore, vary significantly from year to year depending on market and general economic conditions.

***5. A weakening of economic growth in Europe and the uncertainties surrounding the United Kingdom's exit from the European Union, may adversely affect NWB Bank's business and results of operations***

Forecasts of growth in 2019 and 2020 for some of the largest European economies were in the process of being significantly revised at the start of 2020. Germany was set to suffer weaker industrial production following global trade disputes and disruptions to supply chains. Italy has been facing a slowing business investment and a softening labour market and France has been experiencing lower public and private investment and slower growth in private consumption. The forecasts for the three largest economies in the Eurozone, and the Eurozone are now expected to be severely affected by a prolonged disruption and lockdown caused by the COVID-19 pandemic. The IMF is expecting real GDP in Germany, France, Italy and Spain to contract by 7.0%, 7.2%, 9.1% and 8.0%, respectively.<sup>10</sup> The potential impact of a sovereign default on the Eurozone countries, including the potential that some Member States could leave the Eurozone (either voluntarily or involuntarily), continues to raise concerns about the ongoing viability of the euro currency and the EMU. In an attempt to mitigate the economic fallout caused by the COVID-19 pandemic, various fiscal initiatives as well as an expanded QE program of the ECB have been implemented. These measures are designed to improve confidence in Eurozone equities and encourage private bank lending however there remains considerable uncertainty as to whether such measures, will be sufficient to ensure economic recovery or avert the threat of sovereign default.

The implications of the UK's exit from the European Union on 31 January 2020 ('**Brexit**') remain uncertain and could have an adverse impact with respect to the European integration process, the relationship between the UK and the EU, and economies and businesses in the EU and the UK. NWB Bank could be adversely impacted by related market developments such as increased exchange rate movements of the pound sterling versus the euro and higher financial market volatility in general due to increased uncertainty, any of which could affect the results of NWB Bank's operations in the EU or the UK. NWB Bank could also be adversely impacted should a Brexit result in the UK moving away from agreed and implemented EU legislation.

The full effects on the Dutch, European and global economies of Brexit, an exit of one or more Member States from the EMU, or a potential dissolution of the EMU and a consequential re-introduction of individual currencies in one or more EMU Member States, are impossible to predict. However, if any such event were to occur it would likely:

- result in significant market dislocation;
- result in significant volatility in the value of the euro against other currencies;
- heighten counterparty risk;
- result in downgrades of credit ratings for European borrowers, giving rise to increases in credit spreads and decreases in security values;
- disrupt and adversely affect the economic activity of the Dutch and other European markets; and
- adversely affect the management of market risk and in particular asset and liability management due, in part, to the redenomination of financial assets and liabilities and the potential for mismatch.

The occurrence of any of these events could have a material adverse effect on NWB Bank's prospects, financial condition and results of operations.

***6. NWB Bank is exposed to certain concentration risks in its loan portfolio***

NWB Bank lends primarily to public authorities and institutions guaranteed by public authorities. In addition, NWB Bank holds an interest-bearing securities portfolio comprising mainly securitized Dutch home mortgage loans ('**Residential Mortgage Backed Securities**' or '**RMBS notes**') that are guaranteed under the National Mortgage Guarantee (a guarantee provided to certain mortgage lenders by *Stichting WEW*, a private entity, covering payment

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<sup>10</sup> Source: IMF: World Economic Outlook 2020.

obligations of the borrowers vis-à-vis the mortgage lender), which carry limited- to high-weighted credit risk, and bonds issued or guaranteed by public sector institutions, which carry limited weighted credit risk. The portfolio of RMBS notes declined by €0.3 billion during 2019 to €0.4 billion as at 31 December 2019. A relatively small proportion of loans is provided to government controlled companies without a government guarantee (Dutch utility companies), which carry a high weighted credit risk. In addition, NWB Bank carries out hedging transactions with financial institutions, including currency and interest rate swaps, and enters into other derivative transactions, as well as money market transactions, based on which there is a counterparty risk.

While NWB Bank's niche position as a specialized lender to the Dutch public sector means that it has a low-risk weighted portfolio, it also has a limited ability to diversify its lending and hence its main revenue source (net-interest income), which are strongly concentrated in both sector and geography. In particular, NWB Bank has a strong concentration in lending to social housing associations (approximately 62% of its total lending portfolio in nominal value as at 31 December 2019), which loans are guaranteed by *Stichting Waarborgfonds Sociale Woningbouw* ('WSW'), a social housing fund ultimately supported by the Dutch central government and municipalities.

### C. Legal and regulatory risk

#### ***7. NWB Bank is subject to substantial regulation and oversight. Significant regulatory developments and changes in the approach of NWB Bank's regulators are likely to have a material adverse effect on NWB Bank's operations or profitability***

NWB Bank is subject to detailed banking and other financial services laws, regulations and policies in the Netherlands. See 'Nederlandse Waterschapsbank N.V. – Supervision and Regulation' below. As a compact organization, NWB Bank is burdened financially and operationally by the pressure of an increase of these laws, regulations, policies and changes thereto, as well as the heightened duty to provide reports to regulators. Any new or changed laws, regulations and policies may adversely affect NWB Bank's business and/or results of operations.

This is especially the case for the requirements with respect to capital adequacy and liquidity, as proposed by the Basel Committee on Banking Supervision (the '**Basel Committee**') and being implemented in the European Union through, among others, the Capital Requirements Directive (Directive 2013/36/EU, '**CRD IV Directive**') and the Capital Requirements Regulation (Regulation 575/2013, '**CRR**'), together with the CRD IV Directive, '**CRD IV**'). These requirements are subject to ongoing change, and are expected to become even more stringent. This is especially due to the implementation and entry into force of the changes to CRD IV included in 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**') (informally referred to as Basel IV). Although NWB Bank currently expects that neither the EU Banking Reforms nor the Basel III Reforms will materially negatively affect its ongoing compliance with the requirements laid down therein, the impact of these changes to the applicable prudential regime is yet to be fully determined by NWB Bank. This is among others due to the fact that the EU Banking Reforms and notably the Basel III Reforms are still subject (in part) to further implementation in EU or national laws.

#### ***8. Risks related to the Dutch Intervention Act, BRRD and SRM Regulation***

The BRRD and the SRM Regulation set out a common European recovery and resolution framework applicable to banks and certain investment firms, group entities (including financial institutions subject to consolidated supervision) and (to a limited extent) branches of equivalent non-European Economic Area ('**EEA**') banks and investment firms. If NWB Bank would be deemed to fail or likely to fail and the other resolution conditions would also be met, the resolution authority may decide to place NWB Bank under resolution. It may decide to apply certain resolution tools, such as tools which, in summary, provide for a transfer of certain assets and/or liabilities of NWB Bank to a third party. In addition, the BRRD and the SRM Regulation provide for the bail-in tool, which may result in the write-down or conversion into shares of capital instruments and eligible liabilities. The resolution authority may furthermore decide to terminate or amend any agreement (including a debt instrument, such as the Notes) to which NWB Bank is a party or replace NWB Bank as a party thereto.

To support bail-in, a minimum requirement for own funds and eligible liabilities ('**MREL**') applies under the BRRD and SRM Regulation. The MREL is subject to ongoing change, and is expected to become more stringent. If NWB Bank 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 business, financial position and results of operations of NWB Bank.

In addition to the BRRD and SRM Regulation, the Dutch Intervention Act (*Wet bijzondere maatregelen financiële ondernemingen*) enables the Dutch Minister of Finance to intervene with a bank or parent undertaking thereof established in the Netherlands, such as NWB Bank, if the Minister of Finance is of the view that the stability of the financial system is in serious and immediate danger due to the situation that the bank is in. These powers among others consist of the expropriation of assets and/or liabilities of NWB Bank, claims against NWB Bank and securities issued by or with the cooperation of NWB Bank.

Without prejudice to the above, the competent resolution authority has decided that with regard to NWB Bank a simplified obligations plan under the SRM Regulation / BRRD will be applied. This means that the resolution authority's plan for NWB Bank is for NWB Bank to be liquidated in accordance with the Dutch insolvency rules and regulations rather than through a resolution procedure. The resolution authority may however deviate from this plan.

Under certain conditions, the resolution authority may use its powers under the BRRD or SRM Regulation or the Dutch Intervention Act in a way that could result in debt instruments of NWB Bank absorbing losses. The specific factors the competent resolution authority would consider in deciding whether to take any recovery or resolution measures are however unclear. The uncertainty about the application and the use of the powers under the BRRD and SRM Regulation could negatively affect the position of the holders of such debt instruments and the credit rating attached to debt instruments then outstanding and could result in losses to the holders of such debt instruments. These measures and consequences could furthermore increase NWB Bank's cost of funding and thereby have an adverse impact on NWB Bank's financial position and results of operation. In addition, there could be amendments (including, but not limited to, the amendments discussed above) to the SRM Regulation and the BRRD or the Dutch Intervention Act, which may add to these effects. Finally, any perceived or actual indication that NWB Bank is no longer viable, may become subject to recovery or resolution and/or does not meet its other recovery or resolution requirements (such as MREL) may have a material adverse impact on NWB Bank's financial position, regulatory capital position and liquidity position, including increased costs of funding for regulatory purposes.

#### **D. Internal control risk**

##### ***9. NWB Bank may be unable to manage its risks successfully through derivatives***

NWB Bank 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 and the impact of interest rate and liquidity and credit spread changes. NWB Bank seeks to mitigate these risks by, among other things, entering into a number of derivative instruments, such as swaps and forward contracts including, from time to time, portfolio hedges for parts of its business.

Developing an effective strategy for dealing with these risks is complex, and no strategy can completely insulate NWB Bank from risks associated with those fluctuations. NWB Bank's hedging strategies also rely on assumptions and projections regarding its assets and liabilities, general market factors and the creditworthiness of its counterparties that may prove to be incorrect or prove to be inadequate. Accordingly, NWB Bank's hedging activities may not have the desired beneficial impact on its financial condition or results of operations. Poorly designed strategies or improperly executed transactions could actually increase NWB Bank's risks and losses. If NWB Bank terminates a hedging arrangement, it may also be required to pay additional costs, such as transaction fees or breakage costs. NWB Bank's hedging strategies and the derivatives that it uses and may use may not adequately mitigate or offset the risk of interest rate and currency volatility, and NWB Bank's hedging transactions may result in losses.

##### ***10. NWB Bank's risk management methods may leave it exposed to unidentified, unanticipated or incorrectly quantified risks, which could lead to material losses or material increases in liabilities***

In the course of its business activities, NWB Bank is exposed to a variety of risks, the most significant of which are market risk, interest rate risk, liquidity risk, volatility risk, credit and counterparty risk, model risk, funding risk and operational risk. NWB Bank's revenues and interest rate risk are dependent upon its ability to properly identify changes in the value of financial instruments caused by changes in market prices, rates and spreads. NWB Bank's earnings are dependent upon the effectiveness of NWB Bank's management of migrations in credit quality and risk concentrations, the accuracy of NWB Bank's valuation models and critical accounting estimates. Extreme market volatility could make it difficult, or in some cases impossible, to value some of the financial instruments that NWB Bank holds. Market volatility may also result in significant unrealized losses or impairment losses on such financial

instruments. Although NWB Bank believes it has implemented, and will continue to implement, appropriate policies, systems and processes to control and mitigate these risks, including to manage fluctuations in fair value, investors should note that any failure to adequately control these risks could result in adverse effects on NWB Bank's financial condition, results of operations and reputation.

NWB Bank devotes significant resources to the development of risk management policies, procedures and assessment methods for its banking business. NWB Bank uses basis point value ('DV01') limits, earnings-at-risk models, gap analyses, stress testing, liquidity gap limit models and scenario analyses as well as other risk assessment methods. Nonetheless, such risk management techniques and strategies may not be fully effective in mitigating risk exposure in all economic market environments or against all types of risk, including risks that NWB Bank fails to identify or anticipate. Some of NWB Bank's qualitative tools and metrics for managing risk are based upon use of observed historical market behavior. These tools and metrics may fail to predict or predict incorrectly future risk exposures. Moreover, these observations or information may not be accurate, complete, up-to-date or properly evaluated in all cases. NWB Bank's losses could thus be significantly greater than such measures would indicate. In addition, NWB Bank's quantified modeling does not take all risks into account. For a broader set of risks, NWB Bank takes a more qualitative approach to managing those risks, which is less precise than quantified modeling and could prove insufficient. There can, therefore, be no assurance that NWB Bank's risk management and internal control policies and procedures will adequately control, or protect NWB Bank against, all credit and other risks. In addition, certain risks could be greater than NWB Bank's empirical data would otherwise indicate. Unanticipated or incorrectly quantified risk exposures could result in material losses for NWB Bank.

***11. Operational risks are an inherent part of NWB Bank's businesses and failure to manage these risks could harm NWB Bank's business and reputation***

NWB Bank's business inherently generates operational risks. The operational risks that NWB Bank faces include the possibility of inadequate or failed internal or external processes or systems, human error, regulatory breaches, including inadequate compliance with internal and external laws, errors resulting from faulty computer or telecommunications systems, transaction processing and settlement, employee misconduct or external events such as fraud. These events could result in financial loss as well as harm to NWB Bank's reputation. Additionally, the loss of key personnel could adversely affect NWB Bank's operations and results. The requirement for various personnel to work remotely as a result of COVID-19 containment measures raises the likelihood of such risks set out above arising.

Although NWB Bank devotes resources to developing its operational risk management policies and procedures, and expects to continue to do so in the future, there can be no assurance that these will be adequate or effective. Any material deficiency in NWB Bank's operational risk management or other internal control policies or procedures may expose NWB Bank to significant credit, liquidity or market risks, which may in turn have a material adverse effect on NWB Bank's business, results of operations and financial condition.

***12. The IT and other systems on which NWB Bank depends for its day-to-day operations may fail for a variety of reasons that may be outside NWB Bank's control and there is an increasing risk of cyber attacks***

NWB Bank's operations are highly dependent on its ability to process and monitor, on a daily basis, a large number of transactions, some of which are complex, while complying with applicable laws and regulations. NWB Bank's financial, accounting, data processing or other operating systems and facilities may fail to operate properly or may become disabled, which may have an adverse effect on NWB Bank's ability to process transactions or provide services. Other factors which could cause NWB Bank's operating systems to fail or not operate properly include a deterioration in the quality of IT development, support and operations processes and, in particular, high turnover of employees, resulting in an inadequate number of personnel to handle the growth and increasing complexity of operations. The risk of an operating system failing or not operating properly is exacerbated by requirements to work remotely as a result of the COVID-19 pandemic. Critical system failure and/or prolonged loss of service could cause serious damage to NWB Bank's ability to service its clients and could cause long-term damage to NWB Bank's business and reputation. For example, any breach in security of NWB Bank's systems from increasingly sophisticated attacks by cybercrime groups could have a significant negative effect on NWB Bank's reputation, result in the disclosure of confidential information and create potential financial and legal exposure. In this regard, NWB Bank has noted an increasing number of attempted electronic intrusions in recent years, some of which have resulted in severe disruptions of the IT systems of Dutch financial institutions, particularly Dutch commercial banks. Despite NWB Bank's ongoing expenditures on its IT systems, there can be no assurance that these expenditures will be sufficient or

that its IT systems will function as planned. Any disruption in, or any breach in security of, NWB Bank's IT or other systems may have a material adverse effect on its business, financial condition or results of operations.

***13. NWB Bank is reliant on third parties to which it has outsourced certain functions***

NWB Bank relies on a third-party provider for part of its IT services. Any interruption in the services of this third party or deterioration in its performance of the outsourced services could impair the timing and quality of NWB Bank's services to its clients. Furthermore, if the contract with this third-party provider (or with any third-party provider of critical services in the future) is terminated, NWB Bank may not find alternative service providers on a timely basis or on as favorable terms or may suffer disruption as a result of the transition of functions to the new services provider. The occurrence of any of these events could adversely affect NWB Bank's business, reputation, results of operations or financial condition.

***14. Notes issued as green, social or sustainable bonds may not be a suitable investment for all investors seeking exposure to green, social or sustainable assets. Any failure to use the net proceeds of any Series of Notes designed as ESG Bonds (as defined below) in connection with green, social or sustainable projects, and/or any failure to meet, or to continue to meet, the investment requirements of certain investors with respect to such Notes may affect the value and/or trading price of the Notes, and/or may have consequences for certain investors with portfolio mandates to invest in green, social or sustainable assets.***

NWB Bank may issue Notes under the Program where the use of proceeds is specified in the applicable Final Terms to be for the financing and/or refinancing of specified "green", "social" or "sustainability" projects of NWB Bank or any of its subsidiaries, in accordance with certain prescribed eligibility criteria as in such case shall be set out in item 4(i) of Part B (*Reasons for the offer*) of the applicable Final Terms (any Notes which have such a specified use of proceeds are referred to as '**ESG Bonds**').

In connection with an issue of ESG Bonds, NWB Bank may request a sustainability rating agency or sustainability consulting firm to issue an independent opinion (a '**Compliance Opinion**') confirming that any ESG Bonds are in compliance with the Green Bond Principles, the Social Bond Principles or the Sustainability Bond Guidelines, each as prepared and published by the International Capital Market Association (the '**ICMA Principles**'). The ICMA Principles are a set of voluntary guidelines that recommend transparency and disclosure and promote integrity in the development of the green, social and sustainability bond market.

Potential investors should be aware that any Compliance Opinion will not be incorporated into, and will not form part of, the Prospectus or the applicable Final Terms. Any such Compliance Opinion may not reflect the potential impact of all risks related to the structure of the relevant Series of ESG Bonds, their marketability, trading price or liquidity or any other factors that may affect the price or value of the ESG Bonds. Any such Compliance Opinion is not a recommendation to buy, sell or hold securities and is only current as of its date of issue.

While the ICMA Principles do provide a high level framework, still there is currently no market consensus on what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable", and therefore no assurance can be provided to potential investors that the green, social or sustainable projects to be specified in the applicable Final Terms will meet all investors' expectations regarding sustainability performance or continue to meet the relevant eligibility criteria. Although applicable green, social and sustainability projects are expected to be selected in accordance with the categories recognised by the ICMA Principles, and are expected to be developed in accordance with applicable legislation and standards, there can be no guarantee that adverse environmental and/or social impacts will not occur during the design, construction, commissioning and/or operation of any such green, social or sustainable projects. Where any negative impacts are insufficiently mitigated, green, social or sustainable projects may become controversial, and/or may be criticised by activist groups or other stakeholders. Potential investors should be aware that any Compliance Opinion will not be incorporated into, and will not form part of, this Base Prospectus or the applicable Final Terms. Any such Compliance Opinion may not reflect the potential impact of all risks related to the structure of the relevant Series of ESG Bonds, their marketability, trading price or liquidity or any other factors that may affect the price or value of the ESG Bonds. Any such Compliance Opinion is not a recommendation to buy, sell or hold securities and is only current as of its date of issue.

Further, although NWB Bank may agree at the Issue Date of any ESG Bonds to certain allocation and/or impact reporting and to use the proceeds for the financing and/or refinancing of green or sustainable projects (as specified in

the applicable Final Terms), it would not be an event of default under the ESG Bonds if (i) NWB Bank were to fail to comply with such obligations or were to fail to use the proceeds in the manner specified in the applicable Final Terms and/or (ii) the Compliance Opinion were to be withdrawn. Although it is NWB Bank's intention to use the net proceeds of ESG Bonds for green, social or sustainability purposes, any failure to use the net proceeds of any Series of ESG Bonds in connection with green, social or sustainable projects, and/or any failure to meet, or to continue to meet, the investment requirements of certain environmentally focused investors with respect to such ESG Bonds may affect the value and/or trading price of the ESG Bonds, and/or may have consequences for certain investors with portfolio mandates to invest in green, social or sustainable assets which may cause one or more of such investors to dispose of the ESG Bonds held by them which may affect the value, trading price and/or liquidity of the relevant Series of ESG Bonds and/or may have consequences for certain investors with portfolio mandates to invest in ESG assets.

Neither NWB Bank nor the Dealers make any representation as to the suitability for any purpose of any Compliance Opinion or whether any ESG Bonds fulfil the relevant environmental and sustainability criteria. Prospective investors should have regard to the eligible green, social or sustainable bond projects and eligibility criteria described in the applicable Final Terms. Each potential purchaser of any Series of ESG Bonds should determine for itself the relevance of the information contained in this Base Prospectus and in the applicable Final Terms regarding the use of proceeds and its purchase of any ESG Bonds should be based upon such investigation as it deems necessary.

Potential investors should be aware that ESG Bonds may also be subject to the resolution tools granted to the competent authority under the BRRD in circumstances where the relevant Issuer fails or is likely to fail. Please also refer to “– *Bank Recovery and Resolution Directive*” below for further information.

## **RISK FACTORS REGARDING THE NOTES**

### **A. Risks related to the nature of a particular issue of Notes**

#### ***1. Notes subject to optional redemption by NWB Bank are likely to have a lower market value than Notes which are not subject to optional redemption by NWB Bank***

An optional redemption feature of Notes is likely to limit their market value. During any period when NWB Bank may elect to redeem Notes or the perceived likelihood of its ability to redeem is increased, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

NWB Bank may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

#### ***2. FX Linked Notes, Inflation Linked Notes, CMS Linked Notes, Dual Currency Notes and Notes to which Automatic Early Redemption provisions apply***

NWB Bank may issue Notes with principal or interest determined by reference to an index or formula or to movements in currency exchange rates (each, a ‘**Relevant Factor**’). Notes with principal or interest determined by a Relevant Factor may be particularly vulnerable to risks which may include, among others, interest rate, foreign exchange, time value and political risks. Other factors that may influence the Relevant Factor may include changes in the method of calculating the price or level of the Relevant Factor from time to time, changes to the composition of the Relevant Factor and market expectations regarding its future performance. In addition, NWB Bank may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Prospective investors should be aware that:

- (i) the market price of the types of Notes referred to above may be very volatile;
- (ii) they may receive no interest;
- (iii) payment of principal or interest may occur at a different time or in a different currency than expected;

- (iv) depending on their original principal and on the type of Notes, they may lose all or a substantial portion of their principal;
- (v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- (vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified;
- (vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield;
- (viii) Notes may contain broad calculation agent discretions to interpret, change and redeem the Notes, where such discretions are not required to be exercised in the interest of the Noteholders; and
- (ix) the sponsor of an index can add, delete or substitute the components of such index or make other methodological changes that could change the level of one or more components. The changing of the components of an index may affect the level of such index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may adversely affect the value of the Notes. The sponsor of an index may also alter, discontinue or suspend calculation or dissemination of such index. The sponsor of an index will have no involvement in the offer and sale of the Notes and will have no obligation to any investor in such Notes. The sponsor of an index may take any actions in respect of such index without regard to the interests of the investor in the Notes, and any of these actions could have an adverse effect on the value of the Notes.

### ***3. Bearer Notes where denominations involve integral multiples: Definitive Bearer Notes***

In relation to any issue of Bearer Notes which have a denomination consisting of a minimum Specified Denomination (as defined in the Terms and Conditions of the Notes) and one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a holder who, as a result of such trading, holds an amount which is less than the minimum Specified Denomination (a ‘**Stub Amount**’) in its account with the relevant clearing system at the relevant time may not receive a Definitive Bearer Note in respect of such holding (should Definitive Bearer Notes be printed) and would need to purchase a principal amount of Notes such that its holding amounts to the minimum Specified Denomination. If Definitive Bearer Notes are issued, holders should be aware that Definitive Bearer Notes which have a denomination which is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade. As long as the Stub Amount is held in the relevant clearing system, the Noteholder will be unable to transfer this Stub Amount.

### ***4. The market value of Notes issued at a substantial discount or premium may fluctuate more in relation to conventional interest-bearing securities.***

The market values of securities issued at a substantial discount or premium from their principal amount, such as Zero Coupon Notes, tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Changes in market interest rates may have a stronger impact on the prices of Zero Coupon Notes than on the prices of conventional interest-bearing Notes because the discounted issue prices may be substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and same credit rating.

### ***5. Benchmark reforms impose obligations on market parties and may cause benchmarks to be materially amended or discontinued***

Various benchmarks (including interest rate benchmarks such as the London Inter-Bank Offered Rate (‘**LIBOR**’) and the Euro Interbank Offered Rate (‘**EURIBOR**’)) are the subject of recent national and international regulatory

guidance and proposals for reform. Some of these reforms are already effective such as the Regulation (EU) 2016/1011 (the '**Benchmark Regulation**') (see Nederlandse Waterschapsbank N.V. – Supervision and Regulation – European Supervision and Regulation – Benchmark Regulation), whilst others are still to be implemented. Further to these reforms, a transitioning away from the interbank offered rates ('**IBORs**') to 'risk-free rates' is expected. Given the uncertainty in relation to the timing and manner of implementation of such reforms and in the absence of clear market consensus at this time, NWB Bank is not yet in a position to determine the reforms that it will apply and the timing of applying such reforms.

For example, on 27 July 2017, the Chief Executive of the United Kingdom Financial Conduct Authority announced that it does not intend to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. The potential discontinuance of LIBOR or any other benchmark, or changes in the manner of administration of any benchmark, may cause such benchmarks to perform differently than they did in the past and may have other consequences which cannot be predicted. Furthermore, in March 2017, the European Money Markets Institute (the '**EMMI**') (formerly EURIBOR-EBF) published a position paper referring to certain proposed reforms to EURIBOR, which reforms aim to clarify the EURIBOR specification, to develop a transaction-based methodology for EURIBOR and to align the relevant methodology with the Benchmark Regulation, the IOSCO Principles for Financial Benchmarks and other regulatory recommendations. EMMI has since strengthened its governance framework and has developed a hybrid methodology for EURIBOR. On 28 November 2019, EMMI confirmed it has completed the transitioning of the panel banks from the quote-based EURIBOR methodology to the hybrid methodology.

Following the implementation of any such (potential) reforms (such as changes in methodology or otherwise) or further to other pressures (including from regulatory authorities), (i) the manner of administration of benchmarks may change, with the result that benchmarks may perform differently than in the past, (ii) one or more benchmarks could be eliminated entirely, (iii) it may create disincentives for market participants to continue to administer or participate in certain benchmarks, or (iv) there could be other consequences, including those that cannot be predicted.

Uncertainty as to the continuation of a benchmark, the availability of quotes from reference banks to allow for the continuation of rates on any Notes, and the rate that would be applicable if the Original Reference Rate (as defined in Condition 5.2(f)) is materially amended or is discontinued, may adversely affect the trading market and the value of and return on the Notes. Moreover, any of the above changes or any other consequential changes to the Original Reference Rate or any other relevant benchmark, or any further uncertainty in relation to the timing and manner of implementation of such changes could affect the ability of NWB Bank to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and amounts payable under, the Notes based on or linked to an Original Reference Rate or other benchmark.

***6. Future discontinuance of EURIBOR, LIBOR and any other benchmark may adversely affect the value of Notes which reference EURIBOR, LIBOR or such other benchmark***

Investors should be aware that, if EURIBOR, LIBOR or any other benchmark were discontinued or another Benchmark Event (as defined in Condition 5.2(f)) has occurred, the rate of interest on Notes which reference to EURIBOR, LIBOR or any other benchmark (defined as the Original Reference Rate) will be determined for the relevant period by the fallback provisions set out in Condition 5.2(f) applicable to such Notes. This may include the determination of a Replacement Reference Rate.

The use of the Replacement Reference Rate may result in the Notes that referenced the Original Reference Rate performing differently (including potentially paying a lower Rate of Interest) than they would do if the Reference Rate were to continue to apply in its current form. Furthermore, the Conditions provide that the Rate Determination Agent (which may be NWB Bank) may vary the Conditions, as necessary to ensure the proper operation of the Replacement Reference Rate, without any requirement for consent or approval of the Noteholders.

The Conditions also provide that an Adjustment Spread may be determined by the Rate Determination Agent to be applied to the Replacement Reference Rate. The aim of the Adjustment Spread is to reduce or eliminate, so far as practicable, any economic prejudice or benefit (as the case may be) to the Noteholders as a result of the replacement of the Original Reference Rate with the Replacement Reference Rate. However, there is no guarantee that such an Adjustment Spread will be determined or applied, or that the application of the Adjustment Spread will either reduce



or eliminate economic prejudice to the Noteholders. If no Adjustment Spread is determined, the Replacement Reference Rate may nonetheless be used to determine the Rate of Interest.

If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate under Condition 5.2(f), this could result in the application of the fallback provisions contained in Condition 5.2(b), 5.2(c), 5.2(d) and 5.2(e), which may, for example, result in the Rate of Interest being the Rate of Interest applicable as at the last preceding Interest Determination Date before the Benchmark Event occurred and which may ultimately result in the effective application of a fixed rate to what was previously a Floating Rate Note, FX Linked Interest Note, CMS Linked Note or Inflation Linked Note. NWB Bank will however be entitled (but not obliged) to in such case elect to re-apply the provisions of Condition 7(e), *mutatis mutandis*, on one or more occasions until a Replacement Reference Rate has been determined.

Finally, due to the uncertainty concerning the availability of successor, alternative and substitute reference rates and the involvement of a Rate Determination Agent (as defined in Condition 5.2(f)), the relevant fallback provisions may not operate as intended at the relevant time. For example, several available risk free rates are overnight rates, while the Original Reference Rate may have a certain maturity, for example a term of one, three or six months. Similarly, these risk free rates generally do not carry an implicit element of credit risk of the banking sector, which may form part of the Reference Rate. The differences between the Replacement Reference Rate and the Original Reference Rate could have a material adverse effect on the value of and return on any such Notes. In addition, the Replacement Reference Rate may perform differently from the discontinued benchmark. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of NWB Bank to meet its obligations under the Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes.

#### ***7. There is a risk that the Rate Determination Agent may be considered an ‘administrator’ under the Benchmark Regulation***

The Rate Determination Agent may be considered as an ‘administrator’ under the Benchmark Regulation. This is the case if it is considered to be in control over the provision of the Replacement Reference Rate and/or the determined rate of interest applied to each Specific Denomination (the ‘**Rate of Interest**’) on the basis of the Replacement Reference Rate and any adjustments made thereto by the Rate Determination Agent and/or otherwise in determining the applicable Rate of Interest in the context of a fallback scenario.

The Benchmark Regulation stipulates that each administrator of a benchmark regulated thereunder must be licensed by the competent authority of the Member State where such administrator is located. There is a risk that administrators (including NWB Bank and any other party, which may act as Rate Determination Agent) of certain benchmarks will fail to obtain a necessary license, preventing them from continuing to provide such benchmarks. NWB Bank cannot guarantee that it or the Rate Determination Agent will and will be able to timely obtain registration or authorisation to administer a benchmark, in case the Rate Determination Agent will be considered an administrator under the Benchmark Regulation. This could also affect the possibility for the Rate Determination Agent to apply the fallback provision of Condition 5.2(f) meaning that the applicable Original Reference Rate will not be changed (but subject to the other provisions of Condition 5.2). which may ultimately result in the effective application of a fixed rate to what was previously a Floating Rate Note, FX Linked Interest Note, CMS Linked Note or Inflation Linked Note. Other administrators may cease to administer certain benchmarks because of the additional costs of compliance with the requirements of the Benchmark Regulation such as relating to governance and conflict of interest, control frameworks, record-keeping and complaints-handling.

#### ***8. The application of the fallback provisions contained in Condition 5 may lead to a conflict of interest***

The application of the fallback provisions contained in Condition 5 may lead to a conflict of interests of NWB Bank and Noteholders including with respect to certain determinations and judgments that NWB Bank and the Rate Determination Agent (if not NWB Bank itself) may make pursuant to Condition 5 that may influence the amount receivable under the Notes. NWB Bank and/or any of its affiliates may have existing or future business relationships

and business interests and may pursue actions and take steps that they or it deems necessary or appropriate to protect its and/or their interests arising therefrom without taking into account the consequences for a Noteholder.

***9. The market continues to develop in relation to the Sterling Overnight Index Average ('SONIA'), the Secured Overnight Financing Rate ('SOFR') and the euro short-term rate ('€STR') as reference rates for Floating Rate Notes***

On 29 November 2017, the Bank of England and the FCA announced that the Bank of England's Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to the SONIA over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. Investors should be aware that the market continues to develop in relation to SONIA as a reference rate in the capital markets and its adoption as an alternative to Sterling LIBOR. In particular, market participants and relevant working groups are exploring alternative reference rates based on SONIA, including term SONIA reference rates (which seek to measure the market's forward expectation of an average SONIA rate over a designated term). The development of Compounded Daily SONIA as an interest reference rate for the Eurobond markets, as well as continued development of SONIA-based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of any SONIA-referenced Notes issued under the Program from time to time.

In June 2017, the Federal Reserve Bank of New York's Alternative Reference Rates Committee (the '**ARRC**') announced SOFR as its recommended alternative to U.S. dollar LIBOR. However, the composition and characteristics of SOFR are not the same as those of U.S. dollar LIBOR. SOFR is a broad Treasury repo financing rate that represents overnight secured funding transactions and is not the economic equivalent of U.S. dollar LIBOR. While SOFR is a secured rate, U.S. dollar LIBOR is an unsecured rate. And, while SOFR is currently only an overnight rate, U.S. dollar LIBOR is a forward-looking rate that represents interbank funding for a specified term.

As a result, there can be no assurance that SOFR will perform in the same way as U.S. dollar LIBOR would have at any time, including, without limitation, as a result of changes in interest and yield rates in the market, bank credit risk, market volatility or global or regional economic, financial, political, regulatory, judicial or other events. For the same reasons, SOFR is not expected to be a comparable replacement for U.S. dollar LIBOR.

SOFR is published by the Federal Reserve Bank of New York (the '**Federal Reserve**') and is intended to be a broad measure of the cost of borrowing cash overnight collateralised by Treasury securities. The Federal Reserve notes on its publication page for SOFR that the Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice. Because SOFR is published by the Federal Reserve based on data received from other sources, NWB Bank has no control over its determination, calculation or publication. There can be no guarantee that SOFR will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Floating Rate Notes linked to SOFR. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes. The Federal Reserve began to publish SOFR in April 2018. The Federal Reserve has also begun publishing historical indicative SOFR rates going back to 2014. Investors should not rely on any historical changes or trends in SOFR as an indicator of future changes in SOFR. The Federal Reserve began publishing the SOFR Index on 3 March 2020.

Since the initial publication of SOFR, daily changes in the rate have, on occasion, been more volatile than daily changes in other benchmark or market rates, such as, for example, U.S. dollar LIBOR, during corresponding periods, and SOFR may bear little or no relation to the historical actual or historical indicative data. In addition, although changes in Term SOFR and Compounded SOFR generally are not expected to be as volatile as changes in daily levels of SOFR, the return on and value of the relevant Notes may fluctuate more than other securities that are linked to less volatile rates.

According to the ARRC, SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to U.S. dollar LIBOR in part because it is considered a good representation of general funding conditions in the overnight U.S. Treasury repurchase agreement market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR a suitable replacement or successor for all of the purposes for which U.S. dollar LIBOR historically

has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen market acceptance of SOFR. Any failure of SOFR to gain market acceptance could adversely affect the return on and value of the relevant Notes and the price at which investors can sell such Notes in the secondary market.

SOFR is a relatively new rate, and the Federal Reserve (or a successor), as administrator of SOFR, may make methodological or other changes that could change the value of SOFR, including changes related to the method by which SOFR is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, or timing related to the publication of SOFR. If the manner in which SOFR is calculated is changed, that change may result in a reduction of the amount of interest payable on the relevant Notes, which may adversely affect the trading prices of such Notes. The administrator of SOFR may withdraw, modify, amend, suspend or discontinue the calculation or dissemination of SOFR in its sole discretion and without notice and has no obligation to consider the interests of Noteholders in calculating, withdrawing, modifying, amending, suspending or discontinuing SOFR.

The European Central Bank began to publish the €STR Reference Rate on 2 October 2019, intended to reflect trading activity on 1 October 2019. The European Central Bank notes on its publication page for the €STR Reference Rate that use of the €STR Reference Rate is subject to important disclaimers. The European Central Bank also published pre-€STR up to 30 September 2019. Investors should not rely on any trends in the pre-€STR as an indicator of future changes in the €STR Reference Rate.

Prospective investors should be aware that the market continues to develop in relation to €STR as a reference rate in the capital markets.

Furthermore, interest on Notes which reference SONIA, SOFR or €STR are only capable of being determined at the end of the relevant observation period, reference period or interest period (as applicable) and immediately prior to the relevant interest payment date whereas rates with reference to EURIBOR or LIBOR were determined prior to the commencement of the relevant period. It may be difficult for investors in Notes which reference SONIA, SOFR or €STR to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to, for example, EURIBOR or LIBOR-based Notes, if Notes referencing SONIA, SOFR or €STR become due and payable as a result of an event of default, the rate of interest payable for the final Interest Period in respect of such Notes shall only be determined on the date on which the Notes become due and payable and shall not be reset thereafter.

In addition, the manner of adoption or application of SONIA, SOFR or €STR in the Eurobond markets may differ materially compared with the application and adoption of SONIA, SOFR or €STR in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of SONIA, SOFR or €STR across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing SONIA, SOFR or €STR.

If SOFR, SONIA or €STR does not prove to be widely used as a benchmark in securities that are similar or comparable to the relevant Notes, the trading price of such Notes may be lower than those of securities that are linked to rates that are more widely used. Similarly, market terms for securities that are linked to SOFR, SONIA or €STR, including, but not limited to, the spread over the reference rate reflected in the interest rate provisions, may evolve over time, and as a result, trading prices of the relevant Notes may be lower than those of later-issued securities that are based on SOFR, SONIA or €STR. Investors in such Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk.

## **B. Risks related to Notes generally**

### ***10. Modification and waiver provisions set out in the Terms and Conditions of the Notes, if invoked, can result in modifications and/or waivers, the result of which may, in certain circumstances, be adverse to one or more of the Noteholders***

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders (as defined in 'Terms and Conditions of the Notes') to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority in respect of the modification of certain provisions of the Notes (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or canceling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes).

Any such modification may be contrary to the interest of one or more Noteholders, and as a result the Notes may no longer meet the requirements or investment objectives of such Noteholder.

### ***11. The Notes are, or may be, subject to restrictions on transfer which may restrict investors' investment strategy in respect of such Notes***

The Notes have not been and will not be registered under the Securities Act or any U.S. state securities laws and the Notes may not be offered, sold or delivered within the United States, or to or for the account or benefit of U.S. persons (as defined in Regulation S), except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws, or pursuant to an effective registration statement. The Notes and the Agency Agreement (as defined in the Terms and Conditions of the Notes) will contain provisions that will restrict the Notes from being offered, sold or otherwise transferred except pursuant to the exemptions available pursuant to Rule 144A and Regulation S, or other exemptions under the Securities Act. Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Bearer Notes may not be offered, sold or delivered within the United States or to United States persons, as are defined in the U.S. Internal Revenue Code of 1986, as amended (the '**Code**') and the U.S. Treasury regulations promulgated thereunder. See 'Plan of Distribution' and 'Transfer Restrictions'. Investors must ensure that their offers and sales of the Notes within the United States and other countries comply with all applicable laws, including, amongst others, the laws mentioned above. If offers and sales of Notes do not comply with all applicable laws in relevant jurisdictions, Notes may not be able to be sold, transferred or delivered to certain investors and investors may not be able to sell, transfer and deliver Notes to third parties who are residents, citizens or holders of securities accounts in such jurisdictions.

### ***12. Notes held in global form***

A holder of a beneficial interest in a note held in global form must rely on the procedures of Euroclear Bank SA/NV ('**Euroclear**') and/or Clearstream Banking, S.A. ('**Clearstream, Luxembourg**') and/or The Depository Trust Company ('**DTC**') to receive payments under the relevant Notes and may therefore not be able to enforce its rights to receive payment with respect to those Notes directly against NWB Bank or the Paying Agent.

Notes which are held in global form will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be. Such rules and procedures may place restrictions or time constraints on the transferability of Notes to certain investors.

### ***13. Nominee arrangements may result in investors being exposed to credit risk and default risk in respect of such nominee***

Where, in the case of an issue of Notes a nominee service provider is used by an investor to hold the relevant Notes or such investor holds interests in any Series of Notes through accounts with a clearing system (such as Euroclear, Clearstream, Luxembourg or DTC), such investor will receive payments 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 or clearing system, as the case may be. Furthermore, such investor must rely on the relevant nominee service provider or clearing system to distribute all payments attributable to the relevant Notes which

are received from NWB Bank. 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 NWB Bank.

For the purposes of (a) distributing any notices to Noteholders, and (b) recognizing Noteholders for the purposes of attending and/or voting at any meetings of Noteholders, NWB Bank will recognize as Noteholders only those persons who are at any time shown as accountholders in the records of Euroclear and/or Clearstream, Luxembourg and/or DTC as persons holding a principal amount of the relevant Series of Notes. Accordingly, an investor must rely upon the nominee service provider which is the accountholder with the relevant clearing system through which the investor made arrangements to invest in the Notes (and, if applicable, the domestic clearing system through which the Notes are held), to forward notices received by it from Euroclear and/or Clearstream, Luxembourg and/or DTC and to return the investor's voting instructions or voting certificate application to Euroclear and/or Clearstream, Luxembourg and/or DTC. Accordingly, such an investor will be exposed to the risk that the relevant nominee service provider or clearing system may fail to pass on the relevant notice to, or fail to take relevant instructions from, the investor.

In addition, such a Noteholder will only be able to sell any Note held by it prior to its stated maturity date with the assistance of the relevant nominee service provider.

#### ***14. Notes in New Global Note form***

The New Global Note ('NGN') form has been introduced to allow for the possibility of debt instruments being issued and held in a manner which will permit them to be recognized as eligible collateral for monetary policy of the central banking system for the euro (the '**Eurosystem**') and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. However, in any particular case, such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors should make their own assessment as to whether the Notes meet such Eurosystem eligibility criteria, as updated from time to time and generally published on the website of the European Central Bank. If Notes do not satisfy Eurosystem eligibility criteria, then such Notes will not be eligible collateral of the Eurosystem and this may adversely affect the market value of such Notes as an equivalent investment which meets the Eurosystem eligibility criteria may be more attractive to investors.

#### ***15. Change of law and jurisdiction***

The conditions of the Notes are governed by the laws of the Netherlands in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Dutch, European or any other applicable laws, regulations or administrative practices after the date of this Base Prospectus. Such changes in laws may include, but are not limited to, amendments to a variety of statutory resolution and loss-absorption tools which may affect the rights of holders of securities issued by NWB Bank, including the Notes, or requirements with respect to the minimum levels of own funds and eligible liabilities to be maintained by NWB Bank. Any such change could materially adversely impact the value of any Notes affected by it. See also the risk factors entitled "*Risks related to the Dutch Intervention Act, BRRD and SRM Regulation*" and "*NWB Bank is subject to substantial regulation and oversight. Significant regulatory developments and changes in the approach of NWB Bank's regulators are likely to have a material adverse effect on NWB Bank's operations or profitability*".

Prospective investors should note that the courts of the Netherlands will have jurisdiction in respect of any disputes involving any Series of Notes. Noteholders may take any suit, action or proceedings arising out of or in connection with the Notes against NWB Bank in any court of competent jurisdiction. The laws of the Netherlands may be materially different from the equivalent law in the home jurisdiction of prospective investors in its application to the Notes and the application of the laws of the Netherlands may therefore lead to a different interpretation of, amongst others, the Terms and Conditions of the Notes than the investor may expect if the equivalent law of his home jurisdiction were applied.

### **C. Risks related to the admission of the securities to trading on a regulated market**

#### ***16. Liquidity risks***

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Liquidity could be affected by a number of factors. Investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or

market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes will generally have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a material adverse effect on the market value of Notes.

#### ***17. Exchange rate risks and exchange controls***

NWB Bank will pay principal and interest on the Notes in the currency specified in the applicable Final Terms (the '**Specified Currency**'). 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 the Specified Currency. These include the risk that exchange rates may change significantly (including changes due to devaluation of the Specified Currency 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 Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

Government and monetary authorities may impose (as some have done in the past) exchange controls (such as, but not limited to, requirements concerning the transfer or conversion of assets held in a specific state). Imposed exchange controls could adversely affect an applicable exchange rate. As a result, investors may receive less interest and/or principal than expected, or no interest and/or principal.

#### ***18. Interest rate risk***

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the interest rate paid on the Fixed Rate Notes, this may adversely affect the value of the Fixed Rate Notes as an equivalent investment issued at the current market interest rate may be more attractive to investors. In this event, such Fixed Rate Notes can suffer higher price losses than other Notes having the same maturity and same credit rating but paying a higher fixed rate of interest.

#### ***19. Credit rating risk***

Credit or corporate ratings may not reflect all risks. One or more independent rating agencies may assign ratings to the Notes and/or NWB Bank. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, and other factors that may affect the value of the Notes or the standing of NWB Bank. A credit rating and/or a corporate 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. In the event a rating assigned to the Notes and/or NWB Bank is lowered for any reason, the market value of the Notes may be adversely affected, but no person or entity is obliged to provide any additional support or credit enhancement with respect to the Notes.

## **RESPONSIBILITY STATEMENT**

The Issuer has confirmed that this Base Prospectus contains all information regarding the Issuer, the Program and (subject to being completed by any Final Terms as referred to below) the Notes, which is (in the context of the Program and the issue of the Notes) material, and such information is true and accurate in all respects and is not misleading. The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Any information from third-parties contained in this Base 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, does not omit anything likely to render the reproduced information inaccurate or misleading. The Issuer accepts responsibility accordingly.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Series (as defined in the Terms and Conditions of the Notes) of Notes will be set forth in the applicable Final Terms which will be delivered to the applicable regulatory authorities and with respect to listed Notes will be delivered to the relevant stock exchange on or before the relevant Issue Date of the Notes of such Series.

None of the Issuer, the Arrangers, any Dealer appointed under the Program or any Paying Agent shall be responsible for the acts or omissions of any relevant nominee service provider or clearing system nor makes any representation or warranty, express or implied, as to the services provided by any relevant nominee service provider or clearing system.

## IMPORTANT NOTICES

This Base Prospectus has been approved by the AFM as competent authority under the Prospectus Regulation. The AFM only approves this Base 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 Base Prospectus nor as an endorsement of the quality of any Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

This Base Prospectus shall be valid for use only by the Issuer for a period of up to 12 months after its approval by the AFM and shall expire on 30 April 2021, at the latest. The obligation to supplement this Base Prospectus, in the event of significant new factors, material mistakes or material inaccuracies only, shall cease to apply upon the expiry of the validity period of this Base Prospectus.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see ‘Documents Incorporated by Reference’) and shall be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus. In addition, this Base Prospectus should, in relation to any Series (as defined in the applicable Final Terms and the Terms and Conditions of the Notes) of Notes, be read and construed together with the applicable Final Terms.

In the context of an ‘**offer to the public**’ as defined in the Prospectus Regulation, and except as otherwise provided in the applicable Final Terms, the only persons authorized to use this Base Prospectus in connection with an offer or listing of Notes are the persons specified in the applicable Final Terms as the relevant Dealer or the Managers and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries as the case may be.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Program provides that Notes may be admitted to listing, trading and/or quotation on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland and the London Stock Exchange. In addition, Notes may be listed or admitted to trading, as the case may be, on any other stock exchange or market specified in the applicable Final Terms. The Program also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system.

The Issuer will give undertakings in connection with the listing of the Notes on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland, the London Stock Exchange or any other stock exchange or market to the effect that, so long as any Note remains outstanding and listed on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland, the London Stock Exchange or any other stock exchange or market in the event of any material adverse change in the financial condition of the Issuer which is not reflected in this Base Prospectus or if a significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus arises or is noticed, the Issuer will prepare a supplement to this Base Prospectus or publish a new base prospectus. If the terms of this Program are modified or amended in a manner which would make this Base Prospectus, as supplemented, inaccurate or misleading, a new base prospectus or a supplement to the Base Prospectus will be prepared.

This Base Prospectus and any supplement will only be valid for listing Notes on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland, the London Stock Exchange or any other stock exchange or market in an aggregate nominal amount which, when added to the aggregate nominal amount then outstanding of all Notes previously or simultaneously issued under the Program, does not exceed €60,000,000,000 or its equivalent in any other currency. For the purpose of calculating the aggregate nominal amount of Notes issued under the Program from time to time:

- (i) the Euro equivalent of Notes denominated in another Specified Currency shall be determined, at the discretion of the Issuer, as of the date of agreement to issue such Notes or on the preceding day on which



commercial banks and foreign exchange markets are open for business in Amsterdam, in each case on the basis of the spot rate for the sale of the Euro against the purchase of such Specified Currency in the Amsterdam foreign exchange market quoted by any leading bank selected by the Issuer on such date;

- (ii) the amount (or, where applicable, the Euro equivalent) of Dual Currency Notes, FX Linked Notes, Inflation Linked Notes, CMS Linked Notes and Partly Paid Notes (each as defined in the Terms and Conditions of the Notes) shall be calculated (in the case of Notes not denominated in Euro, in the manner specified above) by reference to the original principal amount of such Notes (in the case of Partly Paid Notes, regardless of the subscription price paid); and
- (iii) the amount (or, where applicable, the Euro equivalent) of Zero Coupon Notes (as defined in the Terms and Conditions of the Notes) and other Notes issued at a discount or premium shall be calculated (in the case of Notes not denominated in Euro, in the manner specified above) by reference to the net proceeds received by the Issuer for the relevant issue.

No person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Base Prospectus or any Final Terms or as approved in writing for such purpose by the Issuer and, if given or made, such information or representation must not be relied upon as having been authorized by the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Program should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Program should purchase any Notes. Accordingly, no representation, warranty or undertaking, express or implied, is made by the Dealers, in their capacity as such, or any of their respective affiliates and neither the Dealers (acting in their capacity as such) nor any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained herein. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Program constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Notes.

The delivery of this Base Prospectus or any Final Terms and the offering, sale or delivery of any Notes shall not in any circumstances create any implication that there has been no adverse change in the financial situation of the Issuer since the date hereof or, as the case may be, the date upon which the Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the prospects or financial or trading position of the Issuer since the date hereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Program is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Program. Investors should review, *inter alia*, the Financial Information (as defined in 'Presentation of Financial and Other Information – Presentation of Financial Information') and the most recent financial statements of the Issuer when deciding whether or not to purchase any Notes.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and any Final Terms and the offer, sale and delivery of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the European

Economic Area (including, France, the Netherlands and the United Kingdom) and Japan, see ‘Plan of Distribution’ and ‘Transfer Restrictions’.

In particular, the Notes have not been and will not be registered under the Securities Act or any U.S. state securities laws and the Notes may not be offered, sold or delivered within the United States, or to or for the account or benefit of U.S. persons (as defined in Regulation S), except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws, or pursuant to an effective registration statement. Bearer Notes are subject to U.S. tax law requirements. Subject to certain exceptions, Bearer Notes may not be offered, sold or delivered within the United States or to U.S. persons, as defined in the Code, and the U.S. Treasury regulations promulgated thereunder.

The Notes may be offered and sold (a) in bearer form outside the United States to non-U.S. persons in reliance on Regulation S and (b) in registered form within the United States to QIBs within the meaning of and in reliance on Rule 144A and outside the United States to non-U.S. persons in reliance on Regulation S. **Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.** For a description of these and certain further restrictions on offers, sales and transfers of Notes, see ‘Plan of Distribution’ and ‘Transfer Restrictions’.

The Program and the Notes have not been approved or disapproved by the U.S. Securities and Exchange Commission (the ‘SEC’), any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Notes or the accuracy of this Base Prospectus. Any representation to the contrary is a criminal offence in the United States.

**IMPORTANT – EEA AND 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 European Economic Area (‘EEA’) or 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 (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2016/97/EC (as amended or superseded, 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; 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 or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

**MIFID II product governance / target market** – The Final Terms in respect of any Notes will include a legend entitled ‘MiFID II Product Governance’ which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a ‘**distributor**’) should take into consideration the 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 target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the ‘**MiFID Product Governance Rules**’), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

In order to facilitate the offering of any Tranche of the Notes, certain persons participating in the offering of the Tranche may engage in transactions that stabilize, maintain or otherwise affect the market price of the relevant Notes during and after the offering of the Tranche. Specifically such persons may over-allot or create a short position in the Notes for their own account by selling more Notes than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Notes in the open market. In addition, such persons may stabilize or maintain the price of the Notes by bidding for or purchasing Notes in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Notes are reclaimed if Notes previously distributed in the offering are repurchased in connection with stabilization transactions or otherwise. The effect of these transactions may be to stabilize or maintain the market price

of the Notes at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the price of the Notes to the extent that it discourages resales thereof. No representation is made as to the magnitude or effect of any such stabilizing or other transactions. Such transactions, if commenced, may be discontinued at any time. Under United Kingdom laws and regulations stabilizing activities may only be carried on by the Stabilizing Manager(s) specified in the applicable Final Terms (or persons acting on behalf of any Stabilizing Manager(s)) and only for a limited period following the Issue Date of the relevant Tranche of Notes.

However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or over-allotment must be conducted in accordance with all applicable laws and regulations. Any stabilization activity in connection with the Notes listed or to be listed on Euronext Amsterdam will be conducted (on behalf of the Stabilizing Manager(s)) by a member of Euronext Amsterdam. Any loss or profit sustained as a consequence of any such over-allotment or stabilizing shall, as against the Issuer, be for the account of the Stabilizing Manager(s).

All references in this document to 'U.S. Dollars', 'U.S. \$' and '\$' refer to the currency of the United States, those to 'Japanese Yen', 'Yen' and '¥' refer to the currency of Japan, those to 'Swiss Francs' and 'CHF' refer to the currency of Switzerland, those to 'Sterling' and '£' refer to the currency of the United Kingdom, those to 'AUD' refer to the currency of Australia and those to '€', 'Euro' and 'EUR' refer to 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. All references to 'the Netherlands', 'the State of the Netherlands' and 'the Dutch State' are limited to the part of the Kingdom of the Netherlands that is situated in Europe.

Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark under the Benchmark Regulation. If any such reference rate does constitute such a benchmark, the relevant Final Terms will indicate whether or not the administrator thereof is included in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation. Not every reference rate will fall within the scope of the Benchmark Regulation. Furthermore, transitional provisions in the Benchmark Regulation may have the result that an administrator and/or a benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms. The registration status of any administrator or benchmark under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update any Final Terms to reflect any change in the registration status of the administrator.

Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus and any supplement hereto;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including where the currency for principal or interest payments is different from the potential Investor's Currency;
- (iv) understand thoroughly the terms of the Notes and be familiar with the behavior of any relevant indices in the financial markets (including the risks associated therewith) as such investor is more vulnerable to any fluctuations in the financial markets generally;
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investments and its ability to bear the applicable risks; and

- (vi) be aware that he or she may receive no interest, that payment of principal or interest may occur at a different time or in a different currency than expected, or that he or she may lose all or a substantial portion of their principal.

Any potential investor should consult its own independent tax adviser for more information about the tax consequences of acquiring, owning and disposing of Notes. Notes issued in bearer form (**'Bearer Notes'**) generally may not be offered or sold in the United States or to U.S. persons as such terms are defined in the U.S. Internal Revenue Code of 1986, as amended (the **'Code'**). Unless an exemption applies, a U.S. person holding a Bearer Note or interest coupon (**'Coupon'**) will not be entitled to deduct any loss on the Bearer Note or Coupon for U.S. federal income tax purposes and must treat as ordinary income any gain realized on the sale or other disposition (including the receipt of principal) of the Bearer Note or Coupon.

## AVAILABLE INFORMATION

The Issuer has agreed that, for so long as any Notes are ‘restricted securities’ within the meaning of Rule 144(a)(3) under the Securities Act, it will, during any period in which it is neither subject to Section 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the ‘**Exchange Act**’), nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act, furnish to each holder of such Notes in connection with any resale thereof and to any prospective purchaser of such Notes from such holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

## SERVICE OF PROCESS AND ENFORCEMENT OF CIVIL LIABILITIES

The Issuer is a limited liability company (*naamloze vennootschap*) organized under the laws of the Netherlands. All of the officers and directors named herein reside outside of the United States and all or a substantial portion of the assets of the Issuer and its officers and directors are located outside the United States. As a result, prospective investors may have difficulties effecting service of process in the United States upon the Issuer or such persons in connection with any lawsuits related to the Notes, including actions arising under the federal securities laws of the United States. In addition, investors may have difficulties in enforcing in original actions brought in courts in jurisdictions outside the United States, liabilities predicated upon U.S. securities laws.

In the absence of an enforcement treaty between the Netherlands and the United States, a judgment of a U.S. court cannot be enforced in the Netherlands. In order to obtain a judgment that can be enforced in the Netherlands against the Issuer, the dispute will have to be re-litigated before the competent Netherlands court. The basic premise is that a final judgment for payment given by a court in the United States will in principle be acknowledged in the Netherlands if (i) the jurisdiction of the U.S. court is based on a ground of jurisdiction that is generally acceptable according to international standards, (ii) the judgment by the U.S. court was rendered in legal proceedings that comply with the standards of the proper administration of justice that includes sufficient safeguards (*behoorlijke rechtspleging*), (iii) acknowledgement of the judgment of the U.S. court is not contrary to Dutch public policy (*openbare orde*), and (iv) the judgment by the U.S. court is not incompatible with a decision rendered between the same parties by a Dutch court, or with a previous decision rendered between the same parties by a foreign court in a dispute that concerns the same subject and is based on the same cause, provided that the previous decision qualifies for acknowledgement in the Netherlands. Moreover, even if a judgment by a U.S. court satisfies the above requirements, the Dutch court may still deny a claim for a judgment if such U.S. court judgment is not, not yet or no longer formally enforceable according to the relevant U.S. state and federal laws. Dutch courts may deny the recognition and enforcement of punitive damages or other similar awards. Moreover, a Dutch court may reduce the amount of damages granted by a U.S. court and recognize damages only to the extent that they are necessary to compensate actual losses or damages. In addition, there is doubt as to whether a Dutch court would impose civil liability on the Issuer, its officers or directors or certain experts named herein in an original action predicated solely upon the U.S. federal securities laws brought in a court of competent jurisdiction in the Netherlands against the Issuer or such directors or experts, respectively.

## **PRESENTATION OF FINANCIAL AND OTHER INFORMATION**

### **Presentation of Financial Information**

NWB Bank's financial information included in this Base Prospectus consists of the following:

- The audited financial information of NWB Bank prepared in accordance with Dutch GAAP as at and for the financial years ended 31 December 2019, 2018 and 2017 ; and
- Selected financial information of NWB Bank as at and for the financial years ended 31 December 2016 and 2015.

Unless otherwise indicated, the financial information in this Base Prospectus relating to NWB Bank has been derived from the Financial Information.

NWB Bank's financial year ends on 31 December, and references in this Base Prospectus to any specific year are to the twelve month period ended on 31 December of such year.

### **Certain Defined Terms and Conventions**

Capitalized terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed thereto in the Terms and Conditions of the Notes or any other section of this Base Prospectus.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

## CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

Some statements in this Base Prospectus (or any supplement hereto) may be deemed to be forward-looking statements. Forward-looking statements include all statements other than historical statements of fact, including, without limitation, those concerning the Issuer's financial position, plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward-looking statements. When used in this Base Prospectus (or any supplement hereto), the words 'anticipates', 'estimates', 'expects', 'believes', 'intends', 'plans', 'aims', 'seeks', 'may', 'will', 'should' and any similar expressions generally identify forward-looking statements. These forward-looking statements are contained in 'Risk Factors', 'Operating and Financial Review', 'Nederlandse Waterschapsbank N.V.' and other sections of this Base Prospectus (or any supplement hereto).

Such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements, or industry results to be materially different from those expressed or implied by these forward-looking statements. These factors include, but are not limited to, the following:

- economic and financial market conditions, in particular the Dutch and European economies;
- perceived risks of sovereign defaults in the European Union and associated risks relating to the Euro, the uncertainties surrounding the United Kingdom's exit from the European Union and the possible exit of certain countries from the Eurozone;
- fluctuations in interest rates;
- liquidity risk and adverse capital and credit market conditions;
- credit and counterparty risk;
- a downgrade in the Dutch State's or the Issuer's credit ratings;
- negative occurrences in the markets in which the Issuer's loan portfolio is concentrated;
- the Issuer's inability to manage risks through derivatives;
- the ineffectiveness of the Issuer's risk management policies and procedures;
- operational risk;
- the occurrence of catastrophic events, health pandemics, terrorist attacks and similar events;
- significant adverse regulatory developments;
- interruption, failure or breach of the Issuer's operational systems, including the Issuer's IT systems and other systems on which it depends; and
- failure to deliver of third parties to which the Issuer has outsourced certain functions.

The Issuer's risks are more specifically described in 'Risk Factors'. The Issuer has based these forward-looking statements on the current view of its management with respect to future events and financial performance, which is based on numerous assumptions regarding the Issuer's present and future business strategies and the environment in which the Issuer will operate in the future. Although the Issuer believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Base Prospectus (or any supplement hereto), if one or more of the risks or uncertainties materialize, including those identified above or which the Issuer has otherwise identified in this Base Prospectus (or any supplement hereto), or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results, performance or achievements, or industry results may be materially different from those expressed or implied by these forward-looking statements. Any forward-looking statements contained in this Base Prospectus or any supplement hereto speak only as at the date of this Base Prospectus or such supplement. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus (or any supplement hereto) any updates or revisions to any forward-looking statements contained herein to reflect any change



in expectations thereof or any change in events, conditions or circumstances on which any such forward-looking statement is based.

## DOCUMENTS INCORPORATED BY REFERENCE

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

- (i) the Articles of Association of NWB Bank (translated into English). See: [https://nwbbank.com/download\\_file/articles-of-association.pdf](https://nwbbank.com/download_file/articles-of-association.pdf).
- (ii) the audited financial information and auditors report as at and for the years ended 31 December 2019, 2018 and 2017 prepared on the basis of Dutch GAAP as included in NWB Bank's annual report for 2019 on pages 112 up to and including page 183, for 2018 on pages 122 up to and including page 181 and for 2017 on pages 110 up to and including page 173, respectively. See: [https://nwbbank.com/download\\_file/annual-report-2017.pdf](https://nwbbank.com/download_file/annual-report-2017.pdf); [https://nwbbank.com/download\\_file/annual-report-2018.pdf](https://nwbbank.com/download_file/annual-report-2018.pdf); and [https://nwbbank.com/download\\_file/annual-report-2019.pdf](https://nwbbank.com/download_file/annual-report-2019.pdf);
- (iii) to the extent they apply to Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes, the Terms and Conditions of the Notes taken from the Base Prospectuses dated 18 May 2010 (page 49 up to and including 69), 3 May 2011 (page 85 up to and including 112), 7 October 2011 (page 74 up to and including 97), 10 May 2012 (page 77 up to and including 99) See: [https://nwbbank.com/download\\_file/base-prospectus-2010.pdf](https://nwbbank.com/download_file/base-prospectus-2010.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2011.pdf](https://nwbbank.com/download_file/base-prospectus-2011.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2011-2.pdf](https://nwbbank.com/download_file/base-prospectus-2011-2.pdf); and [https://nwbbank.com/download\\_file/base-prospectus-2012.pdf](https://nwbbank.com/download_file/base-prospectus-2012.pdf);
- (iv) the Terms and Conditions of the Notes taken from the Base Prospectuses dated 28 May 2013 (page 73 up to and including 112), 28 April 2014 (page 73 up to and including 112), 28 April 2015 (page 73 up to and including 113), 28 April 2016 (page 74 up to and including 114), 28 April 2017 (page 77 up to and including 117), 30 April 2018 (page 82 up to and including 123) and 30 April 2019 (page 83 up to and including 125). See: [https://nwbbank.com/download\\_file/base-prospectus-2013.pdf](https://nwbbank.com/download_file/base-prospectus-2013.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2014.pdf](https://nwbbank.com/download_file/base-prospectus-2014.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2015.pdf](https://nwbbank.com/download_file/base-prospectus-2015.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2016.pdf](https://nwbbank.com/download_file/base-prospectus-2016.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2017.pdf](https://nwbbank.com/download_file/base-prospectus-2017.pdf); [https://nwbbank.com/download\\_file/base-prospectus-2018.pdf](https://nwbbank.com/download_file/base-prospectus-2018.pdf); and [https://nwbbank.com/download\\_file/base-prospectus-2019.pdf](https://nwbbank.com/download_file/base-prospectus-2019.pdf).

Any other information which is contained in any document mentioned under points (ii) through (iv) above but not specifically stated as being incorporated by reference is either not relevant for investors or covered elsewhere in this Base Prospectus. Any statement contained in this Base Prospectus or in a document incorporated by reference into this Base Prospectus will be deemed to be modified or superseded for the purposes of this Base Prospectus to the extent that a statement contained in any subsequent document modifies or supersedes that statement. Any statement that is modified or superseded in this manner will no longer be a part of this Base Prospectus except as modified or superseded. A supplement to this Base Prospectus, if appropriate, will be made available which will describe any subsequent documents incorporated by reference into this Base Prospectus.

NWB Bank will provide, without charge, to each person to whom a copy of this Base Prospectus has been delivered, upon the oral or written request of such person, a copy of any or all of the documents which are incorporated herein by reference. Written requests for such documents should be directed to NWB Bank at its registered office set out at the end of this Base Prospectus. In addition, such documents will be available from the London office of Citibank N.A., (as set out at the end of this Base Prospectus) in its capacity as Principal Paying Agent and at the offices of Banque Internationale à Luxembourg in its capacity as Non-U.S. Paying Agent (as set out at the end of this Base Prospectus).

The Base Prospectus and the documents incorporated by reference may also be found on the investor relations section of NWB Bank's website: <https://nwbbank.com/en/investor-relations/funding-programmes> and may be obtained by contacting NWB Bank by telephone (+31 70 416 62 66) or by e-mail: [legal@nwbbank.com](mailto:legal@nwbbank.com).

## FORM OF THE NOTES

The Notes will either be issued in the form of Bearer Notes, with or without interest coupons attached, or in the form of Registered Notes, without interest coupons attached. Bearer Notes will be offered and sold outside the United States to persons that are not U.S. persons in reliance on Regulation S and Registered Notes will be offered and sold both outside the United States in reliance on Regulation S and within the United States to persons who are QIBs in reliance on Rule 144A. Bearer Notes are subject to U.S. tax law requirements.

### Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will be initially represented by a Temporary Bearer Global Note or, if so specified in the applicable Final Terms, a Permanent Bearer Global, without receipts, interest coupons or talons, which in either case, will:

- (i) if the Bearer Global Notes are intended to be issued in NGN form, as specified in the applicable Final Terms, be delivered on or prior to the original issue date (the '**Issue Date**') of the Tranche to a common safekeeper for Euroclear and Clearstream, Luxembourg; or
- (ii) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depositary for Euroclear and Clearstream, Luxembourg and/or any other agreed clearing system.

Notes issued in accordance with the provisions of the TEFRA D Rules will be initially represented by a Temporary Bearer Global Note.

Whilst any Note issued in accordance with the TEFRA D Rules is represented by a Temporary Bearer Global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Bearer Global Note if the Temporary Bearer Global Note is not issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of such Temporary Bearer Global Note 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 the relevant clearing system(s) and the relevant clearing system(s) have given a like certification (based on the certifications they have received) to the Principal Paying Agent. Any reference in this section to the relevant clearing system(s) shall mean the clearing and/or settlement system(s) specified in the applicable Final Terms.

On and after the date (the '**Exchange Date**') which will be from the 40th day after the date on which the Temporary Bearer Global Note is issued, interests in the Temporary Bearer Global Note will be exchangeable (free of charge), upon request as described therein, either for interests in a Permanent Bearer Global Note without receipts, interest coupons or talons or for Definitive Bearer Notes (as specified in the applicable Final Terms) in each case, if the Notes are issued in accordance with TEFRA D Rules, against certification of non-U.S. beneficial ownership as described in the preceding paragraph unless such certification has already been given. Bearer Notes will not be delivered in the United States. The holder of a Temporary Bearer Global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date, unless upon due presentation of the Temporary Bearer Global Note for exchange as aforesaid, delivery of an interest in a Permanent Bearer Global Note or of Definitive Bearer Notes or Coupons is improperly withheld or refused.

Definitive Bearer Notes will be in the standard euromarket form. Definitive Bearer Notes and Bearer Global Notes will be payable to bearer.

Payments of principal and interest (if any) on a Permanent Bearer Global Note will be made through the relevant clearing system(s) (against presentation or surrender (as the case may be) of the Permanent Bearer Global Note if the Permanent Bearer Global Note is not intended to be issued in NGN form) without any requirement for certification. A Permanent Bearer Global Note will be exchangeable (free of charge), in whole or, subject to the Notes which continue to be represented by the Permanent Bearer Global Note being regarded by the relevant clearing system(s) as fungible with the Definitive Bearer Notes issued in partial exchange for such Permanent Bearer Global Note, in part in accordance with the applicable Final Terms, for security printed Definitive Bearer Notes with, where applicable, receipts, interest coupons or coupon sheets and talons attached. Such exchange may be made, as specified in the applicable Final Terms either: (i) upon not less than 30 days' written notice to the Principal Paying Agent by Euroclear,

Clearstream, Luxembourg and/or another relevant Clearing System (acting on the instructions of any of its participants) as described therein or (ii) only upon the occurrence of an Exchange Event. An **‘Exchange Event’** means (1) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg, has 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 alternative clearing system is available or (2) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 which would not be required were the Notes represented by Definitive Bearer Notes. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 upon the occurrence of an Exchange Event. In the event of the occurrence of any Exchange Event, Euroclear and/or Clearstream, Luxembourg acting on the instructions of any holder of an interest in the Bearer Global Note may give notice to the Principal Paying Agent requesting exchange and in the event of the occurrence of an Exchange Event as described in (2) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur no later than 30 days after the date on which the relevant notice is received by the Principal Paying Agent. Bearer Global Notes and Definitive Bearer Notes will be issued pursuant to the Agency Agreement. At the date hereof, neither Euroclear nor Clearstream, Luxembourg regard Bearer Notes in global form as fungible with Definitive Bearer Notes. In the event that the relevant Permanent Bearer Global Note is not, in the case of (i) or (ii) above, duly exchanged for Definitive Bearer Notes on the thirtieth day after the time at which the preconditions to such exchange are first satisfied then, if permitted by applicable law and the regulations of the relevant clearing system, relevant account holders with Euroclear and Clearstream, Luxembourg and any other agreed clearing system will be able to enforce against the Issuer all rights which they would have had if they had been holding Definitive Bearer Notes to the relevant value at the time of such event. Payments by the Issuer to the relevant account holders will be considered as payments to the relevant Noteholder and operate as full and final discharge to the Issuer in this respect.

The following legend will appear on all Permanent Bearer Global Notes and Definitive Bearer Notes, receipts and interest coupons (including talons) which are issued in accordance with TEFRA D Rules:

**‘ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.’**

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Bearer Notes, receipts or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes, receipts or interest coupons.

Bearer Notes will be issued in Specified Denomination subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Bearer Notes of one denomination will not be exchangeable after their initial delivery for Bearer Notes of any other denomination.

In case of Bearer Notes which have a denomination consisting of the minimum Specified Denomination plus a higher integral multiple of another smaller amount, it is possible that the Bearer Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. So long as such Notes are represented by a Temporary Bearer Global Note or Permanent Bearer Global Note and the relevant clearing system(s) so permit, these Bearer Notes will be tradable only in the minimum Specified Denomination increased with integral multiples of such a smaller amount, notwithstanding that Definitive Bearer Notes shall only be issued in denominations which may be up to twice the minimum Specified Denomination.

### **Registered Notes**

The Registered Notes of each Tranche offered and sold in reliance on Regulation S, which will be sold to non-U.S. persons outside the United States, will initially be represented by a global note in registered form (a **‘Regulation S Global Note’**). Prior to expiry of the distribution compliance period (as defined in Regulation S) applicable to each Tranche of Notes, beneficial interests in a Regulation S Global Note may not be offered or sold to, or for the account or benefit of, a U.S. person save as otherwise provided in Condition 2 of the Terms and Conditions of the Notes and may not be held otherwise than through DTC, Euroclear and/or Clearstream, Luxembourg, and such Regulation S Global Note will bear a legend regarding such restrictions on transfer. The Registered Notes of each Tranche offered and sold in the United States may only be offered and sold in private transactions to QIBs and will be represented by a global note in registered form (a **‘Rule 144A Global Note’** and, together with a Regulation S Global Note, **‘Registered Global Notes’**).

Registered Global Notes will either (i) be deposited with a custodian for, and registered in the name of a nominee of, DTC or (ii) be deposited with a common depositary or common safekeeper, as the case may be for Euroclear and Clearstream, Luxembourg and registered in the name of a common depositary of, Euroclear and Clearstream, Luxembourg or in the name of a nominee of the common safekeeper, as specified in the applicable Final Terms. Persons holding beneficial interests in Registered Global Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Individual Note Certificates. The Registered Global Notes will be subject to certain restrictions on transfer set forth therein and will bear a legend regarding such restrictions.

Payments of principal, interest and any other amount in respect of the Registered Global Notes will be made to the person shown on the Register (as defined in Condition 6.5 of the Terms and Conditions of the Notes) as the registered holder of the Registered Global Notes. None of the Issuer, any Paying Agent or the Registrar will have any responsibility or liability for any aspect of the records relating to or payments or deliveries made on account of beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Payments of principal, interest or any other amount in respect of the Individual Note Certificate will be made to the persons shown on the Register on the relevant Record Date (as defined in Condition 6.5 of the Terms and Conditions of the Notes) immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Registered Global Note will be exchangeable (free of charge), in whole but not in part, for Individual Note Certificates without receipts, interest coupons or talons attached only upon the occurrence of an Exchange Event. For these purposes, ‘**Exchange Event**’ means that (i) an Event of Default has occurred and is continuing, (ii) in the case of Notes registered in the name of a nominee for DTC, either DTC has notified the Issuer that it is unwilling or unable to continue to act as depositary for the Notes and no alternative clearing system is available or DTC has ceased to constitute a clearing agency registered under the Exchange Act and no alternative clearing system is available, (iii) in the case of Notes registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg, 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 have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available or (iv) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 8 of the Terms and Conditions of the Notes which would not be required were the Notes represented by Individual Note Certificates. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 of the Terms and Conditions of the Notes if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, DTC, Euroclear and/or Clearstream, Luxembourg or any person acting on their behalf (acting on the instructions of any holder of an interest in such Registered Global Note) may give notice to the Registrar requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iv) above, the Issuer may also give notice to the Registrar requesting exchange. Any such exchange shall occur not later than 10 days after the date of receipt of the first relevant notice by the Registrar. Registered Notes will be in such Specified Denomination(s), specified in the applicable Final Terms and which may include a minimum denomination specified in the applicable Final Terms and higher integral multiples of a smaller amount specified in the applicable Final Terms.

### **Transfer of Interests**

Interests in a Registered Global Note may, subject to compliance with all applicable restrictions, be transferred to a person who wishes to hold such interest in such Registered Global Note. No beneficial owner of an interest in a Registered Global Note will be able to transfer such interest, except in accordance with the applicable procedures of DTC or Euroclear and Clearstream, Luxembourg, in each case to the extent applicable. Registered Notes are also subject to the restrictions on transfer set forth therein and will bear a legend regarding such restrictions, see ‘Plan of Distribution’ and ‘Transfer Restrictions’.

### **General**

Pursuant to the Agency Agreement, the Principal Paying Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number (‘identifying number(s)’) which are different from the common code, ISIN, CUSIP and CINS assigned to Notes of any other Tranche of the same Series until at least the expiry of the distribution compliance period (as defined in Regulation S)

applicable to the Notes of such Tranche, and in the case of Bearer Notes issued in accordance with the TEFRA D Rules that are initially represented by a Temporary Bearer Global Note exchangeable for interests in a Permanent Bearer Global Note or Definitive Bearer Notes, such additional Bearer Notes will have a unique identifying number or numbers until such exchange occurs following certification of non-U.S. beneficial ownership, and in the case of Registered Notes, such additional Registered Notes will have a unique identifying number or numbers unless such further Registered Notes are fungible with the previously issued Registered Notes for U.S. federal income tax purposes.

Any reference herein to Euroclear and/or Clearstream, Luxembourg and/or DTC shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or as may otherwise be approved by the Issuer and the Principal Paying Agent.

The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplemental base prospectus, a new base prospectus or a drawdown prospectus, as appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes.

## BOOK-ENTRY CLEARANCE SYSTEMS

*The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear, or Clearstream, Luxembourg, (together, the ‘Clearing Systems’) currently in effect. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. Neither the Issuer nor any other party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Notes held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.*

### Book-entry Systems

#### DTC

DTC has advised the Issuer that it is a limited purpose trust company organized under the New York Banking Law, a ‘banking organization’ within the meaning of the New York Banking Law, a member of the United States Federal Reserve System, a ‘clearing corporation’ within the meaning of the New York Uniform Commercial Code and a ‘clearing agency’ registered pursuant to Section 17A of the Exchange Act. DTC holds securities that its participants (**‘Participants’**) deposit with DTC. DTC also facilitates the clearance and settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. Direct Participants (**‘Direct Participants’**) include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation (**‘DTCC’**). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (**‘Indirect Participants’**). More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org), but such information is not incorporated by reference in and does not form part of this Base Prospectus.

Under the rules, regulations and procedures creating and affecting DTC and its operations (the **‘Rules’**), DTC makes book-entry transfers of Registered Notes among Direct Participants on whose behalf it acts with respect to Notes accepted into DTC’s book-entry settlement system (**‘DTC Notes’**) as described below and receives and transmits distributions of principal and interest on DTC Notes. The Rules are on file with the Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Notes (**‘Owners’**) have accounts with respect to the DTC Notes similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Notes through Direct Participants or Indirect Participants will not possess Registered Notes, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Notes.

Purchases of DTC Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Notes on DTC’s records. The ownership interest of each actual purchaser of each DTC Note (**‘Beneficial Owner’**) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Notes are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in DTC Notes, except in the event that use of the book-entry system for the DTC Notes is discontinued.

To facilitate subsequent transfers, all DTC Notes deposited by Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of DTC Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Notes; DTC’s records reflect only the identity of the Direct Participants to whose accounts such DTC Notes are

credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to DTC Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the DTC Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the relevant agent (or such other nominee as may be requested by an authorized representative of DTC), on the relevant payment date in accordance with their respective holdings shown in DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in 'street name', and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct Participants and Indirect Participants.

Under certain circumstances, including if there is an Event of Default under the Notes, DTC will exchange the DTC Notes for Individual Note Certificates, which it will distribute to its participants in accordance with their proportionate entitlements upon the entry of such participants on the register and which, if representing interests in a Rule 144A Global Note, will be legended as set forth under 'Plan of Distribution' and 'Transfer Restrictions'.

A Beneficial Owner shall give notice to elect to have its DTC Notes purchased or tendered, through its participant, to the relevant agent, and shall effect delivery of such DTC Notes by causing the Direct Participant to transfer the participant's interest in the DTC Notes, on DTC's records, to the relevant agent. The requirement for physical delivery of DTC Notes in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the DTC Notes are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered DTC Notes to the relevant agent's DTC account.

DTC may discontinue providing its services as depository with respect to the DTC Notes at any time by giving reasonable notice to the Issuer or the relevant agent. Under such circumstances, in the event that a successor depository is not obtained, DTC Note certificates are required to be printed and delivered. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, DTC Note certificates will be printed and delivered to DTC.

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Owner desiring to pledge DTC Notes to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Notes, will be required to withdraw its Registered Notes from DTC as described below.

#### ***Euroclear and Clearstream, Luxembourg***

Euroclear and Clearstream, Luxembourg each holds securities for their respective customers and facilitate the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established



depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Euroclear and Clearstream, Luxembourg customers are world-wide financial institutions, including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

### **Book-entry Ownership of and Payments in respect of DTC Notes**

The Issuer may apply to DTC in order to have any Tranche of Notes represented by a Registered Global Note accepted in its book-entry settlement system. Upon the issue of any such Registered Global Note, DTC or its custodian will credit, on its internal book-entry system, the respective nominal amounts of the individual beneficial interests represented by such Registered Global Note to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Registered Global Note will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Note, the respective depositories of Euroclear and Clearstream, Luxembourg. Ownership of beneficial interests in a Registered Global Note accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments in U.S. Dollars of principal and interest in respect of a Registered Global Note accepted by DTC will be made to the order of DTC or its nominee as the registered holder of such Note. In the case of any payment in a currency other than U.S. Dollars, payment will be made to the Exchange Agent on behalf of DTC or its nominee and the Exchange Agent will (in accordance with instructions received by it) remit all or a portion of such payment for credit directly to the beneficial holders of interests in the Registered Global Note in the currency in which such payment was made and/or cause all or a portion of such payment to be converted into U.S. Dollars and credited to the applicable Participants' account.

The Issuer expects DTC to credit accounts of Direct Participants on the applicable payment date in accordance with their respective holdings as shown in the records of DTC unless DTC has reason to believe that it will not receive payment on such payment date. The Issuer also expects that payments by Participants to beneficial owners of Notes will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers, and will be the responsibility of such Participant and not the responsibility of DTC, the Principal Paying Agent, the Registrar or the Issuer. Payment of principal, premium, if any, and interest, if any, on Notes to DTC is the responsibility of the Issuer.

### **Transfers of Notes Represented by Global Notes**

Transfers of any interests in Notes represented by a Global Bearer Note or a Registered Global Note within Euroclear, Clearstream, Luxembourg and DTC will be effected in accordance with the customary rules and operating procedures of the relevant clearing system. The laws in some states within the United States require that certain persons take physical delivery of securities in definitive form. Consequently, the ability to transfer Notes represented by a Registered Global Note to such persons may depend upon the ability to exchange such Notes for Notes in definitive form. Similarly, because DTC can only act on behalf of Direct Participants in the DTC system who in turn act on behalf of Indirect Participants, the ability of a person having an interest in Notes represented by a Registered Global Note accepted by DTC to pledge such Notes to persons or entities that do not participate in the DTC system or otherwise to take action in respect of such Notes may depend upon the ability to exchange such Notes for Notes in definitive form. The ability of any holder of Notes represented by a Registered Global Note accepted by DTC to resell, pledge or otherwise transfer such Notes may be impaired if the proposed transferee of such Notes is not eligible to hold such Notes through a Direct Participant or Indirect Participant in the DTC system.

Subject to compliance with the transfer restrictions applicable to the Registered Notes described under 'Plan of Distribution' and 'Transfer Restrictions', cross-market transfers between DTC, on the one hand, and directly or indirectly through Clearstream, Luxembourg or Euroclear accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Registrar, the Principal Paying Agent and any custodian ('**Custodian**') with whom the relevant Registered Global Notes have been deposited.

On or after the Issue Date for any Series, transfers of Notes of such Series between accountholders in Clearstream, Luxembourg and Euroclear and transfers of Notes of such Series between participants in DTC will generally have a settlement date two business days after the trade date (T+2). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Clearstream, Luxembourg or Euroclear and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Clearstream, Luxembourg and Euroclear, on the other, transfers of interests in the relevant Registered Global Notes will be effected through the Registrar, the Principal Paying Agent and the Custodian receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

DTC, Clearstream, Luxembourg and Euroclear have each published rules and operating procedures designed to facilitate transfers of beneficial interests in Registered Global Notes among participants and accountholders of DTC, Clearstream, Luxembourg and Euroclear. However, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer, the Paying Agents or any Dealer will be responsible for any performance by DTC, Clearstream, Luxembourg or Euroclear or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations and none of them will have any liability for any aspect of the records relating to or payments made on account of beneficial interests in the Notes represented by Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial interests.

## FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes.

**Final Terms dated [ ]**

**Nederlandse Waterschapsbank N.V.**

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

**Legal Entity Identifier: JLP5FSPH9WPSHY3NIM24**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
(the 'Notes') under the €60,000,000,000 Debt Issuance Program**

**MIFID II product governance / Professional investors and ECPs only target market** – Solely for the purposes of [the/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 MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market]*. Any person subsequently offering, selling or recommending the Notes (a '**distributor**') should take into consideration the manufacturer['s/s'] 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 manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.

## PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the '**Conditions**') set forth in the base prospectus dated [30] April 2020 [and the supplement[s] to it dated [ ]] [which [together] constitute[s] a base prospectus (the '**Base Prospectus**') for the purposes of Regulation (EU) 2017/1129, (as amended or superseded, the '**Prospectus Regulation**').] [This document constitutes the Final Terms of the Notes described herein prepared for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus and any supplement thereto 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 Base Prospectus. The Base Prospectus and any supplement thereto have been published in accordance with the arrangement set out in Article 21 of the Prospectus Regulation on [<https://www.nwbbank.com/funding-programmes.html>] and is available for viewing at the registered office of the Issuer at Rooseveltplantsoen 3, 2517 KR The Hague, the Netherlands. In addition, copies may be obtained from Citibank N.A., Citigroup Centre Canada Square, Canary Wharf, London E14 5LB, United Kingdom (the '**Principal Paying Agent**') [and, only with respect to Tranches of Notes which are solely offered and sold by the Issuer and/or the Dealers in bearer form outside the United States to non-U.S. persons in reliance on Regulation S, from Banque Internationale à Luxembourg, 69, route d'Esch, 2953 Luxembourg, Grand Duchy of Luxembourg (the '**Non-U.S. Paying Agent**')].

*[The following alternative language applies if the first tranche of an issue which is being increased was issued under a base prospectus with an earlier date. NB: when using a post – 1 July 2012 approved base prospectus to tap a previous issue under a pre – 1 July 2012 approved base prospectus, the final terms in the post – 1 July 2012 base prospectus will take a different form due to the more restrictive approach to final terms. The Conditions of the original issue being tapped should be reviewed to ensure that they would not require the final terms documenting the further issue to include information which is no longer permitted in final terms. Where the final terms documenting the further issue would need to include such information, it will not be possible to tap using final terms and a drawdown prospectus (incorporating the original Conditions and final terms) will instead need to be prepared. Include correct references to each condition mentioned explicitly by number in the Final Terms to the extent that these number references in the terms and conditions under which the initial tranche was issued differ from number references used in the Conditions set out in full in the Base Prospectus dated [30] April 2020.]*

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the '**Conditions**') set forth in the base prospectus dated [original date] [and the supplement[s] to it dated [ ]] which are incorporated by reference in the Base Prospectus dated [30] April 2020. This document constitutes the Final Terms of the Notes

described herein for the purposes of Article 8 of Regulation (EU) 2017/1129, (as amended or superseded, the ‘**Prospectus Regulation**’) and must be read in conjunction with the Base Prospectus dated 30 April 2020 [and the supplement[s] to it dated [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the ‘**Base Prospectus**’), save in respect of the Conditions which are extracted from the base prospectus dated [original date] [and the supplement[s] to it dated [ ]]. 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 Base Prospectus [and the supplement[s] dated [ ]]. The Base Prospectus has been published on [https://www.nwbbank.com/funding-programmes.html] and is available for viewing at the registered office of the Issuer at Rooseveltplantsoen 3, 2517 KR The Hague, the Netherlands. In addition, copies may be obtained from Citibank N.A., Citigroup Centre Canada Square, Canary Wharf, London E14 5LB, United Kingdom (the ‘**Principal Paying Agent**’) [and, only with respect to Tranches of Notes which are solely offered and sold by the Issuer and/or the Dealers in bearer form outside the United States to non-U.S. persons in reliance on Regulation S, from Banque Internationale à Luxembourg, 69, route d’Esch, 2953 Luxembourg, Grand Duchy of Luxembourg (the ‘**Non-U.S. Paying Agent**’)].

**PROHIBITION OF SALES TO EEA AND 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 European Economic Area (‘**EEA**’) or 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 (11) of Article 4(1) of Directive 2014/65/EU (as amended, ‘**MiFID II**’); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, 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; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (the ‘**PRIIPs Regulation**’) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

*[Include whichever of the following apply or specify as ‘Not Applicable’ (N/A). Note that the numbering should remain as set out below, even if ‘Not Applicable’ is specified for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

*[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute ‘significant new factors’ and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.]*

*[When adding any other final terms or information, consideration should be given as to whether such terms or information constitute category ‘B’ information as indicated in Annex XX of the Prospectus Regulation and consequently trigger the need for an individual drawdown prospectus.]*

- |    |  |   |
|----|--|---|
| 1. | Issuer:  | Nederlandse Waterschapsbank N.V.  |
| 2. | [(i)] Series Number:                             | [ ]   |
|    | [(ii)] Tranche Number:                           | [ ]   |
|    | [(iii)] Date on which the Notes become fungible: | [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [insert description of the Series] on [insert date/the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 28 below [which is expected to occur on or after [insert date]]].] |
| 3. | Specified Currency or Currencies:                | [ ]   |

4. Aggregate Nominal Amount: [ ]
- [(i)] Series: [ ]
- [(ii)] Tranche: [ ]
5. Issue Price [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] (if applicable)]
6. (i) Specified Denominations: [ ]
- (Notes may not be issued in denominations less than €100,000 or the equivalent thereof in another currency)*
- (Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom or whose issue otherwise constitutes a contravention of Section 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies))*
- (In the case of JPY consider [The Aggregate Nominal Amount of this Series of Notes shall not exceed the product of the Specified Denomination and forty-nine (49) with the issue of any additional tranches(s) of notes that become fungible to this Series of Notes])*
- If the Specified Denomination is expressed to be €100,000 or its equivalent and multiples of a lower principal amount (for example €1,000), insert the additional wording below:*
- (‘€100,000 and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000].’)*
- (ii) Calculation Amount: [ ] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the lowest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
7. (i) Issue Date: [ ] *(In the case of FX Linked Notes, Inflation Linked Notes and CMS Linked Notes include date of resolutions/authorizations/approval for issuance of Notes obtained)*
- (ii) Interest Commencement Date: [Specify/Issue Date/Not Applicable]
8. Maturity Date: *(Specify date (for Fixed Rate Notes) or (for Floating Rate Notes /FX Linked Notes/CMS Linked Notes/Inflation Linked Notes) Interest Payment Date falling in or nearest to the relevant month and year)*

9. Interest Basis: ☐ per cent. Fixed Rate]
- ☐ month [LIBOR/EURIBOR]+/- ☐ per cent Floating Rate].
- ☐ Floating Rate]
- ☐ Zero Coupon]
- ☐ FX Linked Interest]
- ☐ CMS Linked]
- ☐ Inflation Linked]
- (See paragraph [14/15/16/17/18/19] below)
10. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at ☐/[100]] per cent. of their nominal amount]
- ☐ FX Linked Redemption]
- ☐ Dual Currency]
- ☐ Partly Paid]
- ☐ Installment]
- (further particulars specified below)
- [Only for Notes with a Specified Currency where the country or area of which such Specified Currency is the country's or area's lawful currency, has or is expected to have a credit rating lower than the credit rating of the Notes: the provisions of Condition 6.9 [do not] apply. [If Condition 6.9 applies: The Issuer may settle payments due in a Specified Currency (in whole or in part) in another currency on the due date in the circumstances described in Condition 6.9.]
11. Change of Interest Basis: ☐ Applicable][Not Applicable]

The Interest Basis shall change from [Fixed Rate][Floating Rate][Zero Coupon][FX Linked Interest][Inflation Linked][CMS Linked][Non-interest bearing] to [Fixed Rate][Floating Rate][Zero Coupon][FX Linked Interest][Inflation Linked][CMS Linked][Non-interest bearing]

*(Specify the date when any change of interest basis occurs or refer to paragraphs 14,15,16,17,18 and 19 below and identify there)*

Consider the following language: [For the period from (and including) the Interest Commencement Date, up to (but excluding) [date] paragraph [14/15/16/17/18/19/Non-interest bearing] applies and for the period from (and including) [date], up to (and including) the Maturity Date, paragraph [14/15/16/17/18/19/Non-interest bearing] applies].

12. Put/Call Options:

[Investor Put Option][Issuer Call Option][Not Applicable]

(See paragraph [21/22] below)

13. Status of the Notes:

Senior

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

14. Fixed Rate Note Provisions:

[Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Fixed Rate[(s)] of Interest:

[ ] per cent. per annum [payable [annually][semi-annually][quarterly] in arrear on each Interest Payment Date]

(ii) Specified Interest Period(s):

[ ]

(iii) Specified Interest Payment Date(s):

[ ]

*(NB: This will need to be amended in the case of long or short coupons)*

(iv) Business Day Convention:

- Business Day Convention:

[Fixed Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]

- Adjusted or Unadjusted for Interest Period calculation:

[Adjusted/Unadjusted]

(v) Fixed Coupon Amount[(s)]:

[ ] per Calculation Amount

(vi) Broken Amount(s):

[ ] per Calculation Amount, payable on the Interest Payment Date falling [in][on] [ ] [ ] [Not Applicable]

	(vii) Day Count Fraction:	[30/360 or Actual/Actual (ICMA)][Actual/365 (fixed)][Actual/365 (Sterling)]
	(viii) Interest Determination Date(s):	[ ] in each year  <i>(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)</i>  <i>(NB: This will need to be amended in the case of regular interest payment dates which are not of equal duration)</i>  <i>(NB: Only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>
15.	Floating Rate Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Specified Interest Period(s):	[ ]
	(ii) Specified Interest Payment Dates:	[ ]
	(iii) Business Day Convention:	
	- Business Day Convention:	[Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
	- Adjusted or Unadjusted for Interest Period calculation:	[Adjusted/Unadjusted]
	(iv) Business Centre(s):	[ ]
	(v) Manner in which the Rate of Interest is to be determined:	[Screen Rate Determination][ISDA Determination]
	(vi) Screen Rate Determination:	[Applicable][Not Applicable]
	- Reference Rate:	[LIBOR][EURIBOR] <i>(subject to the fall-back provisions set out in Condition 5.2)</i>
	- Interest Determination Date(s):	[ ]  <i>(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or Euro LIBOR), first day of each Interest Period if Sterling LIBOR and second day on which the TARGET2 system is open prior to the start of each Interest Period if EURIBOR or Euro LIBOR)</i>
	- Relevant Screen Page:	[ ] <i>(subject to the fall-back provisions set out in Condition 5.2.)</i>



*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate)*

(vii) ISDA Determination:	[Applicable][Not Applicable]
- EURIBOR Rate:	[Applicable][Not Applicable] <i>(subject to the fall-back provisions set out in Condition 5.2)</i>
- LIBOR Rate:	[Applicable][Not Applicable] <i>(subject to the fall-back provisions set out in Condition 5.2)</i>
- Designated Maturity:	[ ]
- Designated Reference:	[ ]
- Interest Determination Date(s):	[ ]
(viii) Linear Interpolation:	[Applicable][Not Applicable] [The Rate of Interest for the [long][short] [first][last] Interest Period shall be calculated using Linear Interpolation <i>(specify for each short or long interest period)</i> ]
(ix) Margin:	[+/-] [ ] per cent. per annum
(x) Minimum Rate of Interest:	[ ] per cent. per annum <i>(NB: If terms and conditions applicable to the notes are the terms and conditions set out fully in a Base Prospectus dated prior to 28 May 2013, the minimum rate of interest must be specified in the Final Terms (this specification can also include '0 per cent. per annum'))</i> .
(xi) Maximum Rate of Interest:	[ ] per cent. per annum
(xii) Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/Bond Basis] [(30/360)/(360/360)] [30E/360/Eurobond Basis] [30E/360 (ISDA)]
16. Zero Coupon Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Accrual Yield:	[ ] per cent. per annum
(ii) Reference Price:	[ ]

(iii) Day Count Fraction in relation to Early Redemption Amounts and late payment:		[Conditions 7.5 and 7.12 apply]
		[Actual/Actual (ISDA)]
		[Actual/Actual (ICMA)]
		[Actual/365 (Fixed)]
		[Actual/365 (Sterling)]
		[Actual/360]
		[30/360/Bond Basis]
		[(30/360)/(360/360)]
		[30E/360/Eurobond Basis]
		[30E/360 (ISDA)]
		<i>(Consider applicable day count fraction if not U.S. Dollar denominated)</i>
17.	FX Linked Interest Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Specified Interest Period(s):	[ ]
	(ii) Specified Interest Payment Dates:	[ ]
	(iii) Interest Determination Date(s):	[ ]
	(iv) Business Day Convention:	
	- Business Day Convention:	[Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
	- Adjusted or Unadjusted for Interest Period calculation:	[Adjusted][Unadjusted]
	(v) Business Centre(s):	[ ]
	(vi) Multiplier1:	[ ]
	(vii) Base Currency:	[ ]
	(viii) Specified Currency:	[ ]
	(ix) Relevant FX Screen Page:	[ ] <i>(subject to the fall-back provisions set out in Condition 5.2.)</i>
	(x) Relevant Time:	[ ]
	(xi) Margin1:	[ ]
	(xii) FX Level1:	[ ]

	(xiii) Minimum Rate of Interest:	[ ] per cent. per annum
	(xiv) Maximum Rate of Interest:	[ ] per cent. per annum
	(xv) Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360/Bond Basis] [(30/360)/(360/360)] [30E/360/Eurobond Basis] [30E/360 (ISDA)]
18.	Inflation Linked Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Inflation Index:	[CPI Monthly Reference Index/HICP Index]  <i>(subject to the fall-back provisions set out in Condition 5.2.)</i>
	(ii) Index Sponsor:	[ ]
	(iii) Specified Interest Payment Dates:	[ ]
	(iv) Specified Interest Period(s):	[ ]
	(v) Interest Determination Date(s):	[ ]
	(vi) Business Day Convention:	
	- Business Day Convention:	[Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
	- Adjusted or Unadjusted for Interest Period calculation:	[Adjusted][Unadjusted]
	(vii) Business Centre(s):	[ ]
	(viii) Margin <sup>3</sup> :	[ ]
	(ix) Revisions permitted:	[Revision][No Revision]
	(x) Minimum Rate of Interest:	[ ] per cent. per annum
	(xi) Maximum Rate of Interest:	[ ] per cent. per annum
	(xii) Day Count Fraction:	[Actual/Actual (ISDA)]

		[Actual/Actual]
		[Actual/365 (Fixed)]
		[Actual/365 (Sterling)]
		[Actual/360]
		[30/360/Bond Basis]
		[(30/360)/(360/360)]
		[30E/360/Eurobond Basis]
		[30E/360 (ISDA)]
19.	CMS Linked Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Specified Interest Payment Dates:	[ ]
	(ii) Specified Interest Period(s):	[ ]
	(iii) Interest Determination Date(s):	[ ]
	(iv) Business Day Convention:	
	- Business Day Convention:	[Floating Rate Convention][Following Business Day Convention][Modified Following Business Day Convention][Preceding Business Day Convention]
	- Adjusted or Unadjusted for Interest Period calculation:	[Adjusted][Unadjusted]
	(v) Business Centre(s):	[ ]
	(vi) Multiplier2:	[ ]
	(vii) Multiplier3:	[ ]
	(viii) Multiplier4:	[ ]
	(ix) CMS Rate1:	[ ] <i>(subject to the fall-back provisions set out in Condition 5.2.)</i>
	- Designated Maturity1:	[ ]
	- Designated Reference:	[Swiss Franc][EURLibor][Sterling][Japanese Yen][U.S. Dollar][Not Applicable]
	(x) CMS Rate2:	[ ] <i>(subject to the fall-back provisions set out in Condition 5.2.)</i>
	- Designated Maturity2:	[ ]
	- Designated Reference:	[Swiss Franc][EURLibor][Sterling][Japanese Yen][U.S. Dollar][Not Applicable]
	(xi) Margin2:	[ ]

(xii) Minimum Rate of Interest:	[ ] per cent. per annum
(xiii) Maximum Rate of Interest:	[ ] per cent. per annum
(ix) Day Count Fraction:	[Actual/Actual (ISDA)]
	[Actual/Actual]
	[Actual/365 (Fixed)]
	[Actual/365 (Sterling)]
	[Actual/360]
	[30/360/Bond Basis]
	[(30/360)/(360/360)]
	[30E/360/Eurobond Basis]
	[30E/360 (ISDA)]
20. Dual Currency Note Provisions:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Principal payable in other currency than Specified Currency:	[Applicable][Not Applicable] <i>(if applicable include currencies in which principal is payable)</i>
(ii) Interest payable in other currency than Specified Currency:	[Applicable][Not Applicable] <i>(if applicable include currencies in which interest is payable)</i>
(iii) Rate of Exchange:	<i>(Provide exchange rate)</i>

#### PROVISIONS RELATING TO REDEMPTION

21. Issuer Call Option:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Optional Redemption Date(s):	[ ]
(ii) Optional Redemption Amount(s) of each Note:	[ ] per Calculation Amount
(iii) If redeemable in part:	[Applicable][Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
- Minimum Redemption Amount:	[ ] per Calculation Amount
- Maximum Redemption Amount:	[ ] per Calculation Amount
(iv) Notice Period:	[ ] days

22. Investor Put Option [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Note: [ ] per Calculation Amount
- (iii) Notice Period: [ ] days<sup>11</sup>
23. Early Redemption: [Applicable][Not Applicable]
- (i) Early Redemption Amount(s) payable on redemption: [[ ]/[paid up] nominal amount] of the Note on the date of redemption [adjusted for Early Redemption Unwind Costs] [together with accrued interest][Final Redemption Amount] [Amortized Face Amount as specified in Condition 7.5]
- (ii) Redemption for tax reasons (Condition 7.2) permitted at any time: [Applicable][Not Applicable]  
*(‘Applicable’ only in the case of Notes other than Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes)*
- (iii) Redemption for tax reasons (Condition 7.2) permitted on Interest Payment Dates only: [Applicable][Not Applicable]  
*(‘Applicable’ only in the case of Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes)*
- (iv) Unmatured Coupons to become void upon early redemption: [Applicable][Not Applicable]
- (v) Early Redemption Unwind Costs: [Applicable][Not Applicable]  
*(if applicable specify amount/Standard Early Redemption Unwind Costs)*
24. Whether Condition 8(a) of the Notes applies (in which case Condition 7.2 (Redemption for tax reasons) of the Notes will not apply) or whether Condition 8(b) of the Notes applies (in which case Condition 7.2 (Redemption for tax reasons) may be specified as being Applicable): [Condition 8(a) applies and Condition 7.2 does not apply] [Condition 8(b) applies] [and] [Condition 7.2 applies.]
25. Final Redemption Amount: [[ ] per Calculation Amount]  
  
*(In connection with FX Linked Redemption Notes only [the Final FX Linked Redemption Amount as calculated in accordance with Condition 7.8.]*
26. FX Linked Redemption Note Provisions: [Applicable][Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Relevant FX Screen Page: [ ]

<sup>11</sup> Minimum of 15 business days

	(ii) Relevant Time:	[ ]
	(iii) Final Redemption Determination Date:	[ ]
	(iv) Base Currency:	[ ]
	(v) FX Level2:	[ ]
	(vi) Specified Payment Date:	[ ]
27.	Automatic Early Redemption Provisions:	[Applicable][Not Applicable]
		<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Automatic Early Redemption Amount:	[ ] [per Calculation Amount]
	(ii) Automatic Early Redemption Event:	When the Automatic Early Redemption Observation Level is ['greater than'/ 'greater than or equal to'/ 'less than'/ 'less than or equal to'] the Automatic Early Redemption Trigger Level.
	(iii) Automatic Early Redemption Observation Level:	[Specify relevant exchange rate/ Specify relevant FX Screen Page, Base Currency and Relevant Time]  [Aggregate Interest Amount]
	(iv) Automatic Early Redemption Observation Period:	[ ]
	(v) Automatic Early Redemption Trigger Level:	[Specify relevant exchange rate/ Specify relevant FX Screen Page, Base Currency and Relevant Time]  [Specify Target Redemption Amount]
	(vi) Interest Determination Date(s):	[ ]
	(vii) Notice Period:	[ ]

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

28.	Form of Notes:	[Bearer Notes]
		[Temporary Bearer Global Note exchangeable from 40 days after the Issue Date[, upon certification as to non-U.S. beneficial ownership if Bearer Notes issued pursuant to the TEFRA D Rules], for interests in a Permanent Bearer Global Note which is exchangeable for Definitive Bearer Notes [upon not less than 30 days' notice given by the holder at any time or only upon the occurrence of an Exchange Event]]
		[Temporary Bearer Global Note exchangeable from 40 days after the Issue Date[, upon certification as to non-U.S. beneficial ownership if Bearer Notes issued pursuant to the TEFRA D Rules,] for Definitive Bearer Notes]

[Permanent Bearer Global Note exchangeable for Definitive Bearer Notes upon not less than 30 days' notice given by the holder [at any time/only upon the occurrence of an Exchange Event]]<sup>12</sup>

*(Ensure that this is consistent with the wording in the 'Form of the Notes' section in the Base Prospectus and the Notes themselves. NB: The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes includes language substantially to the following effect: '[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].' Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Bearer Global Note exchangeable for Definitive Bearer Notes.)*

[Registered Notes]

[Regulation S Global Note (U.S. \$[ ] principal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg.]]

[Rule 144A Global Note (U.S. \$[ ] principal amount) registered in the name of a nominee for [DTC/a common depositary for Euroclear and Clearstream, Luxembourg/ a common safekeeper for Euroclear and Clearstream, Luxembourg.]]

- |     |  |  |
|-----|--|--|
| 29. | New Global Note:   | [Yes][No]  |
| 30. | New Safekeeping Structure:   | [Applicable; but only as to Regulation S Global Note][Not Applicable]  |
| 31. | Form of Definitive Bearer Notes:   | [Standard Euromarket][Not Applicable]  |
| 32. | Financial Centre(s) or other special provisions relating to Payment Dates:   | [Applicable [specify relevant Financial Centre(s)]] [Not Applicable]   |
|     |  | <i>(Note that this item relates to the place of payment, and not Interest Period end dates)</i>  |
| 33. | Talons for future Coupons or Receipts to be attached to Definitive Bearer Notes (and dates on which such Talons mature): | [Applicable][Not Applicable].<br><br>(Applicable as the Notes have more than 27 coupon payments, talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made) |

<sup>12</sup> May not be used where TEFRA D Rules apply.



34. Details relating to Partly Paid Notes: [Applicable][Not Applicable] *(NB: A new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues) (NB: If terms and conditions applicable to the notes are the Terms and Conditions set out in a Base Prospectus dated prior to 28 May 2013, Partly Paid Notes cannot be issued) (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Part Payment Amount(s): [ ]
- (ii) Part Payment Date(s): [ ]
35. Details relating to Installment Notes: [Applicable][Not Applicable]
- (i) Installment Amounts: [Not Applicable][give amounts]
- (ii) Installment Dates: [Not Applicable][give dates]
36. Redenomination: [Applicable][Not Applicable]
- (NB: Redenomination cannot be applicable to Dual Currency Notes, FX Linked Notes, Inflation Linked Notes or CMS Linked Notes or if terms and conditions applicable to the Notes are the terms and conditions set out fully in a Base Prospectus dated prior to 28 May 2013.)*
- (i) Day Count Fraction applicable to Redenomination calculation:
- [Actual/Actual (ICMA)]
- [Actual/365]
- [Actual/365 (Fixed)]
- [Actual/365 (Sterling)]
- [Actual/360]
- [360/360]
- [30/360]
- [30E/360]
- [30E/360 (ISDA)]
- [Actual/Actual (ISDA)]
- [Actual/Actual]
- (ii) Reference Rate of the Note may be redenominated to: [LIBOR][EURIBOR] *(subject to the fall-back provisions set out in Condition 5.2)*

## PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and][ admission to [listing and ]trading on [Euronext Amsterdam][the Luxembourg Stock Exchange][Euronext Paris][Eurex Deutschland][the London Stock

Exchange][*specify other stock exchange or market*] of the Notes described herein ]pursuant to the €60,000,000,000 Debt Issuance Program of Nederlandse Waterschapsbank N.V.

## **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. To the best of the knowledge of the Issuer the information contained in these Final Terms is in accordance with the facts and does not omit anything likely to affect the import of such information. [[Relevant third party information, for example information with respect to ratings or historic reference rates] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [specify source], no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of the Issuer:

By: .....

Duly authorised

## PART B - OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

(i) Admission to trading:

[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Amsterdam][the Luxembourg Stock Exchange regulated market][Euronext Paris][Eurex Deutschland][the London Stock Exchange][specify other stock exchange or market] with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Amsterdam][the Luxembourg Stock Exchange regulated market][Euronext Paris][Eurex Deutschland][the London Stock Exchange][specify other stock exchange or market] with effect from [ ].] [Not Applicable.]

Fungible instruments of the same Series admitted to trading on: [Euronext Amsterdam][the Luxembourg Stock Exchange regulated market][Euronext Paris][Eurex Deutschland][the London Stock Exchange][specify other stock exchange or market]

(ii) Estimate of total expenses related to admission to trading: [ ]

(iii) Green Exchange

[Application has been made for display to the Luxembourg Green Exchange] [Not Applicable]

### 2. RATINGS

Ratings:

[The Program has been rated: [AAA] (in respect of Notes with a maturity of more than one year) [A-1+] (in respect of Notes with a maturity of one year or less) by S&P and has been rated [P-1] (in respect of short-term Notes)] [Aaa] (in respect of senior unsecured medium-term Notes) by Moody's]

[The Notes to be issued have not been rated.]

[[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Program generally]]:

[S&P: [ ]]

[Moody's: [ ]]

[[Other]: [Insert the full legal name of credit rating agency]]

[include below as appropriate]

[[*Insert the full legal name of credit rating agency*]] is established in the [European Union]/[United Kingdom] and registered under Regulation (EC) No 1060/2009, as amended. As such, [*insert the full legal name of credit rating agency*] is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with such Regulation.]

[[*Insert the full legal name of credit rating agency*]] is established in the [European Union]/[United Kingdom] and has applied for registration under Regulation (EC) No 1060/2009, as amended, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[*Insert the full legal name of non-EU credit rating agency*]] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). The ratings [[have been]/[are expected to be]] endorsed by [*insert the full legal name of EU-registered credit rating agency*] in accordance with the CRA Regulation.]]

[[*Insert the full legal name of credit rating agency*]] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended), but it [is]/[has applied to be] certified in accordance with the CRA Regulation [[and it is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation]/[although notification of the corresponding certification decision has not yet been provided by the relevant competent authority and [*insert the full legal name of credit rating agency*] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]]

*[[Insert the full legal name of non-EU credit rating agency] is not established in the European Union and has not applied for registration under Regulation (EC) No. 1060/2009 (as amended). However, the application for registration under the CRA Regulation of [insert the full legal name of EU credit rating agency that applied for registration], which is established in the European Union, disclosed the intention to endorse credit ratings of [insert the full legal name of non-EU credit rating agency][, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority and [insert the full legal name of EU credit rating agency] is not included in the list of credit rating agencies published by the European Securities and Markets Authority on its website in accordance with the CRA Regulation].]*

*[Need to include a brief explanation of the meaning of the ratings if this deviates from the explanations given in the section 'Overview' and has previously been published by the rating provider.]*

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Program generally or, where the issue has been specifically rated, that rating.)*

A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

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

*(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the statement below:)*

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. The [Managers/Dealers] 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. *(Amend as appropriate if there are other interests)*]

### **4. REASONS FOR THE OFFER, NET PROCEEDS AND TOTAL EXPENSES**

(i) Reasons for the offer/Use of Proceeds:

*[See 'Use of Proceeds' wording in Base Prospectus] [In case of social responsible investment (SRI) notes: specify the Issuer's socially responsible purpose] (If reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*

- (ii) Net proceeds ☐ (If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)
- (iii) Estimated total expenses: ☐ *[Include breakdown of expenses]*

*(NB: Delete unless the Notes are FX Linked Notes, Inflation Linked Notes, CMS Linked Notes or notes to which an Automatic Early Redemption provision applies where the trigger level is an exchange rate. In that case (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and, where such reasons are inserted in (i), the disclosure of net proceeds and total expense and breakdown of expenses and tax charged to Noteholders is also required in (ii) and (iii).*

## 5. *[Fixed Rate Notes only - YIELD]*

Indication of yield ☐ [Not Applicable]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

## 6. OPERATIONAL INFORMATION

ISIN: ☐

CUSIP: ☐ [Not Applicable]

CINS: ☐ [Not Applicable]

Common Code: ☐

Any other relevant code: ☐

CFI: ☐ *[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]*

FISN: ☐ *[See/[include code], as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]*

Any clearing system(s) other than DTC, Euroclear Bank SA/NV/ and Clearstream Banking, S.A. and the relevant Identification numbers: ☐ [Not Applicable][Applicable] *(if applicable give name(s), addresses and relevant identification number(s))*

Delivery: ☐ Delivery [against/free of] payment

Paying Agent(s):	<p>[Principal Paying Agent][Non-U.S. Paying Agent]</p> <p><i>(Only the option Non-U.S. Paying Agent will apply if the Tranche of Notes is in bearer form).</i></p>
Name, address and contact details of Calculation Agent:	<p>[Principal Paying Agent][Non-U.S. Paying Agent][Issuer][<i>name Calculation Agent</i>] <i>(if not the Principal Paying Agent, Issuer or the Non-U.S. Paying Agent include the name, address and contact details)</i></p>
[Intended to be held in a manner which would allow Eurosystem eligibility:	<p>[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 registered in the name of a nominee of one of the ICSDs acting as common safekeeper)] <i>[include this text for registered notes]</i> and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/</p> <p>[No. Whilst the designation is specified as ‘no’ at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper [(and registered in the name of a nominee of one of the ICSDs acting as common safekeeper) <i>[include this text for registered notes]</i>. Note that this does not necessarily mean that the Notes will then be recognized as eligible collateral for Eurosystem monetary policy and intra- day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]]</p>
For the purpose of Condition 14, notices to be published in the Financial Times:	[Yes][No]
<b>7. DISTRIBUTION</b>	
(i) Method of distribution:	[Syndicated/Non-syndicated]
(ii) If syndicated:	<p>[Not Applicable][Applicable] <i>(If applicable give names, addresses and underwriting commitments) (Where not all of the issue is underwritten, a statement of the portion not covered.)</i></p>
(A) Names and addresses of Managers and underwriting commitments/quotas:	[Not Applicable/ <i>give names, addresses and underwriting commitments</i> ]

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a 'best efforts' basis if such entities are not the same as the Managers.)*

(B) Date of [Subscription/Syndication] Agreement:

[ ]

(C) Stabilizing Manager(s) (if any):

[Not Applicable][Applicable] *(if applicable give name and a description of the main terms of Stabilization Agreement with respect to stabilization of FX Linked Notes, Inflation Linked Notes, CMS Linked Notes or notes to which Automatic Early Redemption provisions are applicable and where the trigger level is an exchange rate)*<sup>13</sup>

(iii) If non-syndicated, name and address of Dealer:

[Not Applicable/give name and address]

(iv) Eligibility:

[Rule 144A only][Reg. S only][Rule 144A and Reg. S]

(v) U.S. Selling Restrictions:

[Reg. S Compliance Category 2][TEFRA D][TEFRA C][TEFRA not applicable<sup>14</sup>]

(vi) Offer Period:

*(only applicable to FX Linked Notes, Inflation Linked Notes, CMS Linked Notes and notes to which an Automatic Early Redemption provision applies where the trigger level is an exchange rate)*

[The Aggregate Nominal Amount of the Notes to be issued and allotted will be announced by the Issuer at [ ] hours ([ ] time) on [ ] or such earlier or later date or time as the Issuer may determine and will be announced in [ ].]

[The Issuer reserves the right to withdraw the offer of the Notes until [ ] at the latest. Such withdrawal will be announced in the aforementioned publication(s)]

[The Issuer reserves the right to increase or reduce the aggregate principal amount of the Notes to be issued. Such increase or reduction will be announced in the aforementioned publication(s)]

[[No]/[D/d]ealing in the Notes will be possible before the aggregate principal amount of the Notes is announced as set out above.]

[Not Applicable]

<sup>13</sup> Any stabilization activity in connection with the Notes listed or to be listed on Euronext in Amsterdam will be conducted (on behalf of the Stabilizing Manager) by a member of Euronext in Amsterdam.

<sup>14</sup> 'TEFRA not applicable' may only be used for Registered Notes or for Bearer Notes with a term of one year or less (including unilateral rights to roll over or extend).



- (vii) Reduction of subscriptions: *(only applicable to FX Linked Notes, Inflation Linked Notes, CMS Linked Notes and notes to which an Automatic Early Redemption provision applies where the trigger level is an exchange rate)*
- [[Not Applicable, the terms of the offer do not provide for any reductions of subscriptions] [Give details]]
- (viii) Maximum and minimum subscription amount: *(only applicable to FX Linked Notes, Inflation Linked Notes, CMS Linked Notes and notes to which an Automatic Early Redemption provision applies where the trigger level is an exchange rate)*
- [[ ] and [ ]]. *(Give details in aggregate investment amount or number of securities)*
- [Not Applicable]
- (ix) Names of Financial Intermediaries: [Not Applicable][Applicable] *(if applicable give name and address)*

#### **8. [Floating Rate Notes and CMS Linked Notes only - HISTORIC INTEREST RATES]**

[Not Applicable]

Details of historic and future [LIBOR][EURIBOR][CMS] rates can be obtained from *[indicate the relevant Reuters ISDAFIX1 page]*

*(Need to include details of where past and future performance and volatility of the relevant rates can be obtained if not clear from the relevant Reuters ISDAFIX1 page)*

The Issuer *[intends to provide post-issuance information [specify what information will be reported and where it can be obtained]]* *[does not intend to provide post-issuance information]]*

#### **9. [Inflation Linked Notes only - Performance of index, explanation of effect on value of investment and associated risks and other information concerning the underlying]**

[Not Applicable]

Details of the past and future performance and volatility of the Inflation Index can be obtained from [http://www.insee.fr/en/themes/theme.asp?theme=17&sous\\_theme=1&nivgeo=0&type=2/](http://www.insee.fr/en/themes/theme.asp?theme=17&sous_theme=1&nivgeo=0&type=2/)

<http://epp.eurostat.ec.europa.eu/tgm/refreshTableAction.do?tab=table&plugin=0&pcode=teicp000&language=en>].

The Issuer *[intends to provide post-issuance information [specify what information will be reported and where it can be obtained]]* *[does not intend to provide post-issuance information]]*

#### **10. [Dual Currency Notes, FX Linked Notes and notes to which Automatic Early Redemption provisions applies where the trigger level is an exchange rate only - Performance of rate[s] of exchange and explanation of effect on value of investment]**

[Not Applicable]

*[Need to include details of where past and future performance and volatility of the relevant rates can be obtained.]*

*(In case of Fixed Rate Notes, delete paragraphs 8. 9. and 10. above)*

The Issuer [intends to provide post-issuance information [*specify what information will be reported and where it can be obtained*]] [does not intend to provide post-issuance information].

## 11. TERMS AND CONDITIONS OF THE OFFER

*(only applicable to FX Linked Notes, Inflation Linked Notes, CMS Linked Notes and notes to which an Automatic Early Redemption provision applies where the trigger level is an exchange rate)*

[Conditions to which the offer is subject:] [Not Applicable][Applicable (*Give details*)]

[Description of the application process:] [Not Applicable][Applicable (*Give details*)]

[Details of the method and time limits for paying up and delivering the Notes:] [Not Applicable][Applicable (*Give details*)]

[Categories of potential investors to which the Notes are offered and whether Tranche(s) have been reserved for certain countries:] [Not Applicable][Applicable (*Give details*)]

[Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:] [None][Applicable (*Give details*)]

Statement on benchmark[s]:

[[*specify benchmark*] is provided by [*administrator legal name*]][*repeat as necessary*]. As at the date hereof, [[*administrator legal name*]][appears]/[does not appear] [*repeat as necessary*] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. [As far as the Issuer is aware, [*specify benchmark(s)*] [does/do] not fall within the scope of the Benchmark Regulation by virtue of Article 2 of that regulation] [the transitional provisions in Article 51 of the Benchmark Regulation apply], such that [*legal name of administrator(s)*] [is/are] not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).][Not Applicable]

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of Notes to be issued by the Issuer which will be incorporated by reference into each Global Note and which will be endorsed on (or, if permitted by the relevant stock exchange or other relevant authority and agreed between the Issuer and the relevant Dealer, incorporated by reference into) each Definitive Bearer Note in the standard euromarket form and each Individual Note Certificate. The applicable Final Terms will be endorsed on, incorporated by reference into, or attached to, each Global Note and definitive Note in the standard euromarket form and each Individual Note Certificate. All capitalized terms that are not defined in these Terms and Conditions will have the meaning given to them in the applicable Final Terms. Reference should be made to 'Form of the Notes' above for a description of the content of Final Terms which includes the definition of certain terms used in the following Terms and Conditions.*

This Note is one of a series of Notes issued by Nederlandse Waterschapsbank N.V. (the '**Issuer**') pursuant to an Agency Agreement (as defined below). References herein to the '**Notes**' shall be references to the Notes of this Series (as defined below) and shall mean:

1. in relation to any Notes represented by a Global Note, units of the lowest Specified Denomination in the Specified Currency;
2. definitive Notes in bearer form issued in exchange (or part exchange) for a Global Note in bearer form;
3. definitive Notes in registered form (whether or not issued in exchange for a Global Note in registered form); and
4. any Global Note.

Unless the Non-U.S. Agency Agreement (as defined below) is specified in the applicable Final Terms as 'applicable', the Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement dated 30 April 2020 (as further amended and/or supplemented and/or restated from time to time, the '**Principal Agency Agreement**') made between the Issuer and Citibank N.A. as issuing and principal paying agent and agent bank (the '**Principal Paying Agent**', which expression shall include any successor agent) and the other paying agents named therein (together with the Principal Paying Agent, the '**Paying Agents**', which expression shall include any additional or successor paying agents), Citibank N.A. as exchange agent (the '**Exchange Agent**', which expression shall include any successor exchange agent and Citibank, N.A. as registrar (the '**Registrar**', which expression shall include any successor registrar) and transfer agent and the other transfer agents named therein (together with the Registrar, the '**Transfer Agents**', which expression shall include any additional or successor transfer agents).

Any Tranche of Notes and the Receipts (as defined below) and Coupons (as defined below) offered and sold by the Issuer and/or the Dealers in bearer form outside the United States to non-U.S. persons in reliance on Regulation S, and if so specified in the applicable Final Terms, have the benefit of an amended and restated agency agreement dated 30 April 2020 entered into between the Issuer and Banque Internationale à Luxembourg (as further amended and/or supplemented and/or restated from time to time, the '**Non-U.S. Agency Agreement**'). If the Non-U.S. Paying Agent is specified in the Final Terms in connection with an issue of a Tranche of Notes in bearer form that is offered and sold by the Issuer and/or Dealers outside the United States to non-U.S. persons in reliance on Regulation S, all references in the Terms and Conditions of the Notes and the Base Prospectus to the Principal Paying Agent shall, so far as the context permits, be construed as references to the Non-U.S. Paying Agent.

In these Terms and Conditions the term '**Agency Agreement**' shall, in so far as the context permits, refer to any Principal Agency Agreement or Non-U.S. Agency Agreement.

Interest bearing Bearer Notes in definitive form ('**Definitive Bearer Notes**') in the standard euromarket form (unless otherwise specified in the applicable Final Terms) have interest coupons ('**Coupons**') and, if specified in the applicable Final Terms, talons for further Coupons ('**Talons**') attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Definitive Bearer Notes in the standard euromarket form repayable in installments have receipts ('**Receipts**') for the payment of the installments of principal (other than the final installment) attached on issue. Registered Notes and Global Notes do not have Receipts, Coupons or Talons attached on issue.

Any reference herein to ‘**Noteholders**’ or ‘**holders**’ in relation to any Notes shall mean (in the case of Bearer Notes) the holders of the Notes and (in the case of Registered Notes) the persons in whose name the Notes are registered, and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to ‘**Receiptholders**’ shall mean the holders of the Receipts and any reference herein to ‘**Couponholders**’ shall mean the holders of the Coupons, and shall, unless the context otherwise requires, include the holders of the Talons.

The Final Terms for this Note are endorsed hereon or attached hereto or applicable hereto or incorporated by reference herein. References herein to the ‘applicable Final Terms’ are to the Final Terms for this Note.

As used herein, ‘**Tranche**’ means Notes which are identical in all respects (including as to listing) and ‘**Series**’ means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects (including as to listing) from the date on which such consolidation is expressed to take effect.

Copies of each Agency Agreement and the applicable Final Terms are available for inspection at the specified offices of each of the Principal Paying Agent and the other Paying Agents, the Exchange Agent and the Registrar and the other Transfer Agents (such agents and the Registrar being referred to together as the ‘**Agents**’) save that Final Terms relating to an unlisted Note will only be available for inspection by a Noteholder upon such Noteholder producing evidence as to identity satisfactory to the relevant Paying Agent. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms which are binding on them. The statements in the Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions used in the applicable Final Terms shall have the same meanings where used in the Terms and Conditions.

## General Definitions

In these Terms and Conditions the following expressions shall have the following meanings.

<b>Adjustment Spread</b>	has the meaning specified in Condition 5.2(f).
<b>Aggregate Interest Amount</b>	means the amount specified as such in the applicable Final Terms as calculated in accordance with Condition 7.9.
<b>Alternative Currency</b>	has the meaning specified in Condition 6.9.
<b>Amortized Face Amount</b>	has the meaning specified in Condition 7.5(b).
<b>Applicable Maturity</b>	has the meaning specified in Condition 5.2(i).
<b>Automatic Early Redemption Amount</b>	has the meaning specified in Condition 7.9.
<b>Automatic Early Redemption Event</b>	has the meaning specified in Condition 7.9.
<b>Automatic Early Redemption Observation Level</b>	has the meaning specified in Condition 7.9.
<b>Automatic Early Redemption Observation Period</b>	has the meaning specified in Condition 7.9.
<b>Automatic Early Redemption Trigger Level</b>	has the meaning specified in Condition 7.9.
<b>Base Level</b>	has the meaning specified in Condition 5.2(e).
<b>Bearer Global Note</b>	a Permanent Bearer Global Note or a Temporary Bearer Global Note.
<b>Bearer Notes</b>	Notes issued in bearer form.

<b>Benchmark Event</b>	has the meaning specified in Condition 5.2(f).
<b>Broken Amount</b>	the amount specified as such in the applicable Final Terms.
<b>Business Day</b>	<p>a day which is both:</p> <p>(a) a day on which (1) the TARGET2 System is open and (2) commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and in any additional Business Centre specified in the applicable Final Terms; and</p> <p>(b) in relation to any sum payable in a Specified Currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than London or any additional Business Centre).</p>
<b>Business Centre</b>	means the city or cities specified as such in the applicable Final Terms.
<b>Business Day Convention</b>	the Fixed Rate Convention, Floating Rate Convention, Following Business Day Convention, Modified Following Business Day Convention or the Preceding Business Day Convention as specified in the applicable Final Terms.
<b>Calculation Agent</b>	the Principal Paying Agent, Non-U.S. Paying Agent or the Issuer as specified in the applicable Final Terms, or, if different, the entity as specified in the applicable Final Terms. All determinations and calculations made by the Calculation Agent shall be made by it in its sole discretion and in good faith, acting reasonably and on an arms-length basis. All such determinations and calculations so made shall be final and binding (save in the case of manifest error) on all parties. The Calculation Agent shall have no liability or responsibility to any person in relation to the determinations or calculations provided in connection herewith, except in the case of wilful default or bad faith.
<b>Calculation Amount</b>	if there (i) is only one Specified Denomination, the Specified Denomination of the relevant Notes, or (ii) are several Specified Denominations, the highest common factor of those Specified Denominations as specified in the applicable Final Terms.
<b>Clearstream, Luxembourg</b>	Clearstream Banking, S.A.
<b>CMS Linked Note</b>	any note to which the CMS Linked Interest Basis applies as specified in the applicable Final Terms.
<b>CMS Linked Rate of Interest</b>	has the meaning specified in Condition 5.2(d).
<b>CMS Rate1</b>	has the meaning specified in Condition 5.2(d).
<b>CMS Rate2</b>	has the meaning specified in Condition 5.2(d).
<b>CPI Monthly Reference Index</b>	means the definitive consumer price index, excluding tobacco, for all households in metropolitan France, as calculated and

published by the INSEE, as such index may be adjusted or replaced from time to time in accordance with these Terms and Conditions.<sup>15</sup>

**Day Count Fraction**

in respect of the calculation of an amount of interest for any Interest Period: any day count fraction specified as such in the applicable Final Terms calculated in accordance with the method set out in Condition 5.1 or 5.2 as applicable.

**Designated Reference**

has the meaning specified in Condition 5.2(b).

**Determination Period**

means the period from (and including) an Interest Determination Date to (but excluding) the next Interest Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not an Interest Determination Date, the period commencing on the first Interest Determination Date prior to, and ending on the first Interest Determination Date falling after, such date).

**Distribution Compliance Period**

the period that ends 40-days after the completion of the distribution of each Tranche of Notes, as certified by the relevant Dealer(s) (in the case of a non-syndicated issue) or the relevant Lead Manager (in the case of a syndicated issue).

**DTC**

The Depository Trust Company.

**Dual Currency Note**

a Note in respect of which payments of interest and/or principal may be made in a currency other than the Specified Currency. The applicable Final Terms will specify whether a Tranche constitutes Dual Currency Notes or not.

**Early Redemption Amount**

(i) an amount equal to the paid up nominal amount of each Note on the date of redemption, adjusted, if so specified in the applicable Final Terms, to account for Early Redemption Unwind Costs together with accrued interest, if so specified in the applicable Final Terms, or (ii) an amount calculated in accordance with Condition 7.5.

**Early Redemption Unwind Costs**

the amount specified as such in the applicable Final Terms or, if Standard Early Redemption Unwind Costs are specified in the applicable Final Terms, an amount determined by the Calculation Agent in its sole and absolute discretion equal to the sum of (without duplication) all costs, expenses (including loss of funding), tax and duties incurred by the Issuer in connection with the redemption of the Notes and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned pro rata amongst each nominal amount of Notes in the Specified Denomination.

**Established Rate**

the rate for conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Community regulations) into Euro established by the Council of the European Union pursuant to Article 123 of the Treaty.

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<sup>15</sup> Details of the CPI Monthly Reference Index can be obtained from:  
[http://www.insee.fr/en/themes/theme.asp?theme=17&sous\\_theme=1&nivgeo=0&type=2](http://www.insee.fr/en/themes/theme.asp?theme=17&sous_theme=1&nivgeo=0&type=2).

<b>EURIBOR</b>	the Euro-zone inter-bank offered rate.
<b>EURIBOR Rate</b>	has the meaning specified in Condition 5.2(b).
<b>euro, Euro or EUR</b>	the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty on the functioning of the European Union, as amended from time to time, and as defined in article 2 of Council Regulation (EC) no.974/98 of 3 May 1998 on the introduction of the euro as amended from time to time.
<b>Euroclear</b>	Euroclear Bank SA/NV
<b>Eurosystem</b>	the central banking system for the euro.
<b>Event of Default</b>	has the meaning specified in Condition 10.
<b>Exchange Notice</b>	has the meaning specified in Condition 4(d).
<b>Final FX Linked Redemption Amount</b>	means the amount calculated in accordance with Condition 7.8.
<b>Final Redemption Amount</b>	an amount specified as such in the applicable Final Terms unless Condition 7.8 applies in which case the Final FX Linked Redemption Amount will be the final redemption amount.
<b>Fixed Coupon Amount</b>	has the meaning specified in Condition 5.1.
<b>Final Redemption Determination Date</b>	has the meaning specified in Condition 7.8.
<b>Financial Centre</b>	any financial centre, specified as such, in the applicable Final Terms.
<b>Fixed Interest Period</b>	the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.
<b>Fixed Rate Convention</b>	has the meaning specified in Condition 5.1(A).
<b>Fixed Rate of Interest</b>	any fixed rate of interest specified as such in the applicable Final Terms.
<b>Fixed Rate Note</b>	any Note to which a Fixed Rate of Interest applies as specified in the applicable Final Terms.
<b>Floating Rate</b>	any floating interest rate specified as such in the applicable Final Terms.
<b>Floating Rate Convention</b>	has the meaning specified in Condition 5.2(a)(A).
<b>Floating Rate of Interest</b>	has the meaning specified in Condition 5.2(b).
<b>Floating Rate Note</b>	any Note to which a Floating Rate applies as specified in the applicable Final Terms.
<b>Following Business Day Convention</b>	with respect to Fixed Rate Notes has the meaning specified in Condition 5.1(B) and with respect to Floating Rate Notes has the meaning specified in Condition 5.2(a)(B).
<b>FX Linked Notes</b>	the FX Linked Interest Notes and FX Linked Redemption Notes.

<b>FX Linked Interest Note</b>	any Note to which FX Linked Interest Basis applies as specified in the applicable Final Terms.
<b>FX Linked Redemption Note</b>	any Note to which the Final FX Linked Redemption Amount applies as specified in the applicable Final Terms.
<b>FX Rate of Interest</b>	has the meaning specified in Condition 5.2(c).
<b>Global Note</b>	a Registered Global Note together with a Bearer Global Note.
<b>HICP Index</b>	means the European Harmonized Index of Consumer Prices, excluding Tobacco published by EUROSTAT on a monthly basis as shown on Bloomberg page CPTFEMU <Index> (non-revised numbers). <sup>16</sup>
<b>Index Sponsor</b>	has the meaning specified in Condition 5.2(e).
<b>Individual Note Certificates</b>	Registered Notes in definitive form.
<b>Inflation Index</b>	either (i) the HICP Index or (ii) the CPI Monthly Reference Index as specified in the applicable Final Terms.
<b>Inflation Index Cancellation</b>	has the meaning specified in Condition 5.2(e).
<b>Inflation Linked Note</b>	any Note to which the Inflation Linked Rate of Interest applies as specified in the applicable Final Terms.
<b>Inflation Linked Rate of Interest</b>	has the meaning specified in Condition 5.2(e).
<b>INSEE</b>	Institut National de la Statistique et des Etudes Economiques.
<b>Installment Amount</b>	has the meaning specified in Condition 7.6.
<b>Installment Date(s)</b>	has the meaning specified in Condition 7.6.
<b>Installment Note</b>	any Note that may be repayable in two or more installments as specified in the applicable Final Terms.
<b>Interest Amount</b>	has the meaning specified in Condition 5.2(g).
<b>Interest Commencement Date</b>	the Issue Date unless otherwise specified in the applicable Final Terms.
<b>Interest Determination Date</b>	means the applicable interest determination date as specified in the applicable Final Terms.
<b>Interest Payment Date(s)</b>	with respect to Fixed Rate Notes has the meaning specified in Condition 5.1(i) and with respect to Floating Rate Notes has the meaning specified in Condition 5.2(a)(i).
<b>Interest Period</b>	has the meaning specified in Condition 5.2(a).
<b>Investor Put Option</b>	has the meaning specified in Condition 7.4.
<b>ISDA Determination</b>	the method for determining the interest rate of Floating Rate Notes as specified in Condition 5.2(b)(i).

<sup>16</sup> <http://epp.eurostat.ec.europa.eu/tgm/refreshTableAction.do?tab=table&plugin=0&pcode=teicp000&language=en>.



<b>Issue Date</b>	the issue date specified as such in the applicable Final Terms.
<b>Issue Price</b>	the issue price of the Notes specified as such in the applicable Final Terms.
<b>Issuer</b>	Nederlandse Waterschapsbank N.V.
<b>Issuer Call Option</b>	has the meaning specified in Condition 7.3.
<b>Latest Level</b>	has the meaning specified in Condition 5.2(e).
<b>Legend</b>	a legend specifying certain restrictions on transfer.
<b>Legended Note</b>	Registered Notes (whether represented by a Rule 144A Global Note or any restricted Individual Note Certificate) sold in private transactions to QIBs in accordance with the requirements of Rule 144A which bear a Legend.
<b>LIBOR</b>	the London inter-bank offered rate.
<b>LIBOR Rate</b>	has the meaning specified in Condition 5.2(b).
<b>Linear Interpolation</b>	the method for determining the interest rate on Floating Rate Notes as specified in Condition 5.2(i).
<b>Long Maturity Note</b>	has the meaning specified in Condition 6.3.
<b>Manifest Error Cut-off Date</b>	has the meaning specified in Condition 5.2(e).
<b>Margin</b>	the margin applicable to the Notes specified as such in the applicable Final Terms.
<b>Maturity Date</b>	the date of maturity of the Notes as specified in the applicable Final Terms.
<b>Maximum Rate of Interest</b>	the maximum rate of interest specified as such in the applicable Final Terms.
<b>Maximum Redemption Amount</b>	the maximum redemption amount specified as such in the applicable Final Terms.
<b>Minimum Rate of Interest</b>	the minimum rate of interest specified as such in the applicable Final Terms or if no such rate is stated the Minimum Rate of Interest shall be deemed zero.
<b>Minimum Redemption Amount</b>	the minimum redemption amount specified as such in the applicable Final Terms.
<b>Modified Following Business Day Convention</b>	with respect to Fixed Rate Notes has the meaning specified in Condition 5.1(C) and with respect to Floating Rate Notes has the meaning specified in Condition 5.2(a)(C).
<b>Multiplier1/Multiplier2/Multiplier3/ Multiplier4</b>	the multiple or fraction specified as such in the applicable Final Terms. The value of the multiple or fraction may be lower than, equal to or higher than 1 (one) or 100% but not lower than or equal to 0 (zero) or 0%. If the multiplier is 1 (one) or 100% there will effectively be no multiplying effect.

<b>Notice Period</b>	means the applicable Notice Period specified in the applicable Final Terms within which the Issuer must notify Noteholders of an event in accordance with the relevant Conditions.
<b>Optional Redemption Amount</b>	an amount specified as such in the applicable Final Terms, and if no such amount is specified, the nominal amount of such Note.
<b>Optional Redemption Date(s)</b>	if specified as applicable in the applicable Final Terms, the date(s) designated and notified by the Issuer to the Noteholders (in the event an Issuer Call Option is applicable) or by the Noteholders to the Issuer (in the event an Investor Put Option is declared applicable).
<b>Original Currency</b>	has the meaning specified in Condition 6.9.
<b>Original Reference Rate</b>	has the meaning specified in Condition 5.2(f).
<b>Partly Paid Note</b>	any Note where the issue price is payable in more than one installment as specified in the applicable Final Terms.
<b>Part Payment Amount</b>	means the amount specified as such in the applicable Final Terms.
<b>Part Payment Date</b>	means the date specified as such in the applicable Final Terms.
<b>Payment Day</b>	has the meaning specified in Condition 6.7.
<b>Period of Cessation of Publication</b>	has the meaning specified in Condition 5.2(e).
<b>Permanent Bearer Global Note</b>	a permanent bearer global Note.
<b>Preceding Business Day Convention</b>	with respect to Fixed Rate Notes has the meaning specified in Condition 5.1(D) and with respect to Floating Rate Notes has the meaning specified in Condition 5.2(a)(D).
<b>Put Notice</b>	has the meaning specified in Condition 7.4.
<b>QIB</b>	a qualified institutional buyer within the meaning of Rule 144A.
<b>Rate Determination Agent</b>	has the meaning specified in Condition 5.2(f).
<b>Rate of Exchange</b>	means the exchange rate specified as such in the applicable Final Terms.
<b>Rate(s) of Interest</b>	either the Fixed Rate of Interest, Floating Rate of Interest, FX Rate of Interest, Inflation Linked Rate of Interest or CMS Linked Rate of Interest as specified in the applicable Final Terms.
<b>Rebased Index</b>	has the meaning specified in Condition 5.2(e).
<b>Record Date</b>	has the meaning specified in Condition 6.5.
<b>Redeemed Notes</b>	has the meaning specified in Condition 7.3.
<b>Redenomination Date</b>	in the case of interest bearing notes, any date for payment of interest under the Notes or, in the case of Zero Coupon Notes, any date, in each case specified by the Issuer in the notice given to the Noteholders pursuant to paragraph (a) of Condition 4 and which falls on or after the date on which the country of the Specified

	Currency first participates in the third stage of European economic and monetary union.
<b>Reference Banks</b>	has the meaning specified in Condition 5.2(b).
<b>Reference Level</b>	has the meaning specified in Condition 5.2(e).
<b>Reference Month</b>	has the meaning specified in Condition 5.2(e).
<b>Reference Price</b>	the reference price specified as such in the applicable Final Terms.
<b>Reference Rate</b>	the rate specified as such in the applicable Final Terms being either EURIBOR or LIBOR.
<b>Register</b>	has the meaning specified in Condition 6.5.
<b>Registered Global Note</b>	a Rule 144A Global Note together with a Regulation S Global Note.
<b>Registered Notes</b>	Notes issued in registered form.
<b>Regulation S</b>	Regulation S under the Securities Act.
<b>Regulation S Global Note</b>	a Registered Global Note representing Notes initially sold outside the United States to non-U.S. persons in reliance on Regulation S.
<b>Relevant Date</b>	has the meaning specified in Condition 8.
<b>Relevant Level</b>	has the meaning specified in Condition 5.2(e).
<b>Relevant Screen Page</b>	such page, section, caption or column or other part of a particular information service as may be specified in the applicable Final Terms.
<b>Replacement Reference Rate</b>	has the meaning specified in Condition 5.2(f).
<b>Rule 144</b>	Rule 144 under the Securities Act.
<b>Rule 144A</b>	Rule 144A under the Securities Act.
<b>Rule 144A Global Note</b>	a Registered Global Note representing Notes initially sold to U.S. persons and in the United States to persons that are QIBs.
<b>Screen Rate Determination</b>	the method for determining the interest rate of Floating Rate Notes as specified in Condition 5.2(b)(ii).
<b>Securities Act</b>	the United States Securities Act of 1933, as amended.
<b>Selection Date</b>	has the meaning specified in Condition 7.3.
<b>Specified Currency</b>	the currency of the Notes specified as such in the applicable Final Terms.
<b>Specified Denomination</b>	the denomination of the Notes specified as such in the applicable Final Terms.

<b>Specified Interest Payment Date</b>	the interest payment date specified as such in the applicable Final Terms.
<b>Specified Interest Period(s)</b>	with respect to Fixed Rate Notes has the meaning specified in Condition 5.1(ii) and with respect to Floating Rate Notes has the meaning specified in Condition 5.2(a)(ii).
<b>Specified Payment Date</b>	is the date specified in the applicable Final Terms as such.
<b>Specified Time</b>	has the meaning specified in Condition 5.2(b).
<b>Substitute Index Level</b>	has the meaning specified in Condition 5.2(e).
<b>sub-unit</b>	with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.
<b>Successor Index</b>	has the meaning specified in Condition 5.2(e).
<b>TARGET2 System</b>	the Trans-European Automated Real-Time Gross Settlement Express Transfer system, launched on 19 November 2007, which utilizes a single shared platform.
<b>Target Redemption Amount</b>	the amount specified as such in the applicable Final Terms.
<b>Temporary Bearer Global Note</b>	a temporary bearer global Note.
<b>Transfer Certificate</b>	has the meaning specified in Condition 2.5.
<b>Treaty</b>	the Treaty establishing the European Community, as amended.
<b>U.S.</b>	the United States.
<b>Zero Coupon Notes</b>	Notes during the term of which no interest shall become due and payable. The applicable Final Terms will specify whether the Tranche constitutes Zero Coupon Notes or not.

## 1. FORM, DENOMINATION AND TITLE

The Notes may be issued in the form of Bearer Notes or in the form of Registered Notes as specified in the applicable Final Terms and, in the case of definitive Notes, serially numbered, in the Specified Currency, the Specified Denomination(s) and the Specified Form(s) save that in the case of any Notes the minimum Specified Denomination shall be €100,000 (or its equivalent in any other currency as at the date of issue of the Notes). Bearer Notes may not be exchanged for Registered Notes and *vice versa*. No single Series or Tranche may comprise both Bearer Notes and Registered Notes.

Each Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an FX Linked Interest Note, an Inflation Linked Note or a CMS Linked Note, depending on the Interest Basis specified in the applicable Final Terms.

Each Note may be an FX Linked Redemption Note, an Installment Note, a Dual Currency Note or a Partly Paid Note, depending on the Redemption/Payment Basis specified in the applicable Final Terms.

Definitive Bearer Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

Subject as set out below, title to the Bearer Notes, Receipts and Coupons will pass by delivery and title to the Registered Notes will pass upon registration of transfers in accordance with the provisions of the Agency Agreement. The following information in this paragraph summarizes the most relevant provisions of the Agency Agreement with regard to this matter. The Registered Notes to be transferred must be delivered for registration to the specified office

of the Registrar with the form of transfer endorsed on them duly completed and executed and must be accompanied by such documents, evidence and information (including, but not limited to, a transfer certificate as provided in the Agency Agreement) as may be required pursuant to these Terms and Conditions and such other evidence as the Issuer may reasonably require to prove the title of the transferor or his right to transfer the Registered Notes.

Except as required by law, the Issuer, the Principal Paying Agent and any other Paying Agent will treat the bearer of any Bearer Note, Receipt or Coupon and the registered holder of any Registered Note 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 Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular principal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of Notes 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 any Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant Bearer Global Note or the registered holder of the relevant Registered Global Note shall be treated by the Issuer and any Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant Global Note (and the expressions ‘**Noteholder**’ and ‘**holder of Notes**’ and related expressions shall be construed accordingly).

For so long as DTC or its nominee is the registered owner or holder of a Registered Global Note, DTC or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Registered Global Note for all purposes under the Agency Agreement and the Notes except to the extent that in accordance with DTC’s published rules and procedures any ownership rights may be exercised by its participants or beneficial owners through participants.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of DTC, Euroclear, and/or Clearstream, Luxembourg, as the case may be.

References to DTC, Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

## **2. TRANSFERS OF REGISTERED NOTES**

### **2.1 Transfers of interests in Registered Global Notes**

Transfers of beneficial interests in Registered Global Notes will be effected by DTC, Euroclear, and/or Clearstream, Luxembourg, as the case may be, and, in turn, by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of transferors and transferees of such interests. A beneficial interest in a Registered Global Note will, subject to compliance with all applicable legal and regulatory restrictions, be exchangeable for Individual Note Certificates or for a beneficial interest in another Registered Global Note only in the Specified Denominations set out in the applicable Final Terms and only in accordance with the rules and operating procedures for the time being of DTC, Euroclear, and/or Clearstream, Luxembourg, as the case may be, and in accordance with the terms and conditions specified in the Agency Agreement. The following information in this paragraph summarizes the most relevant provisions of the Agency Agreement with regard to this matter. For transfers of interests in a Registered Global Note for Individual Note Certificates, the Registered Notes to be transferred must be delivered for registration to the specified office of the Registrar with the form of transfer endorsed on them duly completed and executed and must be accompanied by such documents, evidence and information (including, but not limited to, a transfer certificate) as may be required pursuant to these Terms and Conditions and such other evidence as the Issuer may reasonably require to prove the title of the transferor or his right to transfer the Registered Notes. Transfers of a Registered Global Note registered in the name of a nominee for DTC shall be limited to transfers of such Registered Global Note, in whole but not in part, to another nominee of DTC or to a successor of DTC or such successor’s nominee.

## **2.2 Transfers of Individual Note Certificates**

Subject as provided in Conditions 2.5 and 2.6 below, upon the terms and subject to the conditions set forth in the Agency Agreement (as summarized in this paragraph), an Individual Note Certificate may be transferred in whole or in part (in the Specified Denominations set out in the applicable Final Terms). In order to effect any such transfer (a) the holder or holders must (i) surrender the Individual Note Certificate for registration of the transfer of the Registered Note (or the relevant part of the Registered Note) at the specified office of any Transfer Agent, with the form of transfer thereon duly executed by the holder or holders thereof or his or their attorney or attorneys duly authorized in writing and (ii) complete and deposit such other certifications as may be required by the relevant Transfer Agent and (b) the relevant Transfer Agent must, after due and careful enquiry, be satisfied with the documents of title and the identity of the person making the request. Any such transfer will be subject to such reasonable regulations as the Issuer and the Registrar may from time to time prescribe (the initial regulations being set out in Schedule 7 to the Agency Agreement). Subject as provided above, the relevant Transfer Agent will, within three business days (being for this purpose a day on which banks are open for business in the city where the specified office of the relevant Transfer Agent is located) of the request (or such longer period as may be required to comply with any applicable fiscal or other laws or regulations), authenticate and deliver, or procure the authentication and delivery of, at its specified office to the transferee or (at the risk of the transferee) send by uninsured mail, to such address as the transferee may request, a new Individual Note Certificate registered in the name of the transferee of a like aggregate nominal amount to the Individual Note Certificate (or the relevant part of the Individual Note Certificate) transferred. In the case of the transfer of part only of an Individual Note Certificate, a new Individual Note Certificate in respect of the balance of the Registered Note not transferred will be so authenticated and delivered or (at the risk of the transferor) sent to the transferor.

## **2.3 Registration of transfer upon partial redemption**

In the event of a partial redemption of Notes under Condition 7, the Issuer shall not be required to register the transfer of any Registered Note, or part of a Registered Note, called for partial redemption.

## **2.4 Costs of registration**

Noteholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration.

## **2.5 Transfers of interests in Regulation S Global Notes**

Prior to expiry of the applicable Distribution Compliance Period, transfers by the holder of, or of a beneficial interest in, a Regulation S Global Note to a transferee in the United States will only be made:

- (a) upon receipt by the Registrar of a written certification substantially in the form set out in the Agency Agreement, amended as appropriate (a **‘Transfer Certificate’**), copies of which are available from the specified office of any Transfer Agent, from the transferor of the Note or beneficial interest therein to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A; or
- (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States;

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

In the case of (a) above, such transferee may take delivery through an interest in the Rule 144A Global Note. After expiry of the applicable Distribution Compliance Period (A) beneficial interests in Regulation S Global Notes

registered in the name of a nominee for DTC may be held through DTC directly, by a participant in DTC, or indirectly through a participant in DTC and (B) such certification requirements will no longer apply to such transfers.

## **2.6 Transfers of interests in Legended Notes**

Transfers of Legended Notes or beneficial interests therein may be made:

- (a) to a transferee who takes delivery of such interest through a Regulation S Global Note, upon receipt by the Registrar of a duly completed Transfer Certificate from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) and that in the case of a Regulation S Global Note registered in the name of a nominee for DTC, if such transfer is being made prior to expiry of the applicable Distribution Compliance Period, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg; or
- (b) to a transferee who takes delivery of such interest through a Legended Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification; or
- (c) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States,

and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

## **3. STATUS OF THE NOTES AND NEGATIVE PLEDGE**

The Notes and the relative Receipts and Coupons constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law. So long as the Notes or any relative Receipts or Coupons remain outstanding the Issuer will not secure any present or future indebtedness (whether being principal, premium, interest or other amounts) represented by notes, bonds or other debt securities which are for the time being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market without securing the Notes equally and ratably except that the foregoing shall not apply to:

- (a) presently existing security which may be used to secure other obligations;
- (b) security arising by operation of law;
- (c) security to finance the purchase price of assets;
- (d) security for tax and other governmental levies which may be paid after their due date without penalty; or
- (e) repurchase agreements.

## **4. REDENOMINATION**

Where redenomination is specified in the applicable Final Terms, the Issuer may, without the consent of the Noteholders, the Receiptholders and the Couponholders, on giving prior notice to the Agent, Euroclear and/or Clearstream, Luxembourg and at least 30 days' prior notice to the Noteholders in accordance with Condition 14, elect that, with effect from the Redenomination Date specified in the notice, the Notes that are denominated in a currency

of a member state of the European Union shall be redenominated in Euro. Redenomination cannot be elected for Dual Currency Notes, FX Linked Notes, Inflation Linked Notes and CMS Linked Notes.

Subject to any applicable regulations, the election will have effect as follows:

- (a) the Notes and the Receipts shall be deemed to be redenominated into Euro with a nominal amount for each Note and Receipt equal to the nominal amount of that Note or Receipt in the Specified Currency, converted into Euro at the Established Rate, provided that, if the Issuer determines, with the agreement of the Agent, the market practice at that time in respect of the redenomination in Euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Noteholders, the stock exchange (if any) on which the Notes may be listed and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;
- (c) if Definitive Bearer Notes or Individual Note Certificates are required to be issued after the Redenomination Date, they shall be issued at the expense of the Issuer in denominations of €100,000 (as determined by the Issuer in consultation with the Agent) and or such other denominations (of at least €100,000) as the Agent shall determine and notify to the Noteholders;
- (d) if issued prior to the Redenomination Date, all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the '**Exchange Notice**') that replacement Euro-denominated Notes, Receipts and Coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes and Receipts so issued will also become void on that date although those Notes and Receipts will continue to constitute valid exchange obligations of the Issuer. New Euro-denominated Notes, Receipts and Coupons will be issued in exchange for Notes, Receipts and Coupons denominated in the Specified Currency in such manner as the Agent may specify in consultation with the Issuer where practicable and as shall be notified to the Noteholders in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (e) on or after the Redenomination Date, all payments in respect of the Notes, the Receipts and the Coupons, other than payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in Euro as though references in the Notes to the Specified Currency were to Euro. Payments will be made in Euro by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee;
- (f) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction as specified in the applicable Final Terms, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention; and
- (g) if the Notes are Floating Rate Notes, the Issuer may adjust the reference rate of the Notes to any of LIBOR or EURIBOR and, if required, any or all Interest Payment Dates as it deems necessary in accordance with the then pertaining market practice taking into account the redenomination and in order to preserve the economic equivalent of the obligations of the Issuer in respect of interest under such Notes.



## 5. INTEREST

### 5.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from and including the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) of Interest. Interest will be payable in arrear on either:

- (i) the Specified Interest Payment Date(s) (each an '**Interest Payment Date**') in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an '**Interest Payment Date**') which falls on the number of months or other period specified as the specified interest period in the applicable Final Terms (each a '**Specified Interest Period**') after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each '**Interest Period**' (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the '**Fixed Interest Period**' ending on (but excluding) such date will amount to the '**Fixed Coupon Amount**' (as specified in the applicable Final Terms). Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the '**Broken Amount**' so specified in the applicable Final Terms.

As used in these Terms and Conditions, Fixed Interest Period means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

If interest is required to be calculated for a period other than a Fixed Interest Period or if, in the case of Notes in definitive form, no applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, such interest shall be calculated by applying the Fixed Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are (i) represented by a Global Note or (ii) Registered Notes in definitive form, the aggregate outstanding principal amount of the (A) Fixed Rate Notes represented by such Global Note or (B) such Registered Notes (or, in each case, if they are Partly Paid Notes, the aggregate amount paid up); or
- (b) in the case of Fixed Rate Notes which are Bearer Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction. The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount, as applicable, to the aggregate outstanding nominal amount of Fixed Rate Notes which are Registered Notes in definitive form or the Calculation Amount in the case of Fixed Rate Notes which are Bearer Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

'**Day Count Fraction**' means, in respect of the calculation of an amount of interest in accordance with this Condition 5.1:

- (a) if '**Actual/Actual (ICMA)**' is specified in the applicable Final Terms:
  - i. in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the '**Accrual Period**') is equal to or shorter than the Determination Period during which the Accrual

Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

ii. in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

- (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Interest Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
- (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Interest Determination Dates that would occur in one calendar year;

- (b) if '**30/360**' is specified in the applicable Final Terms, the number of days in the period from and including the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to but excluding the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360.
- (c) if '**Actual/365 (Fixed)**' is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365.
- (d) if '**Actual/365 (Sterling)**' is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Interest Periods are specified in accordance with Condition (ii) above, the '**Fixed Rate Convention**', such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (q) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (z) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Interest Period after the preceding applicable Interest Payment Date occurred; or
- (B) the '**Following Business Day Convention**', such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the '**Modified Following Business Day Convention**', such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the '**Preceding Business Day Convention**', such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If '**Unadjusted**' is specified in the applicable Final Terms the number of days in each Interest Period shall be calculated, for the purposes of determining the Interest Amount(s) only, as if the Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

If '**Adjusted**' is specified in the applicable Final Terms the number of days in each Interest Period shall be calculated, for the purposes of determining the Interest Amount(s) only, as if the Interest Payment Date is subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

## 5.2 Interest on Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes and CMS Linked Notes

### (a) Interest Payment Dates

Each Floating Rate Note, FX Linked Interest Note, Inflation Linked Note and CMS Linked Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest payable in arrear on either:

- (i) the Specified Interest Payment Date(s) (each an '**Interest Payment Date**') in each year specified in the applicable Final Terms; or
- (ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an '**Interest Payment Date**') which falls on the number of months or other period specified as the specified interest period in the applicable Final Terms (each a '**Specified Interest Period**') after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each '**Interest Period**' (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (A) in any case where Specified Interest Periods are specified in accordance with Condition (ii) above, the '**Floating Rate Convention**', such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply mutatis mutandis or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (q) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (z) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Interest Period after the preceding applicable Interest Payment Date occurred; or
- (B) the '**Following Business Day Convention**', such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the '**Modified Following Business Day Convention**', such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the '**Preceding Business Day Convention**', such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

If '**Unadjusted**' is specified in the applicable Final Terms the number of days in each Interest Period shall be calculated, for the purposes of determining the Interest Amount(s) only, as if the Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

If '**Adjusted**' is specified in the applicable Final Terms the number of days in each Interest Period shall be calculated, for the purposes of determining the Interest Amount(s) only, as if the Interest Payment Date is subject to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

**(b) Rate of Interest for Floating Rate Notes**

The '**Floating Rate of Interest**' payable from time to time in respect of the Floating Rate Notes will be determined in the manner specified in the applicable Final Terms on the following basis:

**(i) ISDA Determination for Floating Rate Notes**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), '**ISDA Rate**' for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent or the Calculation Agent, as applicable, under an interest rate swap transaction if the Principal Paying Agent or the Calculation Agent, as applicable, were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the '**ISDA Definitions**') and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms; and
- (C) the relevant Reset Date is the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), '**Floating Rate**', '**Floating Rate Option**', '**Designated Maturity**' and '**Reset Date**' have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

**(ii) Screen Rate Determination for Floating Rate Notes**

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Floating Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (A) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (B) the arithmetic mean (rounded if necessary to the fifth decimal place), with 0.000005 being rounded upwards) of the offered quotations, (expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as specified in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Principal Paying Agent or the Calculation Agent, as applicable for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest pursuant to this subparagraph in the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such quotation appears or, in the case of (B) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph. The following summarizes the most relevant provisions of the Agency Agreement with regard to this matter. In such an event, the Principal Paying Agent shall request that each of the Reference Banks (as defined below) provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being

rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent.

The expression '**Reference Banks**' means, in the case of a determination of LIBOR, the principal London office of four major banks in the London inter-bank market and, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Principal Paying Agent in consultation with the Issuer or as specified in the applicable Final Terms.

The expression '**Specified Time**' means 11.00 a.m. (London time, in the case of a determination of LIBOR or Brussels time, in the case of a determination of EURIBOR).

Unless otherwise specified in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

#### **(c) Rate of Interest for FX Linked Interest Notes**

The Rate of Interest payable from time to time in respect of the FX Linked Interest Notes will be determined on the following basis:

$$\text{FX Rate of Interest} = \text{Multiplier1} \times (\text{Reference Price/FX Level1}) - \text{Margin1};$$

where:

'**Multiplier1**' shall mean the value specified in the applicable Final Terms;

'**Reference Price**' means, in relation to an Interest Determination Date, an amount equal to the arithmetic mean of the offered rate and bid rate of exchange appearing on the Relevant FX Screen Page at the Relevant Time on that Interest Determination Date for the exchange of such Specified Currency into the Base Currency (expressed as the number of units (or part units) of the Specified Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic average (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Specified Currency/Base Currency exchange rates (expressed as aforesaid) at the Relevant Time on such Interest Determination Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent);

'**Interest Determination Date**' has the meaning given in the applicable Final Terms;

'**Relevant FX Screen Page**' has the meaning given in the applicable Final Terms;

'**Relevant Time**' has the meaning given in the applicable Final Terms;

'**Base Currency**' has the meaning given in the applicable Final Terms;

'**Margin1**' has the meaning specified in the applicable Final Terms; and

'**FX Level1**' shall be an exchange rate level specified in the applicable Final Terms.

#### **(d) Rate of Interest for CMS Linked Notes**

The Rate of Interest payable from time to time in respect of the CMS Linked Notes will be determined on the following basis:

$$\text{CMS Linked Rate of Interest} = \text{Multiplier2} \times (\text{Multiplier3} \times \text{CMS Rate1} - \text{Multiplier4} \times \text{CMS Rate2}) + \text{Margin2}$$

where:

'**Multiplier2**' shall mean the value specified in the applicable Final Terms;

'**Multiplier3**' shall mean the value specified in the applicable Final Terms;

**‘Multiplier4’** shall mean the value specified in the applicable Final Terms;

**‘CMS Rate1’** shall mean, with respect to any Interest Determination Date relating to a CMS Linked Note, the rate for CMS swaps with a designated maturity for a specified number of years (as specified in the applicable Final Terms as Designated Maturity1) which appears on Reuters ISDAFIX1 Page (the ‘ISDAFIX1 Page’) as of 11:00 a.m., Brussels time, on the related Interest Determination Date; and

**‘CMS Rate2’** shall mean, with respect to any Interest Determination Date relating to a CMS Linked Note, the rate for Euro swaps with a designated maturity for a specified number of years (as specified in the applicable Final Terms as Designated Maturity2) which appears on Reuters ISDAFIX1 Page (the ‘ISDAFIX1 Page’) as of 11:00 a.m., Brussels time, on the related Interest Determination Date.

The following procedures will be used to determine the CMS Rate1 or the CMS Rate2 if such rate cannot be determined as described above:

(1) If the above rate is no longer displayed on the ISDAFIX1 Page, or if not displayed by 11:00 a.m., Brussels time, on the Interest Determination Date, then that rate will be the rate for CMS swaps, with the nearest maturity to the Designated Maturity1 with respect to the CMSRate1 or Designated Maturity2 with respect to CMSRate2 designated in the applicable Final Terms, which appears on the ISDAFIX1 Page as of 11:00 a.m., Brussels time on the Interest Determination Date.

(2) If the information set out under (1) is no longer displayed by 11:00 a.m. Brussels time on the Interest Determination Date, then the CMS Rate1 or CMS Rate2, as applicable, will be a percentage determined on the basis of the mid-market, annual swap rate quotations provided by five leading swap dealers in the Eurozone interbank market at approximately 11:00 a.m., Brussels time on the Interest Determination Date. For this purpose, the annual swap rate means the mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating CMS swap with a term equal to the maturity of the Designated Maturity1 with respect to the CMSRate1 or Designated Maturity2 with respect to CMSRate2 designated in the applicable Final Terms on that Interest Determination Date with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to the rate for deposits in Euro with a maturity of three months which appears on the EURIBOR001 page. The Calculation Agent will select the five swap dealers after consultation with the Issuer and will request the principal Eurozone office of each of those dealers to provide a quotation of its rate. If at least three quotations are provided, the CMS Rate1 or CMS Rate2 for that Interest Determination Date will be the arithmetic mean of the quotations, eliminating the highest and lowest quotations or, in the event of equality, one of the highest and one of the lowest quotations.

(3) If fewer than three leading swap dealers selected by the Calculation Agent are quoting as described above, CMS Rate1 or CMS Rate2 will remain the rate, as applicable, in effect on that Interest Determination Date or, if that Interest Determination Date is the first Interest Determination Date, CMS Rate1 or CMS Rate2 in effect on the Interest Commencement Date.

**‘Margin2’** has the meaning specified in the applicable Final Terms.

#### **(e) Rate of Interest for Inflation Linked Notes**

The Rate of Interest payable from time to time in respect of the Inflation Linked Notes will be determined on the following basis:

$$\text{Inflation Linked Rate of Interest} = \text{Margin3} + \text{Max}\left[\left\{\frac{\text{Inflation Index}_t - \text{Inflation Index}_{t-1}}{\text{Inflation Index}_{t-1}}\right\}, 0\right]$$

where:

**‘Margin3’** has the meaning specified in the applicable Final Terms;

**‘Inflation Index’** means one of the following as specified in the applicable Final Terms:

- (a) **‘CPI Monthly Reference Index’** which refers to the definitive consumer price index, excluding tobacco, for all households in metropolitan France, as calculated and published monthly by the INSEE, as such index may be adjusted or replaced from time to time as provided herein; or
- (b) **‘HICP Index’** which refers to the European Harmonized Index of Consumer Prices, excluding Tobacco published by EUROSTAT on a monthly basis as shown on Bloomberg page CPTFEMU <Index> (non-revised numbers);

**‘t’** means in respect of an Inflation Index the latest level of such Inflation Index (excluding any ‘flash’ estimates) published or announced by the relevant Index Sponsor for the Reference Month prior to the Interest Determination Date in respect of which the Interest Rate is being determined; and

**‘t-1’** means in respect of an Inflation Index the latest level of such Inflation Index (excluding any ‘flash’ estimates) published or announced by the relevant Index Sponsor for the Reference Month prior to the latest Interest Determination Date (or Interest Commencement Date if the interest is being calculated over first Interest Period after the Issue Date) occurring before the Interest Determination Date in respect of which the Interest Rate is being determined.

If the Calculation Agent determines, in respect of an Inflation Index and an Interest Determination Date, that the level of such Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Notes (a **‘Relevant Level’**) has not been published or announced by the relevant Interest Determination Date, the Calculation Agent shall determine the level of such Inflation Index for such Reference Month (a **‘Substitute Index Level’**) in place of such Relevant Level by using the following methodology:

$$\text{Substitute Index Level} = \text{Base Level} \times (\text{Latest Level} / \text{Reference Level})$$

The Issuer shall promptly give notice to the Noteholders in accordance with Condition 14 of any Substitute Index Level.

If a Relevant Level in respect of an Interest Determination Date is published or announced at any time after the relevant Interest Determination Date, such Relevant Level will not be used in any calculations. The Substitute Index Level determined pursuant to this Condition will be the definitive level for that Reference Month.

If the Calculation Agent determines that the level of an Inflation Index has not been published or announced for two consecutive months (the **‘Period of Cessation of Publication’**) and/or the relevant Index Sponsor announces that it will no longer continue to publish or announce such Inflation Index then the Calculation Agent shall determine a successor index (a **‘Successor Index’**) (in lieu of the relevant previously applicable Inflation Index) for the purposes of the Notes by using the following methodology:

(i) if no Inflation Index Cancellation (as defined below) has occurred and a notice has been given or an announcement has been made by the relevant Index Sponsor specifying that such Inflation Index will be superseded by a replacement index specified by the relevant Index Sponsor and the Calculation Agent determines that such replacement Inflation Index is calculated and announced using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Successor Index for such Inflation Index for the purposes of the Notes from the date that such Successor Index comes into effect; or

(ii) if no Inflation Index Cancellation (as defined below) has occurred and if a Successor Index is not determined pursuant to paragraph (i) above by the relevant Interest Determination Date, the Calculation Agent will determine an appropriate alternative index for the affected Interest Determination Date and such index will be deemed to be the Successor Index for such Inflation Index with respect to the affected Interest Determination Date.

If the Calculation Agent determines that there is no appropriate alternative index, there will be deemed to be no Successor Index for such Inflation Index (an **‘Inflation Index Cancellation’**) and, on giving notice to

Noteholders in accordance with Condition 14, the Issuer shall redeem all, but not some, of the Notes, each nominal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount together with, if so specified in the applicable Final Terms, accrued interest.

Notice of the determination of a Successor Index and the date from which such index becomes the Successor Index or any Inflation Index Cancellation will be given to Noteholders by the Issuer in accordance with Condition 14.

In relation to an Inflation Index, either (i) the first publication and announcement of a level of such Inflation Index for a Reference Month shall be final and conclusive and later revisions to the level for such Reference Month will not be used in any calculations (**‘No Revision’**) or (ii) the first publication or announcement of a level of such Inflation Index, or, if revised, any subsequent revisions of such level for a Reference Month shall be final and conclusive, provided that such revisions are published or announced up to and including the relevant Revision Cut-off Date (as defined below) (**‘Revision’**), as specified in the applicable Final Terms provided that if neither No Revision nor Revision is specified in the applicable Final Terms, No Revision shall be deemed to apply for such Inflation Index.

If, in respect of an Interest Determination Date and a Relevant Level in respect of such Interest Determination Date, the Calculation Agent determines that the relevant Index Sponsor has corrected such Relevant Level to remedy a manifest error in its original publication, prior to the earlier of thirty days following publication of such Relevant Level and the Manifest Error Cut-off Date for such Interest Determination Date the Calculation Agent may use such corrected Relevant Level to calculate any payments under the Notes in respect of such Interest Determination Date. Corrections published on or after the earlier of thirty days following publication of such Relevant Level and the Manifest Error Cut-off Date for such Interest Determination Date will be disregarded by the Calculation Agent for the purposes of determining any payments under the Notes.

If the Calculation Agent determines that an Inflation Index has been or will be rebased at any time, such Inflation Index as so rebased (the **‘Rebased Index’**) will be used for purposes of determining any Relevant Level in respect of such Inflation Index from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments to the levels of such Rebased Index so that such Rebased Index levels reflect the same rate of inflation as the relevant Inflation Index before it was rebased.

The following expressions have the following meanings in the context of Inflation Linked Notes only:

**‘Index Sponsor’** means in relation to an Inflation Index, the entity that publishes or announces (directly or through an agent) the level of such Inflation Index, as specified in the applicable Final Terms;

**‘Base Level’** means, in respect of an Inflation Index, the level of such Inflation Index (excluding any ‘flash’ estimates) published or announced by the relevant Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined;

**‘Latest Level’** means, in respect of an Inflation Index, the latest level of such Inflation Index (excluding any ‘flash’ estimates) published or announced by the relevant Index Sponsor prior to the month in respect of which the Substitute Index Level is being determined;

**‘Reference Level’** means, in respect of an Inflation Index, the level of such Inflation Index (excluding any ‘flash’ estimates) published or announced by the relevant Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in the definition of ‘Latest Level’ above;

**‘Manifest Error Cut-off Date’** means, in respect of an Interest Determination Date, two Business Days prior to such Interest Determination Date;

**‘Reference Month’** means, in respect of an Inflation Index, the calendar month for which the level of such Inflation Index was reported, regardless of when this information is published or announced. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month shall be the period for which the Inflation Index level was reported; and



**‘Revision Cut-off Date’** means, in respect of an Inflation Index and a level of such Inflation Index for a Reference Month, the day that is two Business Days prior to any relevant Interest Determination Date.

#### **(f) Replacement Reference Rate**

The interest payable on the Notes may, if so determined in the applicable Final Terms, be determined by reference to EURIBOR or LIBOR or by the use of Reference Price, CMS Rate1 and CMS Rate2, CPI Monthly Reference Index or HICP Index (each of these indices as well as any substitute, alternative or successor rate determined in accordance with this Condition 5.2(f), an **‘Original Reference Rate’**), and in each case in accordance with the respective applicable sub-paragraph (b), (c), (d) and (e) of this Condition 5.2 above.

Notwithstanding the provisions above in this Condition 5.2, if the Calculation Agent or the Issuer determines at any time prior to, on or following any Interest Determination Date, that a Benchmark Event (as defined below) has occurred in relation to certain Notes, the Issuer may, as soon as reasonably practicable (and in any event prior to the next relevant Interest Determination Date), appoint an agent (the **‘Rate Determination Agent’**), which will in respect of such Notes determine, acting in good faith and in consultation with the Issuer, whether a substitute, alternative or successor rate for purposes of determining the Rate of Interest in respect of each Interest Determination Date falling on such date or thereafter that is substantially comparable to the Original Reference Rate is available, or whether a substitute, alternative or successor has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency, or widely recognized industry association or body, is available or whether a substitute, alternative or successor rate has developed or is expected to develop in an industry accepted rate for debt market instruments such as or comparable to the relevant Notes is available.

Without prejudice to the foregoing, if the Original Reference Rate is EURIBOR or EUR LIBOR, the Rate Determination Agent is expected to first explore the option of selecting €STR or a term rate based on €STR as the Replacement Reference Rate (as defined below). If the Original Reference Rate is Sterling LIBOR, the Rate Determination Agent is expected to first explore the option of selecting SONIA or a term rate based on SONIA as the Replacement Reference Rate. If the Original Reference Rate is US Dollar LIBOR, the Rate Determination Agent is expected to first explore the option of selecting SOFR or a term rate based on SOFR as the Replacement Reference Rate.

**‘€STR’** means the euro short term rate published by the European Central Bank, as the administrator of the benchmark, (or a successor administrator) on the European Central Bank's website.

**‘SONIA’** means the sterling overnight index average published by the Bank of England, as the administrator of the benchmark, (or a successor administrator) on the Bank of England's website.

**‘SOFR’** the secured overnight financing rate published by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website.

If the Rate Determination Agent has determined a substitute, alternative or successor rate in accordance with the above (such rate as determined by the Rate Determination Agent, the **‘Replacement Reference Rate’**) for purposes of determining the Rate of Interest on each Interest Determination Date falling at least five business days after such determination, (A) the Rate Determination Agent will also in consultation with the Issuer determine any necessary changes to the business day convention, the definition of business day, the interest determination date, the day count fraction, the relevant screen page and any method for calculating the Replacement Reference Rate, including any Adjustment Spread (as defined below) or other adjustment factor needed to make such Replacement Reference Rate comparable to the relevant Original Reference Rate (in each case in a manner that is consistent with industry-accepted practices for such Replacement Reference Rate), although there is no guarantee that such an Adjustment Spread or other adjustment factor will be determined or applied, or that the application of any such factor will either reduce or eliminate economic prejudice to Noteholders; (B) references to the Original Reference Rate in these Conditions applicable to the relevant Notes will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method

for determining such rate as described in (A) above (including the Adjustment Spread); (C) the Rate Determination Agent will (again) notify the Issuer of the foregoing as soon as reasonably practicable; and (D) the Issuer will give notice as soon as reasonably practicable to the Principal Paying Agent, the Calculation Agent and the Noteholders (in accordance with Condition 14), specifying the Replacement Reference Rate, as well as the details described in (A) above and the effective date thereof. The Issuer may, without the consent of any or all Noteholders, make any amendments to these Conditions in relation to the relevant Notes that are necessary to ensure the proper operation of the foregoing.

For the avoidance of doubt if a Replacement Reference Rate is determined by the Rate Determination Agent in accordance with this Condition 5.2(f), this Replacement Reference Rate will be applied to all relevant future payments on the relevant Notes, subject to Condition 5.2. For the avoidance of doubt, this Condition 5.2(f) may be (re-)applied if a Benchmark Event has occurred in respect of the Replacement Reference Rate.

The determination of the Replacement Reference Rate and the other matters referred to above by the Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Principal Paying Agent, the Calculation Agent, the Noteholders, Receiptholders and Couponholders and no liability to any such person will attach to the Rate Determination Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes in the absence of bad faith or fraud. If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate, then the Original Reference Rate (as stated in the applicable Final Terms) or screen rate will remain the rate in effect (but subject to the other provisions of Condition 5.2) in respect of the relevant Interest Determination Date, and any subsequent Interest Determination Dates will remain subject to the operation of the provisions of this Condition 5.2. In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 5.2(f), *mutatis mutandis*, on one or more occasions until a Replacement Reference Rate has been determined and notified in accordance with this Condition 5.2(f) (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions will continue to apply).

For the avoidance of doubt, each Noteholder, Receiptholder and Couponholder shall be deemed to have accepted the Replacement Reference Rate and such other changes made pursuant to this paragraph (f) and no consent or approval of any Noteholder, Receiptholder or Couponholder shall be required.

The Rate Determination Agent will (i) be (A) a major bank or broker-dealer in the principal financial center of the Specified Currency as appointed by the Issuer, or (B) the Issuer; and (ii) if required, have the necessary license to act as such Rate Determination Agent.

The expression ‘**Adjustment Spread**’ means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Rate Determination Agent and acting in good faith, determines is required to be applied to the Replacement Reference Rate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders, Receiptholders and Couponholders as a result of the replacement of the Original Reference Rate with the Replacement Reference Rate and is the spread, formula or methodology which:

- (A) is formally recommended in relation to the replacement of the Original Reference Rate with the Replacement Reference Rate by any competent authority; or (if no such recommendation has been made);
- (B) the Rate Determination Agent determines and acting in good faith, is recognized or acknowledged as being the industry standard for debt market instruments such as or comparable to the Notes or for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Replacement Reference Rate; or (if the Rate Determination Agent determines that no such industry accepted standard is recognized or acknowledged);
- (C) the Rate Determination Agent, in its discretion and acting in good faith, determines to be appropriate.

The expression ‘**Benchmark Event**’ means:

- (A) the Original Reference Rate has ceased to be an industry accepted rate for debt market instruments (as determined by the Rate Determination Agent (or if not yet appointed, the Issuer) and acting in good faith and in a commercially reasonable manner) such as, or comparable to, the Notes; or
- (B) it has become unlawful or otherwise prohibited (including, without limitation, for the Calculation Agent) pursuant to any law, regulation or instruction from a competent authority, to calculate any payments due to be made to any Noteholder, Receipholder and Couponholder using the Original Reference Rate or otherwise make use of the Original Reference Rate with respect to the Notes; or
- (C) the Original Reference Rate has ceased to be published for a period of at least five Business Days or ceased to exist; or
- (D) a public statement is made by the administrator of the Original Reference Rate or its supervisor that (i) by a specified date within the following six months the Original Reference Rate will be materially changed, no longer be representative, cease to be published, be discontinued or be prohibited from being used or that its use will be subject to restrictions or adverse consequences (for the avoidance of doubt, in case the specified date lies more than six months after the date the public statement is made, this event will be deemed to occur as of the date such specified date lies within the following six months) or (ii) the Original Reference Rate has materially changed, is no longer representative, has ceased to be published, is discontinued or is prohibited from being used or that its use is subject to restrictions or adverse consequences.

**(g) Minimum Rate of Interest and/or Maximum Rate of Interest**

If the applicable Final Terms specify a Minimum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be less than such Minimum Rate of Interest and/or if it specifies a Maximum Rate of Interest for any Interest Period, then the Rate of Interest for such Interest Period shall in no event be greater than such Maximum Rate of Interest.

**(h) Determination of Rate of Interest and Calculation of Interest Amount**

The Principal Paying Agent, in the case of Floating Rate Notes, and the Calculation Agent, in the case of FX Linked Interest Notes, Inflation Linked Notes and CMS Linked Notes, will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. In the case of FX Linked Interest Notes, Inflation Linked Notes and CMS Linked Notes the Calculation Agent will notify the Principal Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

The Principal Paying Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the ‘**Interest Amount**’) payable on the Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes which are represented by a Global Note, the aggregate outstanding principal amount of the Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (B) in the case of Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes in definitive form, the Calculation Amount;
- (C) and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note, an FX Linked Interest Note, an Inflation Linked Notes or a CMS Linked Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**‘Day Count Fraction’** means, in respect of the calculation of an amount of interest in accordance with this Condition 5.2:

- (i) if **‘Actual/Actual(ISDA)’** or **‘Actual/Actual’** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if **‘Actual/365 (Fixed)’** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if **‘Actual/365 (Sterling)’** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if **‘Actual/360’** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if **‘30/360’**, **‘360/360’** or **‘Bond Basis’** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**‘Y<sub>1</sub>’** is the year, expressed as a number, in which the first day of the Interest Period falls;

**‘Y<sub>2</sub>’** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**‘M<sub>1</sub>’** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

**‘M<sub>2</sub>’** is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**‘D<sub>1</sub>’** is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

**‘D<sub>2</sub>’** is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if **‘30E/360’** or **‘Eurobond Basis’** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

**‘Y<sub>1</sub>’** is the year, expressed as a number, in which the first day of the Interest Period falls;

**‘Y<sub>2</sub>’** is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**‘M<sub>1</sub>’** is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

‘M<sub>2</sub>’ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

‘D<sub>1</sub>’ is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

‘D<sub>2</sub>’ is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

(vii) if ‘**30E/360 (ISDA)**’ is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

‘Y<sub>1</sub>’ is the year, expressed as a number, in which the first day of the Interest Period falls;

‘Y<sub>2</sub>’ is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

‘M<sub>1</sub>’ is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

‘M<sub>2</sub>’ is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

‘D<sub>1</sub>’ is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

‘D<sub>2</sub>’ is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

#### (i) **Linear Interpolation**

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Principal Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified to be applicable in the relevant Final Terms) or either, whichever is applicable, the EURIBOR Rate or the LIBOR Rate (where ISDA Determination is specified to be applicable in the relevant Final Terms), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Principal Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

‘**Applicable Maturity**’ means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

#### (j) **Notification of Rate of Interest and Interest Amounts**

The applicable Principal Paying Agent or the Calculation Agent, as applicable, for each Series will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fifth Business Day prior to the Interest Payment Date immediately preceding the relevant Interest Period. Each Interest Amount and Interest Payment

Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Notes are for the time being listed and to the Noteholders in accordance with Condition 14.

#### **(k) Certificates to be Final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5.2 by the Principal Paying Agent for each Series or, if applicable, the Calculation Agent shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, the applicable Principal Paying Agent, the Calculation Agent, if applicable, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the applicable Principal Paying Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

### **5.3 Interest on Dual Currency Notes**

In the case of Dual Currency Notes payments by the Issuer of interest and/or principal (as specified in the applicable Final Terms) will be made in another currency or currencies than the Specified Currency. Such currency or currencies and the Rate of Exchange used to calculate payments of interest or principal will be specified in the applicable Final Terms.

### **5.4 Interest on Partly Paid Notes**

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up principal amount of such Notes.

### **5.5 Accrual of Interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable has been received by the Principal Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14 or individually.

## **6. PAYMENTS**

### **6.1 Method of Payment**

Subject as provided below:

- (a) payments in a Specified Currency other than Euro will be made by transfer to an account in the relevant Specified Currency (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by the payee with, or by a check in such Specified Currency drawn on a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney); and
- (b) payments in Euro will be made by credit or transfer to a Euro account (or any other account to which Euro may be credited or transferred) specified by the payee or, at the option of the payee, by a Euro cheque.

## **6.2 Payments subject to fiscal and other laws**

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, and no additional amounts will be paid with respect to any taxes except as specifically provided under the provisions of Condition 8.

## **6.3 Presentation of Definitive Bearer Notes, Receipts and Coupons**

Payments of principal in respect of Definitive Bearer Notes will (subject as provided below) be made in the manner provided in Condition 6.1 above only against surrender of Definitive Bearer Notes, and payments of interest in respect of Definitive Bearer Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used in this section, includes the States and the District of Columbia and its possessions)).

Payments of installments of principal (if any) in respect of Definitive Bearer Notes, other than the final installment, will (subject as provided below) be made in the manner provided in Condition 6.1 above against presentation and surrender of the relevant Receipt. Payment of the final installment will be made in the manner provided in Condition 6.1 above against surrender of the relevant Bearer Note. Each Receipt must be presented for payment of the relevant installment together with the Definitive Bearer Note to which it appertains. Receipts presented without the Definitive Bearer Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any Definitive Bearer Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

Fixed Rate Notes represented by a Definitive Bearer Note (other than Dual Currency Notes, FX Linked Notes and Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons) at the specified office of any Paying Agent outside U.S., failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of five years after the date on which such principal first became due (whether or not such Coupon would otherwise have become void under Condition 9) or, if later, five years from the date on which such Coupon would otherwise have become due. Upon any Fixed Rate Note represented by a Definitive Bearer Note becoming due and repayable prior to its Maturity Date, all unmatured Receipts and Talons (if any) appertaining thereto will become void and no payments in respect of any such Receipts and no further Coupons in respect of any such Talons will be made or issued, as the case may be.

Upon the date on which any Floating Rate Note, FX Linked Note, Inflation Linked Note, CMS Linked Note, Dual Currency Note or Long Maturity Note represented by a Definitive Bearer Note becomes due and repayable, unmatured Receipts, Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. Where any such Bearer Note is presented for redemption without all unmatured Receipts, Coupons or Talons relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require. A **'Long Maturity Note'** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose principal amount on issue is less than the aggregate interest payable thereon provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the principal amount of such Note.

If the due date for redemption of any Definitive Bearer Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant Definitive Bearer Note.

## **6.4 Payments in respect of Bearer Global Notes**

Payments of principal and interest (if any) in respect of Notes represented by any Bearer Global Note will (subject as provided therein) be made in the manner specified above in relation to Definitive Bearer Notes against presentation or surrender, as the case may be, of such Bearer Global Note 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 Bearer Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

## 6.5 Payments in respect of Registered Notes

Payments of principal (other than installments of principal prior to the final installment) in respect of each Registered Note (whether or not in global form) will be made against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the Registered Note at the specified office of the Registrar or any of the Paying Agents. Such payments will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Note appearing in the register of holders of the Registered Notes maintained by the Registrar (the **'Register'**) (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg and/or DTC, as applicable, are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date. Notwithstanding the previous sentence, if (a) a holder does not have a Designated Account or (b) the principal amount of the Notes held by a holder is less than U.S. \$250,000 (or its approximate equivalent in any other Specified Currency), payment will instead be made by a check in the Specified Currency drawn on a Designated Bank (as defined below). For these purposes, **'Designated Account'** means the account (which, in the case of a payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) maintained by a holder with a Designated Bank and identified as such in the Register and Designated Bank means (in the case of payment in a Specified Currency other than Euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney) and (in the case of a payment in Euro) any bank which processes payments in Euro.

Payments of interest and payments of installments of principal (other than the final installment) in respect of each Registered Note (whether or not in global form) will be made by a check in the Specified Currency drawn on a Designated Bank and mailed by uninsured mail on the business day in the city where the specified office of the Registrar is located immediately preceding the relevant due date to the holder (or the first named of joint holders) of the Registered Note appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg and/or DTC, as applicable, are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the fifteenth day (whether or not such fifteenth day is a business day) before the relevant due date (the **'Record Date'**) at the holder's address shown in the Register on the Record Date and at the holder's risk. Upon application of the holder to the specified office of the Registrar not less than three business days in the city where the specified office of the Registrar is located before the due date for any payment of interest in respect of a Registered Note, the payment may be made by transfer on the due date in the manner provided in the preceding paragraph. Any such application for transfer shall be deemed to relate to all future payments of interest (other than interest due on redemption) and installments of principal (other than the final installment) in respect of the Registered Notes which become payable to the holder who has made the initial application until such time as the Registrar is notified in writing to the contrary by such holder. Payment of the interest due in respect of each Registered Note on redemption and the final installment of principal will be made in the same manner as payment of the principal amount of such Registered Note.

Holders of Registered Notes will not be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Note as a result of a check posted in accordance with this Condition arriving after the due date for payment or being lost in the post. No commissions or expenses shall be charged to such holders by the Registrar in respect of any payments of principal or interest in respect of the Registered Notes.

All amounts payable to DTC or its nominee as registered holder of a Registered Global Note in respect of Notes denominated in a Specified Currency other than U.S. Dollars shall be paid by transfer by the Registrar to an account in the relevant Specified Currency of the Exchange Agent on behalf of DTC or its nominee for conversion into and payment in U.S. Dollars in accordance with the provisions of the Agency Agreement.

None of the Issuer or the Agents will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Notes or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.



## 6.6 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or DTC as the beneficial holder of a particular principal amount of Notes represented by such Global Note must look solely to Euroclear, Clearstream, Luxembourg or DTC, as the case may be, for his share of each payment so made by the Issuer to the holder of such Global Note. No person other than the holder of such Global Note shall have any claim against the Issuer in respect of any payments due on that Global Note.

Notwithstanding the foregoing provisions of Conditions 6.3 and 6.4 above, U.S. Dollar payments of principal and interest in respect of Bearer Notes may be made at the specified office of a Paying Agent in the United States if:

- (a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. Dollars at such specified offices outside the United States of the full amount of principal and interest on the Bearer Notes in the manner provided above when due;
- (b) payment of the full amount of such interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. Dollars; and
- (c) such payment is then permitted under U.S. law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Payment to the Principal Paying Agent by the Issuer and the receipt by the Principal Paying Agent of the due and punctual payment of funds shall be deemed to satisfy the obligations of the Issuer under the Notes for the purposes of payment of principal and interest due on the respective payment dates to the extent of such payments.

## 6.7 Payment Day

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes '**Payment Day**' means any day which is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) the case of Notes in definitive form only, the relevant place of presentation; and
  - (ii) any 'Financial Centre' specified in the applicable Final Terms;
- (b) either (1) in relation to any sum payable in a Specified Currency other than Euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars, shall be Sydney), or (2) in relation to any sum payable in Euro, a day on which the TARGET2 System is open; and
- (c) in the case of any payment in respect of a Registered Global Note denominated in a Specified Currency other than U.S. Dollars and registered in the name of DTC or its nominee and in respect of which an accountholder of DTC (with an interest in such Registered Global Note) has elected to receive any part of such payment in U.S. Dollars, a day on which commercial banks are not authorized or required by law or regulation to be closed in New York City.

## **6.8 Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 8;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Installment Notes, the Installment Amounts;
- (f) in relation to Zero Coupon Notes, the Amortized Face Amount; and
- (g) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8.

## **6.9 Alternative Currency**

If the Issuer is due to make any payment in a currency in respect of any Notes and such currency (the ‘**Original Currency**’) is not available on the foreign exchange markets due to the imposition of exchange controls or due to the Original Currency’s replacement or disuse or other circumstances beyond the Issuer’s control, the Issuer will be entitled to satisfy its obligation in respect of that payment by making that payment in another currency (the ‘**Alternative Currency**’) if so specified in the applicable Final Terms. The applicable exchange rate will be determined by the Calculation Agent in its sole discretion, acting in good faith and in a commercially reasonable manner. Any payment made by the Issuer under such circumstances in the Alternative Currency shall constitute valid payment and shall not constitute an Event of Default (as defined in Condition 10).

## **7. REDEMPTION AND PURCHASE**

### **7.1 Redemption at Maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be fully redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

### **7.2 Redemption for Tax Reasons**

Unless this Condition is stated in the applicable Final Terms not to apply, the Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (in the case of Notes other than Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes) or on any Interest Payment Date (in the case of Floating Rate Notes, FX Linked Interest Notes, Inflation Linked Notes or CMS Linked Notes), on giving not less than 30 nor more than 60 days’ notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable) if, on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8(b) as a result of any change in, or amendment to, the laws or regulations of the Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of this Base Prospectus. For the avoidance of doubt, the entering into effect of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*) as of 1 January 2021 is not considered a change in, or amendment to, the laws or regulations of the Netherlands for purposes of this Condition 7.2.

Each Note redeemed pursuant to this Condition 7.2 will be redeemed at its Early Redemption Amount referred to in Condition 7.5 below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

### **7.3 Redemption at the Option of the Issuer ('Issuer Call Option')**

If Issuer Call is specified in the applicable Final Terms, the Issuer may, having given:

- (a) not less than 5 nor more than 30 days' notice to the Noteholders in accordance with Condition 14; and
- (b) not less than 5 days before the giving of the notice referred to in (i), notice to the Principal Paying Agent for such Series and, in the case of a redemption of Registered Notes, the Registrar,

(both of which notices shall be irrevocable), redeem all or some only of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

Any such redemption must be of a principal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, both as specified in the applicable Final Terms. In the case of a partial redemption of Notes, the Notes to be redeemed ('**Redeemed Notes**') will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear, Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) and/or DTC, in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the '**Selection Date**'). In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 5 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this Condition 7.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 at least 5 days prior to the Selection Date.

### **7.4 Redemption of Notes at the Option of the Noteholders ('Investor Put Option')**

If 'Investor Put Option' is specified in the applicable Final Terms the holder of any Note has an option to redeem upon giving the Issuer in accordance with Condition 14 not less than 15 nor more than 30 days' notice and, if the Note that is the subject of a Put Notice is held in global form through Euroclear or Clearstream, Luxembourg, not less than 15 business days' notice, as specified in the applicable Final Terms (which notice shall be irrevocable). The Issuer will, upon the expiry of such notice, redeem, such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in the applicable Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. Registered Notes may be redeemed under this Condition 7.4 in any multiple of their lowest Specified Denomination.

If the Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption of the Note its holder must deliver at the specified office of any Paying Agent (in the case of Bearer Notes) or the Registrar (in the case of Registered Notes) at any time during normal business hours of such Paying Agent or, as the case may be, the Registrar falling within the notice period, a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent or, as the case may be, the Registrar (a '**Put Notice**') and in which the holder must specify a bank account (or, if payment is by check, an address) to which payment is to be made under this Condition and, in the case of Registered Notes, the principal amount thereof to be redeemed and, if less than the full principal amount of the Registered Notes so surrendered is to be redeemed, an address to which a new Registered Note in respect of the balance of such Registered Notes is to be sent subject to and in accordance with the provisions of Condition 2.2. If the Note is in definitive bearer form, the Put Notice must be accompanied by the Note or evidence satisfactory to the Paying Agent concerned that the Note will, following delivery of the Put Notice, be held to its order or under its control. If the Note is represented by a Global Note or is in definitive form and held through Euroclear, Clearstream, Luxembourg or DTC, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Principal Paying Agent of such exercise in accordance with the standard procedures of Euroclear, Clearstream, Luxembourg and DTC (which may include notice being given on his instruction by Euroclear, Clearstream,

Luxembourg, or DTC or any common depositary or common safekeeper, as the case may be, for them to the Principal Paying Agent by electronic means) in a form acceptable to Euroclear, Clearstream, Luxembourg or DTC from time to time and, if the Note is represented by a Global Note the terms of which require presentation for recording changes to its principal amount, at the same time present or procure the presentation of the relevant Global Note to the Principal Paying Agent for notation accordingly.

So long as Bearer Notes issued in accordance with the TEFRA D Rules are represented by a Temporary Global Note, an Investor Put Option shall not be available unless the certification required under the TEFRA D Rules with respect to non-U.S. beneficial ownership has been received by the Issuer or the Paying Agent.

Any Put Notice given by a holder of any Note pursuant to this Condition shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition and instead to declare such Note forthwith due and payable pursuant to Condition 10.

## 7.5 Early Redemption Amounts

For the purpose of Condition 7.2 above and Condition 10, each Note will be redeemed at its Early Redemption Amount calculated as follows:

- (a) in the case of a Note (other than a Zero Coupon Note but including an Installment Note and a Partly Paid Note) with a Final Redemption Amount which is or may be less or greater than the principal amount or which is payable in a Specified Currency other than that in which the Note is denominated, at the Early Redemption Amount specified in the applicable Final Terms or, if no such amount is specified in the applicable Final Terms, at its principal amount; or
- (b) in the case of a Zero Coupon Note, at its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

‘**RP**’ means the Reference Price as specified in the Final Terms; and

‘**AY**’ means the Accrual Yield as specified in the Final Terms; and

‘**y**’ is a fraction the numerator of which is equal to the number of days (calculated on the basis of a Day Count Fraction (specified in the applicable Final Terms and further explained in Condition 5.1 and 5.2), or if none is specified in the applicable Final Terms, a 360 day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator of which is calculated on the basis of a Day Count Fraction specified in the applicable Final Terms, or if none is specified in the applicable Final Terms, 360; or

- (c) in any other case, at the Final Redemption Amount specified in the applicable Final Terms or if no such amount is specified in the applicable Final Terms, at its principal amount.

## 7.6 Installments

Installment Notes will be repaid in the ‘**Installment Amounts**’ and on the ‘**Installment Dates**’ both as specified in the applicable Final Terms. In the case of early redemption, the Early Redemption Amount will be determined pursuant to Condition 7.5 above.

## 7.7 Partly Paid Notes

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise at the paid-up nominal amount of such Notes. While any Part Payment Amount due from the holder of Partly Paid Notes is overdue, no interest in a Global Note representing such Notes may be exchanged for Definitive Notes (as the case may be). If any Noteholder fails to pay any Part Payment Amount due on any Partly Paid Notes on any corresponding Part Payment Date, the Issuer may forfeit such Notes and shall have no further obligation to such Noteholder.

## 7.8 Redemption of FX Linked Redemption Notes

This Condition 7.8 is only applicable in relation to FX Linked Redemption Notes. Unless previously redeemed, or purchased and cancelled, each nominal amount of the Notes equal to the Calculation Amount will be redeemed by the Issuer at their FX Linked Redemption Amount (as defined below) on the Maturity Date at the Final FX Linked Redemption Amount. The Final FX Linked Redemption Amount will be determined in the manner specified below:

Final FX Linked Redemption Amount = 100% x Reference Price/ FX Level2

where:

‘**Reference Price**’ means, in relation to a relevant Final Redemption Determination Date, an amount equal to the arithmetic mean of the offered rate and bid rate of exchange appearing on the Relevant FX Screen Page at the Relevant Time on that relevant Final Redemption Determination Date for the exchange of such Specified Currency into the Base Currency (expressed as the number of units (or part units) of the Specified Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic average (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Specified Currency/Base Currency exchange rates (expressed as aforesaid) at the Relevant Time on such relevant Final Redemption Determination Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent).

‘**Final Redemption Determination Date**’ is the date specified in the applicable Final Terms;

‘**Relevant FX Screen Page**’ has the meaning given in the applicable Final Terms;

‘**Relevant Time**’ is the time specified in the applicable Final Terms;

‘**Base Currency**’ has the meaning specified in the applicable Final Terms;  
and

‘**FX Level 2**’ shall be an exchange rate level specified in the applicable Final Terms.

## 7.9 Automatic Early Redemption

If Automatic Early Redemption is specified to be applicable in the applicable Final Terms, unless previously redeemed or purchased and cancelled, if on any Interest Determination Date or during any Automatic Early Redemption Observation Period an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on a date specified by the Issuer to the Noteholders in a notice provided to the Noteholders, in accordance with Condition 14, within the Notice Period specified in the applicable Final Terms which shall be not less than 5 nor more than 30 days after the Automatic Early Redemption Event has occurred. In any such case the Final Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

‘**Automatic Early Redemption Amount**’ means, if Automatic Early Redemption is specified as being applicable in the Final Terms an amount specified as such in the applicable Final Terms;

**‘Automatic Early Redemption Event’** means, if Automatic Early Redemption is specified as being applicable in the Final Terms that the Automatic Early Redemption Observation Level is, as specified in the applicable Final Terms, (i) ‘greater than’, (ii) ‘greater than or equal to’, (iii) ‘less than’ or (iv) ‘less than or equal to’ the Automatic Early Redemption Trigger Level; and

**‘Automatic Early Redemption Observation Level’** means, if Automatic Early Redemption is specified as being applicable in the Final Terms the level specified as such in the applicable Final Terms. The Automatic Early Redemption Observation Level may be:

- (a) an exchange rate specified in the Final Terms; or
- (b) an Aggregate Interest Amount specified in the applicable Final Terms.

If the Automatic Early Redemption Observation Level is specified in the applicable Final Terms as being an exchange rate such rate will be calculated as an amount equal to the arithmetic mean of the offered rate and bid rate of exchange appearing on the relevant FX Screen Page at the Relevant Time as specified in the applicable Final Terms on an Interest Determination Date for the exchange of the Specified Currency into the Base Currency (expressed as the number of units (or part units) of the Specified Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic average (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Specified Currency/Base Currency exchange rates (expressed as aforesaid) at the Relevant Time as specified in the applicable Final Terms on an Interest Determination Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent).

If the Automatic Early Redemption Observation Level is specified in the applicable Final Terms as being an Aggregate Interest Amount such amount will be calculated as the sum of (i) the Interest Amount (per Calculation Amount) on any Interest Determination Date and (ii) all previously accrued Interest Amounts (per Calculation Amount) for the applicable Tranche of Notes.

**‘Automatic Early Redemption Observation Period’** means if Automatic Early Redemption is specified as being applicable in the Final Terms, the period described as such in the applicable Final Terms.

**‘Automatic Early Redemption Trigger Level’** means, if Automatic Early Redemption is specified as being applicable in the Final Terms, the trigger level specified as such in the applicable Final Terms. The Automatic Early Redemption Trigger Level may be:

- (a) an exchange rate specified in the Final Terms; or
- (b) a Target Redemption Amount specified in the applicable Final Terms.

If the Automatic Early Trigger Level is specified in the applicable Final Terms as being an exchange rate such rate will be calculated as an amount equal to the arithmetic mean of the offered rate and bid rate of exchange appearing on the relevant FX Screen Page at the Relevant Time as specified in the applicable Final Terms on an Interest Determination Date for the exchange of the Specified Currency into the Base Currency (expressed as the number of units (or part units) of the Specified Currency for which one unit of the Base Currency can be exchanged) or, if such rate is not available, the arithmetic average (rounded, if necessary, to four decimal places (with 0.00005 being rounded upwards)) as determined by or on behalf of the Calculation Agent of the bid and offer Specified Currency/Base Currency exchange rates (expressed as aforesaid) at the Relevant Time as specified in the applicable Final Terms on an Interest Determination Date of two or more leading dealers (as selected by the Calculation Agent) on a foreign exchange market (as selected by the Calculation Agent).

If the Automatic Early Trigger Level is specified in the applicable Final Terms as being a Target Redemption Amount the Target Redemption Amount will be specified in the applicable Final Terms in the Specified Currency.

**‘Base Currency’** has the meaning specified in the applicable Final Terms.

## **7.10 Purchases**

The Issuer or any of its subsidiaries may at any time purchase Notes (provided that, in the case of Definitive Bearer Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, re-issued, resold or, at the option of the Issuer, surrendered to any Paying Agent and/or the Registrar for cancellation.

### **7.11 Cancellation**

All Notes which are redeemed will subject to Condition 7.10 above forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to Condition 6.9 above (together with all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the Principal Paying Agent and cannot be re-issued or resold.

### **7.12 Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Conditions 7.1, 7.2, 7.3 or 7.4 above or upon its becoming due and repayable as provided in Condition 10 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 7.5(b) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable has been received by the Principal Paying Agent or the Registrar and notice to that effect has been given to the Noteholders in accordance with Condition 14.

## **8. TAXATION**

All payments of principal and interest in respect of the Notes, Receipts, Talons and Coupons by the Issuer will be made without withholding or deduction for any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by the Netherlands or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In such event, the Issuer will, depending on which provision is specified in the applicable Final Terms either:

- (a) make the required withholding or deduction of such taxes, duties, assessments or governmental charges for the account of the holders of the Notes, Receipts, Talons or Coupons, as the case may be, and shall not pay any additional amounts to the holders of the Notes, Receipts, Talons or Coupons; or
- (b) pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts, Talons or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, Receipts, Talons 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 Note, Receipt, Talon or Coupon:
  - i. to a Noteholder, Receiptholder or Couponholder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with the Netherlands other than the mere holding of such Note, Receipt or Coupon or the receipt of principal or interest in respect thereof; or
  - ii. to a Noteholder, Receiptholder 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 who could avoid such withholding or deduction by providing information or a certification concerning nationality, residence, or identity or satisfying any other information or reporting requirement imposed by the relevant tax authority; or
  - iii. presented for payment, where presentation is required, more than 30 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 day; or
  - iv. where such withholding or deduction is in respect of any estate, inheritance, gift, sales, transfer, capital gains, excise or personal property tax or any similar tax, assessment or governmental charge; or

- v. presented for payment, where presentation is required, by or on behalf of a Noteholder, Receiptholder or Couponholder who would have been able to avoid such withholding or deduction by presenting the relevant Note, Receipt, Talon or Coupon to another Paying Agent.

In addition, additional amounts will not be paid with respect to any payment of the principal of, or any premium or interest on, the Notes, Receipts, Coupons or Talons to any Noteholder, Receiptholder or Couponholder that is a fiduciary, a partnership, a limited liability company or any person other than the sole beneficial owner of such payment to the extent such payment would be required under Dutch tax laws to be included in the income of a beneficiary or settlor with respect to such fiduciary, a member of such partnership, an interest holder in such limited liability company or a beneficial owner that would not have been entitled to such additional amounts had such beneficiary, settlor, member, interest holder or beneficial owner been the Noteholder, Receiptholder or Couponholder of the relevant Notes, Receipts, Coupons or Talons.

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 Principal Paying Agent or the Registrar, as the case may be, 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 Noteholders in accordance with Condition 14.

Any reference in these Terms and Conditions to principal and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 8 or any undertaking given in addition thereto or in substitution therefore.

## 9. PRESCRIPTION

The Notes (whether in bearer or registered form), Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of five years (in the case of both principal and interest) after the Relevant Date (as defined in Condition 8) therefore.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.2 or any Talon which would be void pursuant to Condition 6.3.

## 10. EVENTS OF DEFAULT

If any one or more of the following events (each an ‘**Event of Default**’) shall have occurred and be continuing:

- (a) default is made for more than 14 days in the payment of interest or principal in respect of the Notes; or
- (b) the Issuer fails to perform or observe any of its other obligations under the Notes and such failure has continued for the period of 30 days next following the service on the Issuer of notice requiring the same to be remedied; or
- (c) an encumbrancer takes possession of the whole or a major part of the assets of the Issuer, or a distress or execution or other process is levied or enforced upon or sued out against the whole or a major part of the assets of the Issuer or an executory attachment (*‘executoriaal beslag’*) is made on any major part of the Issuer’s assets or a conservatory attachment (*‘conservatoir beslag’*) is made thereof and in any of the foregoing cases it is not cancelled or withdrawn within 30 days; or
- (d) any order is made by any competent court or other authority or resolution passed for the dissolution or winding-up of the Issuer or for the appointment of a liquidator or receiver of the Issuer or of all or substantially all of its assets or the Issuer enters into a composition with its creditors, files a petition for a suspension of payments, admits in writing that it cannot pay its debts generally as they become due, initiates a proceeding in bankruptcy, or is adjudicated bankrupt,

then any Noteholder may, by written notice to the Issuer at the specified office of the Principal Paying Agent, effective upon the date of receipt thereof by the Principal Paying Agent, declare the Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as



described in Condition 7.5), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

## **11. REPLACEMENT OF NOTES, RECEIPTS, COUPONS AND TALONS**

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the applicable Principal Paying Agent at its office outside the United States (in the case of Bearer Notes, Receipts or Coupons) or the Registrar (in the case of Registered Notes) 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 Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

## **12. AGENTS**

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

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

- (a) so long as the Notes are listed on any stock exchange, or admitted to listing by any other relevant authority there will at all times be a Paying Agent (in the case of Bearer Notes) and a Transfer Agent (in the case of Registered Notes) with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or listing authority;
- (b) there will at all times be a Paying Agent with a specified office in a city in continental Europe;
- (c) there will at all times be a Principal Paying Agent and a Registrar; and
- (d) so long as any of the Registered Global Notes payable in a Specified Currency other than U.S. Dollars are held through DTC or its nominee, there will at all times be an Exchange Agent with a specified office in New York City.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the final paragraph of Condition 6.6. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30, nor more than 45 days' prior notice thereof shall have been given to the Noteholders in accordance with Condition 14.

## **13. EXCHANGE OF TALONS**

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Principal Paying Agent or any other Paying Agent at its office outside the United States in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date (on which the final Coupon comprised in the relative Coupon sheet matures).

## **14. NOTICES**

All notices regarding the Bearer Notes will be deemed to be validly given if published (i) by way of press release, (ii) on the website of the Issuer, (iii) if so specified in the applicable Final Terms, in a leading English language daily newspaper of general circulation in London (which is expected to be the Financial Times), and (iv) if and for so long as the Bearer Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange and such publication is required pursuant to the rules and regulations of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange

(www.bourse.lu). The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Bearer Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication.

All notices regarding the Registered Notes will be deemed to be validly given if sent by first class mail or (if posted to an address overseas) by airmail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register and will be deemed to have been given on the fourth day after mailing and, in addition, for so long as any Registered Notes 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 be published in a daily newspaper of general circulation in the place or places required by those rules.

Until such time as any definitive Notes are issued, so long as any Global Note(s) representing the Notes is or are held in its or their entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or DTC, as applicable, any publication method as referred to in the two paragraphs above may be substituted for the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or DTC, as applicable, for communication by them to the holders of the Notes, to the extent such publication method also complies with the rules of any stock exchange or other relevant authority on which such Notes are for the time being listed or by which they have been admitted to trading. Any such notice shall be deemed to have been given to the holders of the Notes on the second day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or DTC, as applicable.

Where the identity of all the holders of the Notes is known to the Issuer, the Issuer may (provided that, in the case of any publication required by a stock exchange or listing authority, that stock exchange or listing authority agrees) give notices individually to such holders in lieu of publication as provided above.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Principal Paying Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Principal Paying Agent through Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, in such manner as the Principal Paying Agent and Euroclear and/or Clearstream, Luxembourg and/or DTC, as the case may be, may approve for this purpose.

## **15. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER**

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than five per cent. in principal amount of the Notes for the time being remaining outstanding. 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 principal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the principal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or canceling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts 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 principal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Principal Paying Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

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

- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is, in the sole opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the Netherlands.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

## **16. FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes, provided that (i) in the case of Notes which were issued in accordance with the TEFRA D Rules that are initially represented by a Temporary Bearer Global Note exchangeable for interests in a Permanent Bearer Global Note or Definitive Bearer Notes, such consolidation can only occur following the exchange of interests in the Temporary Bearer Global Note for interests in the Permanent Bearer Global Note or Definitive Bearer Notes upon certification of non-U.S. beneficial ownership and (ii) in the case of Registered Notes, if such further notes are not fungible with the previously issued Registered Notes for U.S. federal income tax purposes, the further notes will have a separate common code, ISIN, CUSIP and CINS (where applicable) from such numbers assigned to the previously issued Registered Notes.

## **17. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

The Agency Agreement, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, the laws of the Netherlands.

The Issuer submits for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders to the jurisdiction of the court (*rechtbank*) and its appellate courts at The Hague, the Netherlands. Without prejudice to the foregoing, the Issuer further irrevocably agrees that any suit, action or proceedings arising out of or in connection with the Agency Agreement, the Notes, the Receipts and the Coupons (including a dispute relating to any non-contractual obligations arising out of or in connection with the Agency Agreement, the Notes, the Receipts and/or the Coupons) may be brought in any other court of competent jurisdiction.

## USE OF PROCEEDS

### General

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes (which include profit making). The net proceeds from the issue of certain Notes, which will be designated as socially responsible investment ('SRI') bonds, will only be used to finance debt investments with a socially responsible purpose, as specified in the applicable Final Terms.

### Green Bonds, Water Bonds and Sustainable Bonds

If so specified in the applicable Final Terms, the proceeds of any 'Green Bond' or 'Water Bond' will exclusively be used to fund NWB Bank's lending to the water authorities. According to NWB Bank's Green Bond Framework eligible loans may include loans that target (a) mitigation of climate change by way of waterway management, (b) adaptation to climate change, including investments in climate-resilient growth or (c) biodiversity, i.e. loans that are related to water related biodiversity projects rather than climate. Further information may be obtained from the Green Bond Framework, see <https://nwbbank.com/en/investor-relations/water-bonds>.

If so specified in the applicable Final Terms, the proceeds of any 'Sustainable Bond' (SDG (Sustainable Development Goals) Housing Bond) will be used exclusively for financing the social housing sector. According to NWB Bank's SDG Housing Bond Framework eligible loans consist of loans funded, in whole or in part, by NWB Bank to invest in social housing activities by Netherlands Social Housing Organizations in the Netherlands, as determined by the WSW and only if such a loan has been approved and guaranteed by the WSW. Further information may be obtained from the SDG Housing Bond Framework, see <https://nwbbank.com/en/investor-relations/sdg-housing-bonds>.

Any information contained in or accessible through any website, including <https://nwbbank.com/en/investor-relations/sdg-housing-bonds> and <https://nwbbank.com/en/investor-relations/water-bonds>, does not form a part of the Base Prospectus, unless specifically stated in the Base Prospectus, in any supplement hereto or in any document incorporated or deemed to be incorporated by reference in this Base Prospectus that all or any portion of such information is incorporated by reference in the Base Prospectus.

No representation or assurance is to be given by the Issuer, the Arranger, any Dealer appointed under the Program or any Paying Agent that the listing or the admission of the Notes as green, social or sustainable may be maintained during the maturity life of any ESG Bonds and that such listing and admission of the Notes satisfies any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations.

## NEDERLANDSE WATERSCHAPSBANK N.V.

### Overview

NWB Bank is a specialized lender to the public sector primarily in the Netherlands, providing short term and long term financing to water authorities, municipal and provincial authorities as well as to other public sector institutions such as social housing corporations, healthcare and educational institutions. NWB Bank believes it is a key bank for the Dutch public sector, fulfilling a critical role supported by the Dutch State.

As of 31 December 2019, NWB had total assets of €96.205 million (€83.715 million as of 31 December 2018) and total equity of €1.796 million (€1.726 million as of 31 December 2018). In 2019, NWB Bank had net profit of €95 million (€100 million in 2018).

### History and Corporate Organization

NWB Bank was established in 1954 as a specialized lending institution to provide Dutch water authorities with long-term and short-term funding at cost-efficient levels. NWB Bank has subsequently extended its lending activities to other public sector entities, particularly municipal and provincial authorities and social housing corporations which are guaranteed (indirectly) by the Dutch State. NWB Bank's long-term debt securities are rated AAA (Stable outlook) by S&P and Aaa (Stable outlook) by Moody's. See 'Ratings' below.

NWB Bank was incorporated as a public limited liability company (*naamloze vennootschap*) under the laws of the Netherlands on 5 May 1954. Its legal name is Nederlandse Waterschapsbank N.V. and its trade name is NWB Bank. The duration of NWB Bank is unlimited. It is registered in the trade register of the Dutch Chamber of Commerce (*Kamer van Koophandel*) for Den Haag under No. 27049562. The Legal Entity Identifier (LEI) of NWB Bank is JLP5FSPH9WPSHY3NIM24. NWB Bank's ownership is restricted to the State of the Netherlands and other public entities. 81% of NWB Bank's shares are held by 21 water authorities (*waterschappen*), the Dutch State's shareholding is 17% and 9 Dutch provinces hold the remaining 2%. NWB Bank is established in The Hague and has no branches. NWB Bank's business operations are entirely conducted by the Issuer and NWB Bank does not have any subsidiaries.

NWB Bank's registered office is at Rooseveltplantsoen 3, 2517 KR The Hague, the Netherlands. Its telephone number is +31 70 4166266. NWB Bank is authorized by DNB to pursue the business of a credit institution (*kredietinstelling*) in the Netherlands and is consequently supervised by DNB. As NWB Bank is considered a 'significant credit institution' under the SSM, it is subject to direct supervision from the ECB. In addition, for purposes of market conduct supervision, NWB Bank is supervised by the AFM. See 'Supervision and Regulation' below.

### Purpose

NWB Bank's activities are characterized by its specialized purpose as a leading lender for the Dutch public sector. As NWB Bank's shareholders are public authorities, NWB Bank is positioned as part of and plays an important role in the Dutch public sector. NWB Bank's principal business activities include providing loans to municipal, provincial and other public authorities such as water authorities, and other legal entities which are guaranteed and/or controlled by central or other public authorities. NWB Bank also provides its shareholders with funds transfer and electronic banking services.

Pursuant to Article 2 of NWB Bank's articles of association (*statuten*) (the '**Articles of Association**'), the object of NWB Bank is to engage in banking operations for the benefit of the public sector by granting loans and other corollary financial services to (i) provinces (*provincies*), municipalities (*gemeenten*), water authorities (*waterschappen*), (ii) other bodies governed by public law and equivalent bodies, (iii) legal entities and other bodies operating publicly which are guaranteed and/or controlled by public bodies as referred to under (i) or (ii), or (iv) legal entities and other bodies operating within the context of, among other things, public-private partnerships of which the operating income is solely or substantially provided or guaranteed by public bodies or entities as referred to under (i), (ii) or (iii). The Articles of Association limit the lending activities of NWB Bank to granting loans to public bodies and entities as referred to under (i) to (iv). NWB Bank is empowered to perform all acts which may be conducive to its object.

### Strategy

Since its incorporation in 1954, NWB Bank has focused on its role as a robust and efficient caterer to the finance needs of clients in the Dutch public sector. NWB Bank has rigorously maintained its strategic concept of being one of

the major financial service providers in the public arena, and aims to provide its public sector clients with lower finance charges and maximum access to funding and offer interest rate benefits on their loans. Rather than seeking to maximize its profits, NWB Bank's policy is geared to achieving reasonable profits that are adequate to safeguard NWB Bank's continuity and that enable NWB Bank's future growth.

NWB Bank believes it is able to maintain its strategy through its efficient, high-quality and committed organization, which has strong access to funding in the international money and capital markets due to its favorable credit ratings. NWB Bank's important role in the Dutch public sector is reflected by its well-established track record and high market share in lending activities for public sector institutions such as social housing, water authorities and healthcare as well as public-private partnerships and renewable energy. This positions NWB Bank to provide stable and low-cost financing to and for the Dutch public sector with ensuing broader public benefits. Important strategic prerequisites for achieving these objectives include:

- continuing ownership by the Dutch State and other public authorities as set out in NWB Bank's Articles of Association;
- continuing restrictions on NWB Bank's operations as set out in the Articles of Association;
- maintaining its credit rating equivalent to the credit rating of the Dutch State;
- retaining a transparent and robust financial position;
- continuing provision of low-cost and competitive funding;
- maintaining its low risk profile;
- maintaining access to the international capital markets;
- maintaining professional asset and liability management;
- maintaining efficient and low cost operational management;
- maintaining a sound interest margin;
- maintaining excellent corporate governance standards and implementation;
- providing sustainable solutions; and
- leading in the area of corporate social responsibility.

With its specialized services, NWB Bank continues to benefit from focusing its operations primarily within the public sector. Loans to many (semi) public sector entities have been categorized as having a zero per cent risk weighting for capital requirement purposes meaning that such loans do not affect NWB Bank's capital requirements and are considered 'solvency-free' to NWB Bank, which is reflected in NWB Bank's limited credit risk as expressed by its robust Tier-1 ratio. NWB Bank has large lending market shares in certain segments of the Dutch public sector, in particular in lending to social housing associations and water authorities, where it will seek to maintain its substantial market share. In 2013, in response to an increasing need seen among its borrowers, NWB Bank decided to expand its services to include the financing of projects using a PPP model. Engaging in PPP financing enables NWB Bank to direct the social responsibility and sustainability of certain projects such as accommodation-based projects, and land- and water-based infrastructure projects. In 2015 NWB Bank entered into its first PPP financing transaction. Currently NWB Bank holds a portfolio of twelve PPP projects (via primary- and secondary trades and refinancing's) equaling a total debt participation of €782 million. In 2018 NWB Bank extended its project finance activities with the financing of renewable energy projects, NWB Bank currently holds one onshore windfarm in its portfolio.

Loans offered in the secondary market were purchased in 2017, 2018 and 2019 and export credit guarantee loans were issued and backed by the State of the Netherlands. NWB Bank also aims to conduct its business operations and develop new financial products in a sustainable manner, reflecting enhanced levels of corporate social responsibility and good corporate governance.

In June 2014, NWB Bank issued its first 'Green Bond', the 'Water Bonds'. In the years following, NWB Bank also successfully issued Water Bonds, of which the proceeds have been used to finance projects of water authorities that contribute to climate mitigation, climate adaption and biodiversity. In 2019 NWB Bank successfully issued a 15-year

€500 million Water Bond and a 6-year 200 million Swedish Krona Water Bond, combined amounting to approximately €519 million after conversion to Euro's. As of the end of 2019, NWB Bank has issued nine Water Bonds and has raised €4.6 billion in sustainable funding therewith, making it a leading issuer on the international markets of Green Bonds.

In June 2017, NWB Bank issued the first so-called AHB (Affordable Housing Bond) of €2 billion, followed by a €600 million AHB in August 2017. The proceeds of these AHBs are specifically used for the financing of social housing and aim to enhance sustainability thereof. NWB Bank has successfully issued three AHB's in 2018, consisting of a twenty-year €500 million AHB in April 2018, a five-year €1 billion AHB in September 2018 and a twenty-year €600 million AHB in November 2018. In 2019 NWB Bank rebranded the Affordable Housing Bonds into the 'SDG Housing Bonds' to signal the transition from a social bond to a sustainable bond. NWB Bank issued a 10-year €1 billion SDG Housing Bond, followed by 8-year €1 billion and 6-year 200 million Swedish Krona SDG Housing Bonds. Since 2017 NWB Bank raised €6.7 billion with social bonds.

### **Funding of NWB Bank**

Over the past three years, NWB Bank's need for long-term funding has varied between €12.8 billion in 2017, €10.4 billion in 2018 and €9.9 billion in 2019. In order to raise funds on the international capital markets NWB Bank established this Program of €60 billion (or equivalent in other currencies) as well as a U.S. \$25 billion commercial paper program (increased from \$15 billion in September 2019), a €25 billion euro-commercial paper and certificate of deposit program and an AUD 10 billion bond program, allowing it to raise funds in various markets. NWB Bank raises funds under the above mentioned programs as well as on a stand-alone basis.

### **Competition**

NWB Bank's main competitors are BNG Bank N.V. (formerly known as N.V. Bank Nederlandse Gemeenten) ('**BNG**'), another Dutch public sector lender that is nearly twice NWB Bank's size, and, to a far lesser extent, commercial banks. Other competitors include insurance companies and pension funds, which have become more active in the market since 2014.<sup>17</sup> Due to the small margins generally earned on public sector lending, most commercial banks have withdrawn from this market, as their relative funding costs exceed borrowing rates otherwise available to the public sector. However, a number of institutional investors attracted by the low risk profile of the Dutch public sector have become more active in the market. In December 2014, NWB Bank entered into a special partnership with the European Investment Bank ('**EIB**') for purposes of joining forces in relation to long-term funding in the public domain. At the end of 2015, NWB Bank and the EIB concluded a global loan totaling €400 million. The EIB's loan also enables NWB Bank to offer smaller projects and clients the opportunity to benefit from inexpensive EIB financing, for which they would otherwise be ineligible. At the end of 2016, the EIB and NWB Bank signed another loan agreement that amounted to €250 million, which was made available in 2017 by the EIB to NWB Bank, which in turn invested €500 million in enhancing the sustainability of social housing and in achieving the objectives of the water authorities (concerning the circular economy). In 2019, the EIB and NWB Bank signed a loan agreement that amounted to €100 million, with which €200 million is available for investments of the water authorities. The loans represent a continuation of the collaboration between NWB Bank and the EIB entered into at the end of 2015, through which €1 billion in social housing, environmental, knowledge economy and water sector projects have meanwhile been financed. The collaboration was initiated not only for the purpose of exchanging knowledge and experience but also providing the Dutch public sector with more attractive financing. In 2018, NWB Bank entered into a special partnership with the Council of Europe Development Bank ('**CEB**') for the same purposes. In March 2018, the CEB granted a €300 million loan to NWB Bank in order to finance public infrastructure, social housing and energy efficiency investments across the Netherlands. In 2018 €150 million was used and the same amount in 2019. With this, €600 million for additional investments is mobilized.

As at 31 December 2019, NWB Bank had a market share of approximately 17% of the Dutch municipal sector as measured by aggregate loans and advances made. As at 31 December 2019, NWB Bank also benefited from high market shares in lending to Dutch housing associations (approximately 39%), Dutch water authorities (approximately 86%) and drinking water companies (23%) and Dutch healthcare entities (approximately 29%) as measured by aggregate loans and advances made.<sup>18</sup> NWB Bank expanded its market share in the Dutch water authorities sector

<sup>17</sup> These comparisons with the Issuer's competitors are mainly based on an analysis of (i) figures provided by the Centraal Bureau voor Statistiek, (ii) figures provided by WSW and Stichting Waarborgfonds voor de Zorgsector ('**WfZ**') respectively, and (iii) publications, such as annual reports, of the Issuer's main competitors like BNG.

<sup>18</sup> The Issuer's market shares are mainly based on an analysis of figures provided by the Centraal Bureau voor Statistiek, WSW and WfZ.

(2018: approximately 83%), drinking water companies (2018: approximately 16%) and municipal authorities (2018: approximately 15%), while market shares for the Dutch housing sector and healthcare entities remained at the high level of previous years. NWB Bank competes on the basis of favorable pricing and swift response to its clients' needs.

## Products and Services

### *Loans and Advances*

NWB Bank's primary business is providing loans and advances to Dutch public sector institutions and to financing projects and companies in the public water sector, as well as sustainable energy projects. NWB Bank's borrowers are mainly public authorities and institutions to which funds are lent under the guarantee of public authorities. In addition, NWB Bank holds an interest-bearing securities portfolio comprising RMBS notes that are guaranteed under the National Mortgage Guarantee scheme and bonds issued or guaranteed by public sector institutions. A smaller proportion of loans is provided to Dutch utility companies including drinking water companies. Credit exposure on loans and advances to public authorities is extremely low as the majority of the loans and the securities portfolio consist of receivables from or guaranteed by public authorities with a 0% risk weighting from DNB making it 'solvency-free'. NWB Bank has never suffered a loan loss. NWB Bank also lends in limited amounts to governments in other Western European countries applying the same quality standards as for domestic lending. NWB Bank's Articles of Association prohibit all lending to privately owned entities, except that NWB Bank is permitted to provide long-term financing in a PPP model or (project) finance in the field of water or sustainable energy. Loans to be extended under this PPP or sustainable energy model carry a higher weighted credit risk. The first export credit guaranteed loans and (secondary) PPP transactions were provided in 2015. Any PPP and sustainable energy portfolio would be restricted to a volume that will only have a limited effect on NWB Bank's exposure to risk-weighted assets.

Against the backdrop of the global economic and financial crisis followed by the Eurozone sovereign debt crisis, NWB Bank's strong capital position and continued access to the capital markets and other financing sources ensured that NWB Bank was in a position to maintain and reinforce its position as a stable and reliable lender to its clients, which allowed it to continue to provide long-term funding to local authorities and public sector institutions at competitive rates. NWB Bank has maintained this position against the current backdrop of economic recovery.

The continued economic recovery in Europe and the Netherlands following the global economic and financial crisis have resulted in GDP growth, lower unemployment rates and more stable property markets, which has moderately raised investment and consumer spending. In 2019, NWB Bank's long-term lending volumes to the public sector increased from €7.4 billion in 2018 to €10.2 billion in 2019. As a result of the recovering economic conditions of the past several years, NWB Bank maintained its position as a leading lender to the Dutch public sector with new long-term lending<sup>19</sup> to clients of €7.250 million (excluding interest rate revisions), €3,996 million and €4,742 million in 2019, 2018 and 2017, respectively. See also 'Operating and Financial Review – Selected Balance Sheet Items at 31 December 2019, 31 December 2018 and 31 December 2017 – General'.

The table below sets forth NWB Bank's new long-term lending (and the amount thereof subject to capital adequacy requirements) in 2019, 2018 and 2017.<sup>20</sup>

	Outstanding as of December 31, 2019	New long-term Lending			Of which subject to capital adequacy requirements			
		2019	2018	2017	Total	2019	2018	2017
(in millions of €)								
Water authorities.....	6.501	774	316	615	-	-	-	-
Municipal authorities ...	5.346	1.356	1.058	644	-	-	-	-
Social housing corporations.....	30.813	2.995	1.979	1.882	-	-	-	-
Healthcare institutions .	2.053	179	156	143	-	-	-	-
Joint schemes.....	722	218	51	394	102	102	-	-
Government-controlled limited liability companies .....	753	749	229	77	10	3	5	2
Other.....	1.523	981	257	242	1.187	729	293	165
Total.....	47.711	7.250	4.046	3.996	984	320	514	150

<sup>19</sup> The term 'new long-term lending' includes the aggregate nominal amount of new loans to clients for the stated period.

<sup>20</sup> Derived from NWB Bank's internal management information.



	Outstanding as of December 31, 2019	New long-term Lending			Of which subject to capital adequacy requirements			
		2019	2018	2017	Total	2019	2018	2017
		(in millions of €)						
Growth in new long-term lending of which solvency-free	-	6.096	3.729	3.935		-	-	-

In 2019, NWB Bank carried out no RMBS notes transactions guaranteed under the National Mortgage Guarantee. In 2019, besides granting new loans to clients, NWB Bank invested €287 million in covered bonds with a risk weight of 10%.

#### *Other Services*

NWB Bank also provides payment services and fund transfers. NWB Bank offers these services exclusively to its shareholders, the majority of which are water authorities.

#### **Clients**

##### *Social Housing*

NWB Bank provides long-term loans to social housing associations all of which are guaranteed by WSW, a social housing fund whose purpose is to enable housing associations that qualify as registered institutions (*toegelaten instellingen*) to borrow funds at reduced costs in order to facilitate their role in the social housing market. WSW can guarantee (*zich borg stellen*) payment obligations of registered institutions that fulfill certain conditions set by WSW and are registered participants of WSW. The State of the Netherlands and a number of Dutch municipalities have committed to provide WSW with interest free loans in case WSW's liquidity forecast shows that, taking into account reasonably expected claims against WSW in its capacity as guarantor and any other reasonably expected claims against WSW, the net assets of WSW would be less than 0.25% of the total amount guaranteed by WSW.<sup>21</sup> S&P and Moody's have assigned WSW a rating of AAA (Stable outlook) and Aaa (Stable outlook), respectively.

According to Statistics Netherlands (*Centraal Bureau voor de Statistiek*), the national statistical office, as of 1 January 2020, housing associations owned approximately 2.3 million dwellings, which was approximately 29% of the total stock of houses in the Netherlands. The housing associations meet their funding needs through borrowing from banks, such as NWB Bank, and generate income through the collection of rents and through the sales of housing and condominium projects, which includes both rental properties and privately owned homes. The Dutch Authority Housing Associations is responsible for the financial supervision of this sector. WSW guaranteed loans are 0% risk weighted by DNB.

##### *Water Authorities*

NWB Bank's share in the Dutch water authority loan market remains high. Water authorities are local government authorities with control of a region's water resource management. Netherlands water authorities have a similar legal status to Dutch municipalities. Their functions vary depending on location and size, but their responsibilities generally include water charging and financing, managing bulk water supply, water quality, control of urban waste water and flood control. The water authorities receive financing primarily from NWB Bank and also benefit from government funding. They generate revenues from taxes levied on users. Although the water authorities do not benefit from a public guarantee scheme, they have nonetheless been designated as having a 0% risk weight.

##### *Municipal and Provincial Authorities*

A significant component of NWB Bank's client base is comprised of municipal and provincial governments in the Netherlands. Dutch local authorities are usually not individually rated by ratings agencies and are generally unable to access the capital markets directly. Accordingly, local authorities usually manage their funding needs by borrowing

<sup>21</sup> This information is based on public information provided by WSW through [www.wsw.nl](http://www.wsw.nl).

from each other or from individual lenders such as NWB Bank and BNG. The local authorities repay their loans using income raised from local taxes and fees received for local services. Loans to Dutch municipalities are 0% risk weight.

#### *Healthcare Institutions*

NWB Bank provides financing solutions to public and semi-public healthcare institutions such as hospitals. NWB Bank only provides financing to the healthcare sector if repayment is guaranteed by WfZ or otherwise assured by a local public authority. WfZ can guarantee (*zich borg stellen*) payment obligations of certain entities which exploit accredited (*toegelaten*) health care institutions, fulfill the conditions set by WfZ and are registered participants of WfZ. Subject to certain other conditions, the State of the Netherlands has committed to provide WfZ with loans if WfZ's assets less liabilities (as calculated pursuant to WfZ's agreement with the State of the Netherlands) fall below certain pre-determined levels.<sup>22</sup> S&P has assigned WfZ a rating of AAA (Stable outlook).

#### *Other Public Utilities*

A relatively small proportion of loans is provided to other Dutch utility companies. These utilities have their own credit ratings. Depending on the nature of the loans to utilities they carry a risk weighting by DNB of between 20% and 100%. For example, loans provided to Dutch drinking water companies carry a 100% weighted credit risk.

#### **Ratings**

NWB Bank's long-term debt securities are rated AAA (Stable outlook) by S&P and Aaa (Stable outlook) by Moody's.

On 18 February 2019, S&P affirmed the AAA long-term rating of NWB Bank and its 'stable' outlook and on 25 November 2019, Moody's affirmed its Aaa long-term rating and 'stable' outlook.

Any rating action taken by S&P or Moody's with respect to the State of the Netherlands would be expected to impact NWB Bank's ratings.

According to S&P, an obligation rated 'AAA' by S&P has the highest rating. The obligor's capacity to meet its financial commitment on the obligation is extremely strong.

Moody's long-term ratings are assigned to obligations with an original maturity of one year or more and reflect both on the likelihood of a default on contractually promised payments and the expected financial loss suffered in the event of default. According to Moody's, obligations rated 'Aaa' are judged to be of the highest quality and subject to the lowest level of credit risk.

Series of Notes issued under the Program may be rated or unrated. Where a Series of Notes is rated, such rating will not necessarily be the same as the ratings assigned to the Program. A security 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. As of the date of this Base Prospectus, each of S&P and Moody's is established in the European Union and is registered under the CRA Regulation. The rating of a certain Series of Notes to be issued under the Program, if applicable, will be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to such Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed clearly and prominently in the Final Terms. See 'Risk Factors – Factors that may affect NWB Bank's ability to fulfill its obligations under the Notes – Ratings downgrades and other ratings actions could have an adverse impact on NWB Bank's operations and financial condition' and 'Risk Factors – Risks Related to the market for the Notes – Credit rating risk'.

#### **Employees**

NWB Bank had 66 employees (63 employees on a full-time equivalent basis) (including the three members of the Managing Board) as at 31 December 2019, all of which were employed in the Netherlands. Substantially all of NWB Bank's employees are subject to collective labor agreements covering the banking industries. NWB Bank believes that its employee relations are good.

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<sup>22</sup> This information is based on public information provided by WfZ through [www.wfz.nl](http://www.wfz.nl).

## Risk Management

Risk management has a central role in NWB Bank's organization. Risk awareness is an important element of NWB Bank's business culture and is embedded in NWB Bank's long-term strategy aimed at solidity. The organization is designed to identify risks at an early stage, analyze them, set sensible limits and monitor those limits. NWB Bank's strategy places strict requirements on risk management as well as on the organization and enforcement of adequate internal controls. NWB Bank has adopted an organization-wide approach to risk management and its control. The Executive Committee sets the risk management parameters. Within these parameters, the Asset and Liability Committee ('ALCO'), the Credit Committee and the Non-Financial Risk Committee make decisions on the risks of NWB Bank. As an important element of its supervisory role, the Supervisory Board, and in particular the Audit Committee and Risk Committee of the Supervisory Board, evaluates the management of the risks associated with the banking operations. See 'Risk Factors – NWB Bank's risk management methods may leave it exposed to unidentified, unanticipated or incorrectly quantified risks, which could lead to material losses or material increases in liabilities'.

NWB Bank's most important financial risks are interest rate, liquidity and credit risks. NWB Bank employs a very prudent approach to managing these risks. NWB Bank believes that its internal risk controls and risk management systems are adequate and effective. The Dutch Banking Code (2010) (*Code Banken*), a self-regulation which was drawn up by the Dutch Banking Association (*Nederlandse Vereniging van Banken*, 'NVB') and originates from recommendations of the Dutch Advisory Committee on the Future of Banks in response to the global economic and financial crisis, and the amendments to the Dutch Corporate Governance Code offer guidance for improving risk management processes. In 2014, the NVB revised the Code Banken. This new Dutch Banking Code (2014) entered into force on 1 January 2015 and is designed to make a contribution to public trust in banks and their role in the community. The principles in the updated Banking Code emphasize the importance of sound and ethical operation by banks and set this out in certain principles for (i) the executive board, (ii) the supervisory board, (iii) risk management, (iv) audit and (v) remuneration.

In accordance with the initial Code Banken's recommendations, which took effect on 1 January 2010, NWB Bank, amongst others, defined its risk appetite more specifically, set up a program for continuing education for the members of the Managing Board and Supervisory Board and further formalized the product approval process. In conformity with the Code Banken, NWB Bank has a risk appetite in place, which documents the degree and areas in which NWB Bank is prepared to accept risks in reaching its strategic objectives. NWB Bank's risk appetite is approved by the Supervisory Board. In order to adhere to the revised code, NWB Bank revised its regulations for its Managing Board, Supervisory Board, Audit and Risk Committee and the Remuneration and Appointment Committee. Further, all NWB Bank employees took the banker's oath, on the basis of which employees will be subjected to the disciplinary rules and the updated Code of Conduct. Similarly, all members of the Managing Board and Supervisory Board took the banker's oath that included a declaration regarding disciplinary rules.

The product approval process, which is followed whenever new products are launched, new markets are entered into or new services are offered, involves a review of transparency and risk management. Where the launch of a new product or service or the entry of a new market has a substantial impact on NWB Bank's risk profile or strategy, approval from the Supervisory Board is required.

### *Management of Main Risks*

Interest rate risk is monitored on a daily basis using DV01 limits, an earnings-at-risk model and a gap analysis, and, on a periodic basis, using scenario analysis. Outcomes from positions adopted are analyzed using a profit forecast, interest margin analysis and performance analysis. The DV01 analysis is used as a measure of total-term interest rate risk. DV01 is an absolute measure derived from duration, indicating the change in price or fair value, expressed in monetary units, of the instrument caused by a one basis point (0.01%) change in the yield curve. A system of DV01 limits applies to the overall interest rate risk position and NWB Bank's related strategy, which is based on NWB Bank's level of return agreed with the shareholders. The strategic position is independent of any vision on interest rate developments. The interest rate sensitivity of the portfolio to which macro hedging is applied is monitored on the basis of DV01s for various time intervals. To manage spread risk related to the refinancing of NWB Bank, a spread DV01 measure and concomitant limit apply indicating a maturity mismatch between funding and lending. The spread DV01 is quantified on the basis of the interest rate sensitivity of all long-term lending and funding. At year-end 2019, NWB Bank's entire portfolio was within the DV01 limit set.

NWB Bank assesses its short-term interest rate risk by use of the earnings-at-risk measure. This is a simulation measure, comparing the expected net interest income or loss for the next twelve months under various interest rate scenarios with the outcome calculated using a base case scenario. At year-end 2019, the outcomes for these scenarios were within the limits set. NWB Bank's policy is to manage the interest rate risk bank-wide by using interest rate swaps and other derivative instruments for both the asset and the liability side of the balance sheet. Under the agreements governing these derivative instruments, NWB Bank agrees to exchange, at specified intervals, the difference between fixed and variable interest rates calculated by reference to an agreed-upon notional amount.

NWB Bank's liquidity position is monitored daily. The aim of liquidity management is to ensure that there are sufficient funds available for NWB Bank to meet not only foreseen, but also unforeseen financial commitments. NWB Bank's management is informed daily by means of a liquidity gap analysis, containing differences between the cash flows receivable and payable. NWB Bank's liquidity position is subject to a system of limits. The framework for liquidity risks was modified in certain respects in 2013, prompted in part by the Basel III liquidity ratios, the LCR and the NSFR, which are prescribed under CRD IV and the CRR. This framework may further be amended as a result of the EU Banking Reforms. DNB requires Dutch banks to maintain a minimum LCR of 100% as at the effective date of 1 October 2015. The EU Banking Reforms provide for a minimum NSFR requirement, but it is currently not clear yet from what date this requirement will be applicable. At year-end 2019, NWB Bank satisfied the minimum requirements of both the LCR and NSFR.

NWB Bank has a 'recovery plan' describing its crisis management organization and the recovery measures available to it in a financial crisis. NWB Bank's recovery plan is approved by ECB and will be updated annually, in line with the BRRD and SRM Regulation.

With regard to credit risk, NWB Bank focuses on maintaining an extremely high-quality loan portfolio. NWB Bank principally lends to governments and government-backed institutions. It also provides loans to government-affiliated clients without government guarantees. NWB Bank also lends in limited amounts to governments in other Western European countries, particularly with a view to increasing the liquidity portfolio, applying the same quality standards as for domestic lending. NWB Bank applies no credit limits for Dutch public authorities. Other loans are included in the credit assessment system of NWB Bank. If a credit limit is set for a counterparty it is adjusted at least annually in line with the latest developments. NWB Bank has never suffered a loan loss. To manage the interest rate and currency risks, NWB Bank uses derivatives. To limit the credit risks associated with these derivatives as much as possible, NWB Bank, in principle, only enters into transactions with counterparties with an A rating at a minimum and limits are set to minimize the total exposure from derivatives.

Transactions NWB Bank enters into with financial counterparties, give rise to counterparty risks. These are confined by imposing limits and using a framework of standard requirements, as well as by concluding risk-mitigating netting and collateral agreements with financial counterparties. Portfolio management, monitoring and collateral management have been stepped up over recent years with respect to individual derivatives portfolios for all counterparties, as well as for the total derivatives portfolio. For example, risk concentrations in the swap portfolio are assessed and adjusted in terms of both interest-rate sensitivities and fair value and the associated collateral balance for each counterparty. Since the end of 2013, the fair valuation of swaps has included a credit valuation adjustment, which represents the fair value of the counterparty risk in relation to derivatives or, in other words, the likelihood of the counterparty defaulting and the loss that is expected to occur as a result. With the entry into force of CRD IV on 1 January 2014, a 'CVA capital charge' was introduced, entailing the enhanced allocation of capital to possible CVA changes. In order to comply with EU Regulation 648/2012 on over-the-counter ('OTC') derivatives, central counterparties and trade repositories (commonly known as the European Market Infrastructure Regulation, or 'EMIR'), NWB Bank is clearing new interest rate swaps since 2016 at the central counterparty (CCP) through clearing members.

The main components of operational risks of NWB Bank are losses incurred due to disruptions of the information system, transaction processing and settlement systems, and ineffective procedures, particularly with respect to new services or products, as well as fraudulent and/or unauthorized actions on the part of staff or third parties. These risks are actively monitored and managed.

For further information on NWB Bank's risk management policies please see note 33 'Risk management' to the Financial Information incorporated by reference herein.

## **Dividends**

In 2019, NWB Bank's Managing Board decided to resume the payment of dividend for the 2018 financial year in anticipation of the amendments to the CRR, which sets out a proportional calculation of the leverage ratio for promotional banks. In April 2020, NWB Bank announced that it will distribute €55 million (for 2018: €20 million) in dividends to its shareholders for the 2019 financial year. As a result of the amendments to the CRR, the leverage ratio for NWB Bank was 15.4% as at year-end 2019, which is amply above the minimum requirement of 3%. Payment of the dividend, however, will only take place after the 1st of October 2020. NWB Bank made this decision following consultation with the ECB, which strongly called upon all its supervised institutions to do so during the COVID-19 pandemic.

### **Managing Board, Executive Committee and Supervisory Board**

The Managing Board currently consists of three members, the Executive Committee currently consists of four members and the Supervisory Board currently consists of seven members.

The tables below set forth the members of the Managing Board and the Supervisory Board, their year of birth, the year of their initial appointment and their position. The members of the Supervisory Board and the Managing Board are appointed by the Annual General Meeting of Shareholders on the nomination of the Supervisory Board. All members of the Managing Board and the Supervisory Board have their business address at the registered office of NWB Bank.

#### *Managing Board*

<b>Name</b>	<b>Born</b>	<b>Appointed</b>	<b>Position</b>
L.M.T. van Velden	1964	2010 <sup>23</sup>	Chair
J.M. de Bruijne	1974	2018	Member
F.J. van der Vliet	1967	2012	Member

#### *Supervisory Board*

<b>Name</b>	<b>Born</b>	<b>Appointed</b>	<b>Position</b>
J. Kellermann	1960	2020	Chair
M.B.G.M. Oostendorp	1956	2012	Deputy Chair
A.M. Ottolini	1958	2019	Member
P.C. van Hoeken	1961	2015	Member
A.J.B. van der Klugt	1956	2017	Member
G.J.M. van den Maagdenberg	1961	2017	Member
M.J. Schepers	1960	2016	Member

Set out below are brief biographies of the members of the Managing Board and the Supervisory Board. Members of the Managing Board are generally appointed for a four year period and can be reappointed for a further term of four years. Members of the Supervisory Board are generally appointed for a four year period and can be reappointed not more than once for a further term of four years, unless special circumstances justify a second reappointment.

#### **Managing Board**

##### *Mrs. L.M.T. van Velden, Chair*

Appointed as Chair of the Managing Board at the Annual General Meeting held on 19 April 2018. Mrs. van Velden has been a member of the Managing Board of NWB Bank since 1 January 2010 and was first appointed as member of the Managing Board on 23 April 2009. At the general meeting held on 20 April 2017 Mrs. van Velden was reappointed for a third term commencing as of 1 January 2018. Mrs. van Velden is also a member of the Supervisory Board of the Centraal Beheer General Pension Fund and a member of the Supervisory Board of PharmAccess Foundation.

##### *Mr. J.M. de Bruijne, Member*

<sup>23</sup> Appointed as Chairman of the Managing Board at the Annual General Meeting held on 19 April 2018.

Appointed to the Managing Board on 29 October 2018 (and commenced as a Managing Board member as of 1 December 2018). Mr. de Bruijne's appointment as a member of the Managing Board is for a four year period. Mr. de Bruijne was appointed at an Extraordinary General Meeting of Shareholders.

*Mr. F.J. van der Vliet, Member*

Appointed to the Managing Board on 24 November 2011 (and commenced as a Managing Board member as of 1 January 2012). Mr. van der Vliet's appointment as a member of the Managing Board is for a four year period. Mr. van der Vliet was reappointed at the 2015 Annual General Meeting of Shareholders as of January 2016. At the general meeting held on 18 April 2019 Mr. van der Vliet was reappointed for a third term commencing as of 1 January 2020.

### **Executive Committee**

NWB Bank's Executive Committee consists of the members of the Managing Board (as described above) and A.G. van Eijl.

*Mr. A.G. van Eijl*

Appointed as a member of the Executive Committee (non-statutory) as of 1 November 2018. Mr. van Eijl has been Head of Risk Management of NWB Bank since 2013.

### **Supervisory Board**

Name:	J. (Joanne) <i>Kellerman</i> (60) <sup>4)5)6)</sup>
Position:	Chairman
Year of first appointment:	2020
Term of office ends in:	2024
Principal position:	Chair of the Pension Fund Zorg & Welzijn (PFZW)
Relevant other positions:	Member of the Supervisory Board of Aflatoun International Member of the Board of P.R.I.M.E. Finance Foundation Chair of the Board of Trustees University Utrecht Member of the Board of Trustees Veerstichting Advisory Council on International Affairs, Member of the Committee on European Integration, Ministerie van Buitenlandse Zaken

Name:	<i>M.B.G.M. (Maurice) Oostendorp</i> (63) <sup>1)5)</sup>
Position:	Deputy Chair
Year of first appointment:	2012 (EGM)
Term of office ends in:	2021
Principal position:	Chief Executive Officer of de Volksbank N.V.
Relevant other positions:	Chair of the Advisory Council of Women in Financial Services (WIFS) Treasurer of the Board of NVB (Dutch Banking Association)

Name:	<i>P.C. (Petra) van Hoeken</i> (59) <sup>2)4)</sup>
Year of first appointment:	2015
Term of office ends in:	2023
Principal position:	Member of the Executive Committee/Chief Risk Officer of Intertrust Group
Relevant other positions:	Member of the North America Board of Directors & North America Board Risk Committee of Utrecht-America Holdings, Inc. Member of the Executive Board and Audit Committee of Oranje Fonds Member of the Supervisory board of DLL Group Member of the Board of Directors of Nordea Bank Abp

Name: *A.J.B. (Toon) van der Klugt (64)*<sup>3)</sup>  
 Year of first appointment: 2017 (EGM)  
 Term of office ends in: 2022  
 Principal position: Water Reeve at Schieland en de Krimpenerwaard Water Authority  
 Relevant other positions: Director-owner of Orsilcom B.V.  
 Deputy-Chair and Secretary of Stichting Administratiekantoor Vreugdenhil-Klugt Beheer  
 Chair of the Regionale Belasting Groep (de RBG)

Name: *G.J.M. (Frida) van den Maagdenberg (59)*<sup>5)</sup>  
 Year of first appointment: 2017  
 Term of office ends in: 2021  
 Principal positions: Board member of Academisch Medisch Centrum  
 Board member of VU Medisch Centrum  
 Relevant other positions: Member of the Supervisory Board Nederlandse Loterij  
 Member of the Central Planning Committee of the Netherlands Bureau for Economic Policy Analysis (CPB)  
 Member of the Supervisory Board of the Netherlands Institute for Health Services Research (NIVEL)

Name: *A.M. (Annette) Ottolini (61)*<sup>6)</sup>  
 Year of first appointment: 2019  
 Term of office ends in: 2023  
 Principal position: Chief Executive Officer of Evides Waterbedrijf  
 Relevant other positions: Member of the Supervisory Board of Delfluent B.V.  
 Member of the Supervisory Board of Spaarnelanden N.V.  
 Board member of Water for Life  
 Board member of Deltalinqs  
 Board member of Stichting Rotterdam Philharmonic Festival

Name: *M.J. (Manfred) Schepers (60)*<sup>4)5)</sup>  
 Year of first appointment: 2016  
 Term of office ends in: 2024  
 Last position held: Vice-President and Chief Financial Officer at European Bank for Reconstruction and Development, London  
 Relevant other positions: Member of the Supervisory Board of Van Lanschot Kempen  
 Member of the Investment Committee of European Fund for Strategic Investments (EFSI)  
 Member of the Board of Fotowatio Renewable Ventures B.V.  
 Member of the Board of Almar Water Solutions B.V.  
 Project manager of Impact Loan Exchange ILX, Cardano Development  
 Chair of the Board of Het Compagnie Fonds, National Maritime Museum  
 Advisory Board member of Amsterdam Institute of Finance  
 Member of the Board of Governors of UWC Atlantic College  
 Trustee of UWC Dilijan, Armenia and UWC Maastricht

- 1) Chair of the Audit Committee
- 2) Chair of the Risk Committee
- 3) Chair of the Remuneration and Appointment Committee
- 4) Member of the Audit Committee
- 5) Member of the Risk Committee
- 6) Member of the Remuneration and Appointment Committee

### ***Managing Board and Other Members of Senior Management***

Lidwin van Velden, Chair of the Managing Board and Executive Committee, CEO  
 Frenk van der Vliet, Member of the Managing Board and Executive Committee, CCO  
 Melchior de Bruijne, Member of the Managing Board and Executive Committee, CFO  
 Ard van Eijl, Member of the Executive Committee, CRO  
 Marian Bauman, human resource & facility management  
 Peter Bax, back office  
 Bas van Eenige, business change management  
 Reinout Hoogendoorn, internal audit  
 Leon Knoester, public finance  
 Marc-Jan Kroes, finance & control  
 Tom Meuwissen, treasury  
 Gemma Righolt, it  
 Heleen van Rooijen, legal & corporate affairs

### ***Conflicts of Interest***

As of date of this Base Prospectus, no members of the Managing Board, the Supervisory Board and members of Senior Management have any actual or potential conflict of interest between their duties to NWB Bank and their private interests and/or other duties. Should any potential conflicts of interest arise, the procedures set out below would apply.

### ***Potential Conflicts of Interest – Managing Board***

The Dutch Corporate Governance Code, to which NWB Bank voluntarily adheres, requires that any conflict of interest or apparent conflict of interest between NWB Bank and the Managing Board members shall be avoided. The members of the Managing Board aim to avoid any form or semblance of conflicting interests in the performance of their duties. The regulations of the Managing Board contain a provision that a member of the Managing Board who is confronted with a potential conflict of interest must report it to the Supervisory Board and the other members of the Managing Board and provide all relevant information relating to such potential conflict of interest. A determination as to a conflict of interest is made by the Supervisory Board. The relevant member of the Managing Board will not participate in the deliberations or decision-making regarding the subject in question. In case of a potential conflict of interest, the relevant transactions will be disclosed in NWB Bank's annual report. At present there are no potential conflicts of interest.

It is possible that in the future Managing Board memberships and additional positions of members of the Managing Board can lead to conflicting interests in the performance of duties. Should that be the case, then the above described procedure will be followed.

### ***Potential Conflicts of Interest – Supervisory Board***

The Dutch Corporate Governance Code, to which NWB Bank voluntarily adheres, requires that any conflict of interest or apparent conflict of interest between NWB Bank and the Supervisory Board members shall be avoided. Decisions to enter into transactions involving conflicting interests of Supervisory Board members that are of material significance to NWB Bank and/or the relevant Supervisory Board members require the approval of the Supervisory Board.

The regulations of the Supervisory Board contain a provision that a Supervisory Board member who is confronted with a potential conflict of interest must report any such instance to the Supervisory Board and provide all relevant information relating to such potential conflict of interest. It is stipulated that the Supervisory Board member in question



will not take part in the deliberations or the decision-making regarding the matter. In case of a potential conflict of interest, the relevant transactions will be disclosed in NWB Bank's annual report. At present there are no potential conflicts of interest.

It is possible that in the future Supervisory Board memberships and additional positions of members of the Supervisory Board can lead to conflicting interests in the performance of duties. Should that be the case, then the above described procedure will be followed.

## **Supervision and Regulation**

### ***European Supervision and Regulation***

#### ***Capital Requirements Directive***

In December 2010, the Basel Committee on Banking Supervision published Basel III. Basel III is being implemented in the EU through the CRD IV Directive and the CRR and aims to create a sounder and safer financial system. The CRD IV Directive governs amongst other things the market access to banking activities while the CRR establishes the majority of prudential requirements institutions need to respect.

The CRR entered into force on 1 January 2014, and has direct effect in the Netherlands. The CRD IV Directive was implemented in Dutch law per 1 August 2014. A number of the requirements introduced under CRD IV will be further supplemented through the Regulatory and Implementing Technical Standards (RTSs/ITSs) produced by the EBA.

CRD IV, in implementing Basel III, is intended to increase the quality and quantity of capital, requires increased capital against derivative positions and introduces a capital conservation buffer, a counter-cyclical buffer, systemic risk buffer, a new liquidity framework (LCR) and net stable funding ratio (NSFR) as well as a leverage ratio. The LCR addresses the sufficiency of high quality liquid assets to meet short-term liquidity needs under a specified acute stress scenario which may not fall below 100% of the estimated net cash outflows for the following 30 days. The NSFR requires that banks maintain a stable funding profile in relation to their on- and off-balance sheet activities, i.e. that long-term assets are covered with sufficient stable funding. The leverage ratio is defined as Tier-1 capital divided by a measure of non-risk weighted assets (including specific off-balance sheet items).

In May 2019, a further package of reforms to CRD IV, the BRRD and the SRM Regulation was adopted in the form of the EU Banking Reforms, including measures to increase the resilience of EU institutions and enhance financial stability. The EU Banking Reform are wide-ranging and cover multiple areas, including a binding 3% leverage ratio, the introduction of a binding detailed NSFR, permission for reducing own funds and eligible liabilities, macroprudential tools, a new category of 'non-preferred' senior debt, the implementation of the TLAC standard, the amendment of a number of aspects of the MREL framework to align it with the TLAC standard, and the transposition of the FRTB conclusions into EU legislation. As such, the EU Banking Reforms may affect NWB Bank (including with regard to the MREL it is required to maintain) and the Notes (including with regard to their ranking in insolvency and their being at risk of being bailed-in) The EU Banking Reforms have entered into force on 27 June 2019. Most of the new rules in respect of CRD IV will apply from 28 June 2021 and those in respect of the BRRD and SRM Regulation will apply by the end of 2020, subject in certain cases to transposition in the Member States.

The EU Banking Reforms applies a proportional application of the leverage ratio requirement for promotional banks such as NWB Bank (in October 2014, DNB qualified NWB Bank as a 'promotional lender' within the framework of the liquidity coverage requirements under the CRR. As a result, NWB Bank's debt securities qualify as high quality liquid assets level 1). The leverage requirement under the EU Banking Reforms will become applicable to NWB in June 2021. To date NWB Bank has managed its balance sheet and regulatory capital (its balance sheet leverage ratio as at 31 December 2019 was 15.4% (2.4% not adjusted for promotional assets)) on the basis that substantially all of its assets carry a zero-risk weighting. NWB Bank expects to be able to rely on aforementioned proportional application. Should it inadvertently not be able to, it could be required, depending on the applicability of the binding leverage ratio of 3% adopted as part of the EU Banking Reforms and any permitted relevant adjustments or relief in respect of calculating NWB Bank's leverage ratio, either to significantly increase its Tier-1 capital or reduce its lending to comply with such ratio. In order to increase its Tier-1 capital, in addition to retaining profits, NWB Bank has issued and may issue other capital instruments, such as Additional Tier 1 instruments, which carry a higher cost of funding than its existing long-term debt. Having to increase Tier-1 capital and/or reduce lending could have an adverse effect on NWB Bank's business and/or results of operations.

Additionally, on 7 December 2017, the Basel Committee published the Basel III Reforms (informally referred to as Basel IV). The substance of the proposals is that banks will be left with less discretion to apply their internal risk models to determine the amount of capital to be held. The Basel III Reforms furthermore include revisions to the standardised approaches for credit risk, operational risk and CVA. The impact of the Basel III Reforms remains subject to considerable uncertainty and transposition by the EU legislature. Any amendments resulting from the Basel III Reforms and possible future reforms are likely to affect rules contained in CRD IV and/or the application of CRD IV and the rules and regulations based thereon. However, since NWB Bank uses a standardized approach to determine the amount of capital to be held, the Basel III Reforms are unlikely to cause insurmountable problems for NWB Bank.

### *Deposit Guarantee Schemes*

On 2 July 2014, a new Directive 2014/49/EU (**‘DGS Directive’**) on deposit guarantee schemes entered into force. The DGS Directive amends Directive 94/19/EC and regulates amongst others the harmonization of the ex-ante financing of the deposit guarantee schemes, the harmonization of the maximum payment of €100,000 under a deposit guarantee scheme, the cross-border cooperation of (foreign) deposit guarantee schemes, more transparency for depositors, the verification of claims by the deposit guarantee schemes and the reimbursement in the event of a bank failure. The legislation implementing the DGS Directive in the Netherlands entered into force on 26 November 2015. As a result, NWB Bank and other financial institutions are required to pay (ex-ante) risk-weighted contributions into a fund to cover future drawings under the deposit guarantee scheme. The fund is expected to grow to a target size of 0.8% of all deposits guaranteed under the scheme. The target size should be reached in 2024. The costs associated with potential future ex-ante contributions may vary from time to time, and will depend on the methodology used to calculate risk-weighting, but may be significant.

On 24 November 2015, the European Commission proposed a euro-area wide insurance scheme for bank deposits to be implemented in three phases: reinsurance, co-insurance and full insurance (**‘EDIS’**). The EDIS proposal builds on the existing framework of national DGSs, under which depositors would benefit from the same levels of protection. EDIS would be filled by contributions owed and paid by banks directly to the SRB, as manager of EDIS, and calculated and invoiced by participating DGSs. It is not clear yet in what final form and when EDIS will come into effect, but such contributions may impact NWB Bank’s results of operations.

### *MiFID*

In April 2004, the Markets in Financial Instruments Directive 2004/39/EC (**‘MiFID’**) came into force. It streamlines supervision on the basis of home country control and enhances the transparency of markets. Furthermore, MiFID harmonizes conduct of business rules, including best execution, conflict of interest and customer order handling rules for investment services with respect to financial instruments. MiFID abolishes the concentration rule, creating a more competitive regime between order execution venues. It furthermore imposes market transparency rules on investment firms, regulated markets and multilateral trading systems for both pre- and post-trading for equities. MiFID also has consequences for intermediaries in financial products. It envisages, *inter alia*, a way to harmonize regulation in respect of commission payments. MiFID prescribes inducement rules which should lead to appropriate commissions. These rules are intended to better protect customers if they wish to purchase financial instruments and to avoid reward-driven advice issued by intermediaries since intermediaries are often paid by the provider of the financial product. MiFID has been amended by a directive (Directive 2014/65/EU, as amended **‘MiFID II’**) and a regulation (Regulation 600/2014, **‘MiFIR’**). MiFID II and MiFIR provide for, among others, more extensive powers to supervisory authorities, increased market infrastructure and reporting requirements, more robust investor protection and increased equity and non-equity market transparency. MiFID II and MiFIR entered into force on 3 January 2018.

### *PSD*

In November 2007, the Payment Services Directive 2007/64/EC (**‘PSD’**) was formally adopted. The PSD aims to open up payment services to competition from newly licensed payments institutions and to increase consumer protection by introducing information requirements and uniform operational rules for payment service providers. The PSD, applicable in the European Union to all payments in Euro and other Member States’ currencies, lays the foundation for the creation of a single market in payments and constitutes the legal framework for a single Euro payments area. On 24 July 2013, the European Commission published a proposal for a revised payment services directive (**‘PSD2’**). PSD2 broadens the scope of the existing PSD and captures a wider range of payment services and

payment transactions. In addition, PSD introduces new responsibility and liability provisions. On 25 November 2015, PSD2 was adopted by the European Parliament and the Council and it was implemented in the Netherlands on 19 February 2019.

### *Anti-Money Laundering*

Directive 2005/60/EC of the European Parliament and of the Council of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing ('**AML3**') was implemented in the Netherlands by means of the Prevention of Money Laundering and the Financing of Terrorism Act (*Wet ter voorkoming van witwassen en financieren van terrorisme*, '**Wwft**'). The Wwft applies to financial institutions (e.g. banks, investment firms and investment fund managers) and aims to prevent laundering of the proceeds of crime and the financing of terrorism. The Wwft introduced a risk-oriented and principle-based approach, under which all measures aimed at preventing money laundering must be applied on a proportionate basis, depending on the type and risk of customer, business and other considerations.

On 1 January 2007, Regulation (EC) No 1781/2006 of the European Parliament and of the Council of 15 November 2006 on information on the payer accompanying transfers of funds, which transposes Special Recommendation VII on 'wire transfers' of the Financial Action Task Force into EU legislation, came into force. The regulation sets out rules on information on the payer accompanying transfers of funds, in order to allow basic information to be immediately available to the authorities responsible for combating money laundering and terrorist financing.

On 26 June 2015, Directive EU 2015/849 of the European Parliament and of the Council of 20 May 2015 on the prevention of the use of the financial system for the purposes of AML3, amending Regulation (EU) No 648/2012 of the European Parliament and of the Council, and repealing Directive 2005/60/EC of the European Parliament and of the Council and Commission Directive 2006/70/EC ('**AML4**') entered into force, enhancing the existing EU measures to prevent money laundering and the financing of terrorism. In the Netherlands, AML4 is mainly implemented by amending the Wwft. Important changes relate to the additional requirements for identification and verification of the ultimate beneficial owner, the extension of the definition of politically exposed persons, and the supervision of correct application of the AML4 outside the EU.

On 20 May 2015, Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on information accompanying transfers of funds and repealing Regulation (EC) No 1781/2006 was adopted, which aims to secure 'due traceability' of these transfers. This regulation replaces Regulation 1781/2006 and entered into force as of 26 June 2017.

On 9 July 2018, Directive EU 2018/843 of the European Parliament and of the Council of 30 May 2018 amending Directive EU 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, and amending Directives 2009/138/EC and 2013/36/EU ('**AML5**') entered into force. AML5 enhances the powers of EU Financial Intelligence Units (FIU), and facilitating increasing transparency on who really owns companies and trusts via ultimate beneficial owners registers, prevent risks associated with the use of virtual currencies for terrorist financing and limiting the use of pre-paid cards, improve the safeguards for financial transactions to and from high-risk third countries, enhance the access of FIUs to information, including centralised bank account registers, and ensure centralised national bank and payment account registers or central data retrieval systems in all Member States. Member States had to transpose AML5 in their national laws and regulation by 10 January 2020. The Netherlands has not made this deadline, and aims to implement AML5 in national laws in Q2 of 2020.

On 12 November 2018, Directive (EU) 2018/1673 of the European Parliament and of the Council of 23 October 2018 on combating money laundering by criminal law ('**AML6**') was published. AML6 is intended to complement and reinforce AML4 by laying down minimum rules on criminal liability for money laundering. It must be implemented by the Member States in their national legislation by 3 December 2020.

### *EMIR*

EMIR entered into force on 16 August 2012. EMIR aims to increase transparency regarding OTC derivatives, reduce counterparty credit risks under OTC derivative transactions and reduce operational risks in relation to those transactions. In line with this aim, EMIR establishes certain requirements for OTC derivative contracts, including (i)

mandatory clearing obligations, (ii) the mandatory exchange of initial and/or variation margin (the initial margin requirements still being phased-in), (iii) other risk-mitigation techniques for OTC derivative contracts not cleared by a central counterparty ('CCP') and (iv) reporting requirements.

Recently adopted reforms to EMIR have introduced changes to the reporting requirements and the application of clearing thresholds for non-financial counterparties, as well as the introductions of clearing thresholds for financial counterparties. Furthermore, the central clearing of OTC derivatives with central counterparties established in the UK is subject to ongoing developments and uncertainties in the context of Brexit, including due to recent revisions to EMIR's regulatory framework for non-EU central counterparties.

#### *Single Supervisory Mechanism*

The SSM is one of the elements of the Banking Union. The SSM creates a new system of financial supervision comprising the ECB and the national competent authorities of participating EU countries. Among these EU countries are those whose currency is the euro and those whose currency is not the euro but who have decided to enter into close cooperation with the SSM. Under the new system of supervision, the ECB directly supervises significant credit institutions as of 4 November 2014. Specific tasks relating to the prudential supervision of credit institutions have been conferred on the ECB by a regulation (Regulation 1024/2013, '**SSM Regulation**'). The SSM Regulation entered into force on 4 November 2014.

NWB Bank is considered a 'significant credit institution' under the SSM and is therefore subject to direct supervision by the ECB. The ECB is the competent authority responsible for supervising significant credit institutions' compliance with the prudential requirements including (among other things) (i) own funds requirements, the LCR, the NSFR, the leverage ratio and the reporting and public disclosure of information on these matters, as set out in CRR and (ii) the requirements to have in place robust governance arrangements, including fit and proper requirements for the persons responsible for the management of the bank, remuneration policies and practices and effective internal capital adequacy assessment. In this context, the ECB will apply the rules and requirements of the CRR and the Dutch implementation of CRD IV in the DFSA to the Dutch significant credit institutions. DNB will remain the supervisory authority in respect of tasks not conferred to the ECB. This includes, amongst other things, payment systems and the preventing of money laundering and terrorist financing pursuant to the Act on the Prevention of Money Laundering and Terrorist Financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*).

#### *Bank Recovery and Resolution Directive*

The BRRD and the SRM Regulation provide for the European framework for the recovery and resolution of (amongst others) ailing banks, certain investment firms and certain of their group entities.

The BRRD has been transposed into Netherlands law pursuant to the Act implementing the European framework for the recovery and resolution of banks and investment firms (*Implementatiewet Europees kader voor herstel en afwikkeling van banken en beleggingsondernemingen*), which entered into force on 26 November 2015. NWB Bank is subject to the BRRD as implemented in Netherlands law.

The SRM Regulation applies to banks subject to the SSM pursuant to Council Regulation (EU) No 1024/2013 and Regulation (EU) No 1022/2013, such as NWB Bank, and provides for a single resolution framework in respect of such banks. The SRM Regulation is applicable since 1 January 2016 and prevails over the implementation in national law of the BRRD where it concerns the resolution of such banks. The SRM Regulation also provides for the establishment of a SRB, which will be responsible for the effective and consistent functioning of the SRM. The SRB acts as the competent resolution authority for significant banks under the SSM, such as NWB Bank, and is in that capacity responsible for adopting resolution decisions in respect of such banks.

The BRRD, as implemented in Netherlands law, provides DNB in its capacity as competent national resolution authority with the powers necessary to implement the resolution decisions taken by the SRB in respect of significant banks in the Netherlands, such as NWB Bank. In addition, the ECB, as the competent supervisory authority in respect of significant banks, is allowed to take certain recovery measures in the event the financial condition of a bank is deteriorating (subject to further conditions). Such measures could pertain, amongst others, to a change of the legal or operational structure, the removal of (individuals within) senior management or the management body and the appointment of a temporary administrator.

If NWB Bank would be deemed no longer viable (or one or more other conditions apply) the SRB may decide to write-down, cancel or convert relevant capital instruments of NWB Bank into shares or other instruments of ownership, independently or in combination with a resolution action. The SRB shall ensure that DNB will exercise the write-down and conversion powers pursuant to the BRRD, as implemented in Netherlands law, in order to write-down, cancel or convert the relevant capital instruments into shares or other instruments of ownership, and in accordance with a certain order of priority.

If NWB Bank would be deemed to be failing or likely to fail and the other resolution conditions would also be met, the SRB may decide to place NWB Bank under resolution. As part of the resolution scheme to be adopted by the SRB, it may decide to apply certain resolution tools, subject to the general resolution objectives and principles laid down in the SRM Regulation. These resolution tools include the sale of business tool, the bridge institution tool and the asset separation tool, each of which, in summary, provides for a transfer of certain assets and/or liabilities of the institution under resolution to a third party. In addition, the SRM provides for the bail-in tool. The bail-in tool may be applied to recapitalise NWB Bank or convert to equity or reduce the principal amount of claims or debt instruments of NWB Bank that have been transferred pursuant to one of the aforementioned transfer tools. The bail-in tool extends further than the relevant capital instruments of NWB Bank, and may also result in the write-down or conversion of eligible liabilities of NWB Bank in accordance with a certain order of priority. In order to ensure the effectiveness of the bail-in tool, the SRM prescribes at all times a MREL which may be subject to the bail-in tool.

According to the SRM Regulation, the national resolution authorities shall take the necessary action to implement decisions of the SRB. They shall exercise their powers granted to them under the BRRD, as implemented in national law. In addition to the resolution powers described above, DNB has been granted certain other resolution and ancillary powers to implement any resolution decision by the SRB in respect of NWB Bank. It may for instance decide to terminate or amend any agreement (including a debt instrument) to which NWB Bank is a party or replace NWB Bank as a party thereto. Furthermore, DNB may, subject to certain conditions, suspend the exercise of certain rights of counterparties vis-à-vis NWB Bank or suspend the performance of payment or delivery obligations of NWB Bank. In addition, pursuant to Netherlands law, certain counterparty rights may be excluded in the event such rights come into existence or become enforceable as a result of any recovery or resolution measure or any event in connection therewith (subject to further conditions).

Without prejudice to the above, the SRB has decided that with regard to NWB Bank a simplified obligations plan under the SRM Regulation / BRRD will be applied. This means that the SRB's resolution plan for NWB Bank is for NWB Bank to be liquidated in accordance with the Dutch insolvency rules and regulations rather than through a resolution procedure. The SRB may however deviate from this plan and take any of the abovementioned resolution actions.

The EU Banking Reforms include various amendments to the BRRD and SRM framework. Among others, the EU Banking Reforms will amend the MREL framework to align it with the global total loss-absorbing capacity ('TLAC') standard. The TLAC standard aims to ensure that G-SIBs have sufficient loss-absorbing and recapitalization capacity available in resolution. The EU Banking Reforms also introduce of changes to the MREL rules applicable to non-G-SIBs such as NWB Bank, including (without limitation) the criteria for the eligibility of liabilities for MREL. Furthermore, MREL requirements will be imposed on a (non G-SIB) bank-specific basis. The EU Banking Reforms also resulted in an amendment to a bank creditors' insolvency ranking, enabling banks to issue debt in a new statutory category of unsecured debt, ranking just below the most senior debt and other senior liabilities for the purposes of resolution, while still being part of the senior unsecured debt category. The EU Banking Reforms will also result in the addition of a tool allowing for the suspension of certain contractual obligations for a short period of time prior to any resolution proceedings. As such, the EU Banking Reforms may affect NWB Bank (including with regard to the MREL it must maintain) and the Notes (including with regard to their ranking in insolvency and their being at risk of being bailed-in). The amendments to the BRRD and SRM Framework are expected to enter into force by the end of 2020 (subject to implementation of the BRRD's amendments in national laws and regulations).

#### *Benchmark Regulation*

Under the Benchmark Regulation, new requirements apply with respect to the provision of a wide range of benchmarks (such as EURIBOR or LIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union. As a supervised entity and user of benchmarks within the meaning of the Benchmark Regulation, NWB Bank, has to comply with certain obligations under the Benchmark Regulation in respect of in-scope products

and contracts. This includes the obligation to produce and maintain a robust written plan among others setting out the actions NWB Bank would take in the event a benchmark materially changes or ceases to be provided. This plan is commonly referred to as a fallback plan and NWB Bank has produced and is maintaining such a plan. NWB Bank is also required to ensure that it only makes use of authorized benchmarks and that its contracts include appropriate fallback language. NWB Bank runs the risk that it is not able to timely amend its contracts and switch from the use of unauthorised benchmarks to authorised benchmarks and paying and/or receiving a similar rate of interest (both in its internal processes as well as in its external products and investments). This may affect NWB Bank's financial and compliance position.

## **Dutch Supervision and Regulation**

### *Dutch Financial Supervision Act*

The Dutch regulation for financial supervision is laid down in and based on the provisions of the DFSA, which came into effect on 1 January 2007. The DFSA is partly based on European directives and regulations.

DNB's prudential supervision is aimed at ensuring the financial soundness of financial undertakings, including banks, and contributes to the stability of the financial sector. In order to achieve this, DNB protects the interests of bank creditors, policyholders, investors and financial services customers of financial enterprises. Prudential supervision comprises solvency and liquidity supervision designed to review whether financial enterprises can meet their payment obligations. The supervision aims to reduce the risk of bankruptcy. In case of breach of prudential rules of the DFSA, DNB or the ECB (depending on whether supervision in respect of a particular requirement has been conferred to the ECB or not) may, *inter alia*, issue directions, impose fines and publish information on any imposed sanctions and the context. The rules on prudential supervision are further described below. The exercise of supervision by the ECB pursuant to the SSM and the exercise of resolution powers by the SRB pursuant to the SRM are further described above.

The AFM's conduct supervision focuses on ensuring orderly and transparent financial market processes, proper relationships between market participants and the exercise of due care by financial enterprises in dealing with customers. As part of this, the conduct supervision intends to minimize the potential information gap between providers of financial services and products, and their customers. In case of a breach of conduct rules pursuant to the DFSA, the AFM may, *inter alia*, issue directions, impose fines and publish information on any imposed sanctions and the context thereof.

### *NWB Bank License under the DFSA*

Pursuant to the DFSA, no enterprise or institution established in the Netherlands may pursue the business of a bank unless it has obtained a banking license from DNB. NWB Bank holds a Dutch banking license pursuant to Article 2:11 in conjunction with Article 2:13 of the DFSA to perform banking services in the Netherlands such as granting credits. NWB Bank may also provide investment services under its banking license.

### *Qualified Holding*

An interest or control of 10% or more (a qualified holding) in a Dutch licensed bank requires a declaration of no objection issued by the ECB. In addition, a bank requires a declaration of no objection for specific acts, for example if it wishes to reduce its own funds or to alter its financial or corporate structure. With respect to the rules for obtaining a declaration of no objection, see the summary of CRD IV above.

Aside from the declaration of no objection requirement for qualified holdings in financial enterprises, banks holding specific participating interests may also be required to apply for a declaration of no objection. Such is the case if the participating interest exceeds a given threshold value, for example, when the participating interest constitutes more than 1% of the balance sheet total of the receiving bank. These declarations of no objection are to be issued by DNB.

### *Banker's Oath / Disciplinary Scheme*

In 2013, the bankers' oath, an ethics statement for the financial industry, was introduced in the DFSA (pursuant to the Bankers' Oath Regulation (*Regeling eed of belofte financiële sector*)) for a financial institution's day-to-day policy makers and supervisory board members. As of 1 April 2015 the scope of people required to take the oath or solemn

affirmation has been broadened to include any person that works under the responsibility of a bank in the Netherlands and has an employment contract with a bank or otherwise contributes to the substantial business of the bank.

The Dutch Banking Association (Nederlandse Vereniging van Banken, ‘**NVB**’) has established a Disciplinary Regulation (*tuchtreglement*) that lays down the consequences of breaching certain conduct rules and procedures for filing a complaint against individual employees. Employees of a bank must adhere to this disciplinary scheme and the conduct rules, by signing a disciplinary scheme declaration pursuant to the DFSA.

#### *Dutch Banking Code (2014)*

The NVB has revised the Dutch Banking Code 2010. The new Dutch Banking Code 2014 (**‘Banking Code’**) entered into force on 1 January 2015 and is designed to make a contribution to public trust in banks and their role in the community. The principles in the updated Banking Code emphasize the importance of sound and ethical operations by banks and set this out in certain principles for (i) the executive board, (ii) the supervisory board, (iii) risk management, (iv) audit and (v) remuneration.

#### *Dutch Intervention Act*

The Dutch Intervention Act (*Wet bijzondere maatregelen financiële ondernemingen* or *Interventiewet*) provides the Dutch Minister of Finance with certain powers to intervene in a bank established in the Netherlands, such as NWB Bank, if the Dutch Minister of Finance deems that the stability of the financial system is in serious and immediate danger due to the situation that bank is in. These powers may result in the expropriation by the Dutch State of assets or liabilities of NWB Bank, claims against NWB Bank, and securities issued by or with the cooperation of NWB Bank. Also, the Dutch Minister of Finance may take certain immediate measures which may deviate from statutory provisions or from the articles of association of NWB Bank. As a result of the entry into force of the SRM and the implementation of the BRRD, the foregoing powers have been referred to by the Dutch legislature as constituting state emergency regulations and it is expected that these will only be applied if the SRM and BRRD regime would not be effective. The exclusion of certain rights against NWB Bank, as discussed above with respect to the BRRD, applies similarly in this context.

#### *Dutch Bank Levy*

In 2012, the Netherlands introduced a bank levy under the Dutch Banking Tax Act (*Wet Bankenbelasting*). NWB Bank qualifies as a tax payer under the Dutch Banking Tax Act. In 2019, 2018 and 2017, the tax owed (including resolution levy) was €22.4 million, €27.4 million and €27.7 million, respectively.

## CAPITALIZATION

	As of 31 December 2019 <sup>(1)</sup> (€ millions)
<b>Short-term debt (&lt;1 year)</b>	
Banks <sup>(2)</sup> .....	850
Short-term debt securities <sup>(3)</sup> .....	15.807
Funds entrusted <sup>(4)</sup> .....	106
Total short-term debt .....	<u>16.763</u>
<b>Long-term debt (&gt;1 year)</b>	
Bank loans <sup>(5)</sup> .....	796
Bonds <sup>(6)</sup> .....	57.482
Funds entrusted <sup>(7)</sup> .....	6.696
Subordinated debt <sup>(8)</sup> .....	326
Total long-term debt .....	<u>65.299</u>
<b>Shareholders' equity</b>	
Share capital .....	7
Revaluation reserves .....	1
General reserve .....	1,693
Profit for the year .....	95
Total shareholders' equity .....	<u>1,796</u>
Total long- and short-term debt and shareholders' equity .....	<u>83.859</u>

- (1) The information in this table is derived from the last published financial information of the Issuer. There has not been any material change in the Issuer's capitalization since 31 December 2019.
- (2) Banks consist of liabilities, other than embedded debt securities, due to domestic and foreign banks. The collateral included in this item concerns collateral held under collateral arrangements related to derivative contracts. See note 18 to the Financial Information for the year ended 31 December 2019.
- (3) Short-term debt securities consists of commercial paper. See note 20 to the Financial Information for the year ended 31 December 2019.
- (4) Funds entrusted consists of liabilities due to parties other than banks. See note 19 to the Financial Information for the year ended 31 December 2019.
- (5) Bank loans consists of long-term loans carried at amortized cost under Banks. See note 18 to the Financial Information for the year ended 31 December 2019.
- (6) Bonds consists of issuances under the Program and issuances under the Issuer's other programs. See note 20 to the Financial Information for the year ended 31 December 2019. Issuances and any redemptions to date since 31 December 2019 have not been reflected in this table.
- (7) Funds entrusted consists of liabilities due to parties other than banks. See note 19 to the Financial Information for the year ended 31 December 2019.
- (8) Subordinated debt consists of hybrid capital qualifying as additional Tier 1 capital. See note 26 to the Financial Information for the year ended 31 December 2019.



## SELECTED FINANCIAL DATA

NWB Bank's audited financial information as at and for the years ended 31 December 2019, 2018 and 2017 set out or incorporated by reference herein (the '**Financial Information**') has been prepared in accordance with generally accepted accounting principles in the Netherlands prepared on the basis of Title 9 of Book 2 of the Dutch Civil Code and the Dutch Accounting Standards ('**DAS**') as issued by the Dutch Accounting Standards Board ('**DASB**') (hereinafter collectively '**Dutch GAAP**'). The financial information for the years ended 31 December 2019, 31 December 2018 and 31 December 2017 have been audited by Ernst & Young Accountants LLP ('**Ernst & Young**'). Unless otherwise indicated, the financial information in this Base Prospectus relating to NWB Bank has been derived from the Financial Information.

NWB Bank prepared its financial statements in accordance with IFRS-EU from 2005 through 2010, applying the fair value option under IFRS EU. Under IFRS EU applied with fair value option, a large portion of NWB Bank's loans was designated and stated at fair value through profit or loss. Under this accounting method, changes in market value of NWB Bank's loans, including changes in value caused by interest spreads, had the potential to result in substantial unrealized gains and losses. In 2011 NWB Bank decided to prepare its financial statements in accordance with Dutch GAAP with effect from 1 January 2011 in order to better reflect its position as a public-sector bank. NWB Bank elected to convert to Dutch GAAP, because IFRS EU did not provide for the possibility to cease applying the fair value option on a retrospective basis. Dutch GAAP has several specific choices in respect of the measurement and recognition of gains and losses on financial instruments. The measurement and recognition choices depend on the category in which the financial instrument is classified. Under Dutch GAAP, NWB Bank measures its loans (granted and funded) at amortized cost and continues to measure its derivatives at fair value and subsequently applies fair value hedge accounting.

The differences between applying Dutch GAAP and IFRS EU (if IFRS EU is applied without the fair value option, but with hedge accounting) are minimal. As a general policy, NWB Bank applies the options under Dutch GAAP to enable maximum convergence with IFRS EU. NWB Bank believes that Dutch GAAP provides it with a better and fairer alternative compared to accounting under IFRS EU and when used, appropriately reflects a true and fair view of its financial position and results in its financial statements.

The following table sets out certain selected financial data as at and for the years ended 31 December 2019, 2018, 2017, 2016 and 2015 prepared in accordance with Dutch GAAP.

	As at and for the year ended 31 December				
	2019	2018	2017	2016	2015
	(€ millions, except percentages and per share data)				
<b>Balance Sheet</b>					
Long-term loans and advances .....	49,436	47,644	47,840	49,1669	49,134
Equity .....	1,741	1,726	1,628	1,507	1,399
Total assets .....	96,205	83,716	87,123	94,414	91,314
Risk-weighted assets .....	3,277	1,550	1,593	1,821	1,421
<b>Results</b>					
Net interest income .....	213	234	276	218	177
Results from financial transactions .....	(39)	(48)	(58)	(25)	(6)
Operating income .....	174	186	218	193	171
Total operating expenses <sup>(1)</sup> .....	49	49	48	44	39
Income tax expense .....	41	37	47	42	37
Net profit .....	95	100	123	107	95
<b>Dividends</b>					
Dividend distribution .....	55	20	0	0	0
<b>Ratios (%)</b>					
Tier 1 ratio <sup>(2)</sup> .....	62.6	73.8	72.5 <sup>(3)</sup>	61.2 <sup>(3)</sup>	79.8 <sup>(3)</sup>
Cost/income ratio <sup>(4)</sup> .....	15.5	11.8	9.2	9.7	10.5
Capital ratio <sup>(5)</sup> .....	1.8	2.1	1.9	1.6	1.5
Leverage ratio <sup>(6)</sup> .....	15.4	-	-	-	-

	As at and for the year ended 31 December				
	2019	2018	2017	2016	2015
	(€ millions, except percentages and per share data)				
Leverage ratio (not adjusted for promotional assets) <sup>(7)</sup> .....	2.4	2.6	2.5	2.3	2.1
Liquidity coverage ratio <sup>(8)</sup> .....	204	222	179	146	134
Net stable funding ratio <sup>(9)</sup> .....	118	129	126	123	117

(1) Including bank tax. For 2019, 2018 and 2017, total operating expenses also includes NWB Bank's payments to the SRF.

(2) Equity including revaluation reserves as a percentage of credit and operational risk weighted amounts.

(3) With the Capital Requirements Regulation and Directive (CRR/CRD IV) having taken effect on 1 January 2014, the Tier 1 ratio dropped by approximately a quarter, due to the introduction of the Credit Valuation Adjustment (CVA) capital charge.

(4) Operating expenses (total operating expenses excluding bank tax and resolution levy) as a percentage of income.

(5) Equity as a percentage of total assets.

(6) Including profit for the financial year less dividend, taking into account the calculation for promotional banks according to CRR II as of 27 June 2019.

(7) Tier-1 capital divided by a measure of non-risk weighted assets (including specific off-balance sheet items).

(8) The LCR addresses the sufficiency of high quality liquid assets to meet short-term liquidity needs under a specified acute stress scenario which may not fall below 100% of the estimated net cash outflows for the following 30 days. See 'Operating and Financial Review – Liquidity and Capital Resources – Capital Management'.

(9) The NSFR requires that banks maintain a stable funding profile in relation to their on- and off-balance sheet activities, i.e. that long-term assets are covered with sufficient stable funding. See 'Operating and Financial Review – Liquidity and Capital Resources – Capital Management'.

## OPERATING AND FINANCIAL REVIEW

*The following operating and financial review is intended to convey management's perspective on the operating performance and financial condition of NWB Bank during the periods under review, as measured in accordance with Dutch GAAP. This disclosure is intended to assist readers in understanding and interpreting the Financial Information of NWB Bank incorporated by reference in this Base Prospectus. The discussion should be read in conjunction with the Financial Information of NWB Bank and the accompanying notes which are incorporated by reference in this Base Prospectus.*

*This discussion and analysis contains forward-looking statements that involve risks and uncertainties. NWB Bank's actual results could differ materially from those anticipated in these forward-looking statements as a result of various factors, including those discussed below and elsewhere in this Base Prospectus, particularly under the headings 'Risk Factors' and 'Cautionary Statement Regarding Forward-looking Statements'.*

*In this operating and financial review, references to '2019', '2018' and '2017' refer to the years ended 31 December 2019, 2018 and 2017, respectively.*

### Overview

NWB Bank is a specialized lender to the public sector primarily in the Netherlands, providing short-term and long-term financing to water authorities, municipal and provincial authorities as well as to other public sector institutions such as social housing corporations, healthcare and educational institutions. NWB Bank believes it is a key bank for the Dutch public sector, fulfilling a critical role supported by the Dutch State.

### Principal Factors Affecting Results of Operations

#### *General economic conditions*

The outlook for the global economy deteriorated at the start of 2020 with the International Monetary Fund ('IMF') now forecasting the worst recession since the Great Depression, surpassing even the downturn experienced during the global financial crisis a decade ago.<sup>24</sup> This is chiefly, as a result of a highly-infectious novel coronavirus named COVID-19 which was first identified in Wuhan, People's Republic of China in late 2019. Spreading quickly to other regions of the world, COVID-19 was declared a global pandemic by the World Health Organization on 11 March 2020. Various countries across the world have introduced measures aimed at preventing the further spread of the COVID-19 virus, such as a ban on public events with over a certain number of attendees, temporary closure of places where larger groups of people gather such as schools, sports facilities and bars and restaurants, lockdowns, border controls and travel and other restrictions. Such measures have disrupted the normal flow of business operations in those countries and regions, which include NWB Bank's primary market of the Netherlands, affected global supply chains and resulted in uncertainty across the global economy and financial markets.

In addition to measures aimed at preventing the further spread of the COVID-19 virus, governments in various countries have introduced measures aimed at mitigating the economic consequences of the outbreak. The Dutch government has announced economic measures aimed at protecting jobs, households' wages and companies, such as by way of tax payment holidays, guarantee schemes and a compensation scheme for heavily affected sectors in the economy.

Governments, regulators and central banks, including ECB and DNB, have also announced that they are taking or considering measures in order to safeguard the stability of the financial sector, to prevent lending to the business sector from being severely impaired and to ensure the payment system continues to function properly. In a press release issued on 17 March 2020, the DNB announced that it had decided to temporarily give banks additional leeway to continue business lending and absorb potential losses.

The exact ramifications of the COVID-19 outbreak are highly uncertain and it is difficult to predict the further spread or duration of the pandemic and the economic effects thereof, or the effect of current or any future measures aimed at preventing further spread of the virus and at limiting damage to the economy and financial markets, whether direct or indirect, such as by increasing sovereign debt of certain countries which may result in increased volatility and

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<sup>24</sup> Source: International Monetary Fund: World Economic Outlook 2020.

widening credit spreads. See ‘– *NWB Bank’s business and results of operations may be negatively affected by actual or perceived local and global economic and financial market conditions*’.

Forecasts of growth in 2019 and 2020 for some of the largest European economies were in the process of being significantly revised at the start of 2020. Germany was set to suffer weaker industrial production following global trade disputes and disruptions to supply chains. Italy has been facing a slowing business investment and a softening labor market and France has been experiencing lower public and private investment and slower growth in private consumption. The forecasts for the three largest economies in the Eurozone, as well as the Eurozone in general are now expected to be severely affected by a prolonged disruption and lockdown caused by the COVID-19 pandemic. The IMF is expecting real GDP in Germany, France, Italy and Spain to contract by 7.0%, 7.2%, 9.1% and 8.0%, respectively.<sup>25</sup> The potential impact of a sovereign default on the Eurozone countries, including the potential that some Member States could leave the Eurozone (either voluntarily or involuntarily), continues to raise concerns about the ongoing viability of the euro currency and the EMU. In an attempt to mitigate the economic fallout caused by the COVID-19 pandemic, various fiscal initiatives as well as an expanded quantitative easing (‘QE’) program of the ECB have been implemented. These measures are designed to improve confidence in Eurozone equities and encourage private bank lending however there remains considerable uncertainty as to whether such measures, will be sufficient to ensure economic recovery or avert the threat of sovereign default.

The United Kingdom officially withdrew from the European Union on 31 January 2020 (commonly referred to as Brexit). The relationship between the United Kingdom and the EU remains uncertain during the ongoing transition period, which largely maintains current arrangements and provides time for the UK and the EU to negotiate the details of their future relationship. The transition period is currently expected to end on 31 December 2020, and, if no agreement is reached, the default scenario would be a non-negotiated Brexit. In the event of a non-negotiated Brexit, the UK will depart the EU with no agreements in place beyond any temporary arrangements which have been or may be put in place by the EU or individual EU Member States, and the UK as part of no-deal contingency efforts and those conferred by mutual membership of the World Trade Organization. Accordingly, there continues to be uncertainty with respect to the process surrounding Brexit and the outcome of the ongoing Brexit negotiations, including any related regulatory changes, and over the future economic relationship between the UK and the rest of the world (including the EU). The COVID-19 pandemic has also put into question whether the negotiations can be concluded in 2020 and whether there is political appetite to extend the transition period for further negotiations. This uncertainty is likely to create further volatility in the markets which could in turn have an adverse impact on NWB Bank’s ability to access wholesale markets or result in an increased cost of funding. See ‘– *A weakening of economic growth in Europe and the uncertainties surrounding the United Kingdom’s exit from the European Union, may adversely affect NWB Bank’s business and results of operations*’.

The Dutch economy saw growth in 2017, 2018 and 2019. In 2019, the government’s budget deficit continued to remain under the ceiling of 3% of gross domestic product (GDP), and the Dutch EMU debt continued to remain below the threshold of 60% of GDP. GDP in the Netherlands increased by 1.8% in 2019 compared with an increase of 2.5% in 2018.<sup>26</sup> However, the COVID-19 pandemic is expected to result in a decline in GDP in 2020 within a range of -1.2% and -7.3% depending on the measures taken by authorities to support the economy through fiscal and monetary policy initiatives coupled with public health measures and restrictions imposed to contain and manage the spread of the COVID-19 virus.<sup>27</sup> The IMF is forecasting a decline in real GDP for the Netherlands of around 7.5%.<sup>28</sup> The exportation of goods and services increased by 3.8% in 2019 compared to a 1.8% decrease in 2018, and projections suggest it is set to decrease within a range of -0.8% and -7.5% in 2020.<sup>29</sup> Government consumption as a percentage of GDP remained stable at approximately 24.8% in 2019 when compared with 2018.<sup>30</sup> Investments in tangible fixed assets were 8% greater in December 2019 than in December 2018, mainly driven by an increase in investments in passenger cars and aircraft.<sup>31</sup> In 2019, the average number of people unemployed in the Netherlands decreased to 3.4% of the working population, from 3.8% in 2018 (2017: 4.9%). The impact of the expected recession will cause unemployment in the Netherlands to either increase slightly or significantly (worst case scenario is an expected unemployment rate of a 9%).<sup>32</sup> In contrast, the IMF is forecasting an unemployment rate for the Dutch working

25 Source: IMF: World Economic Outlook 2020.

26 Source: Statistics Netherlands (*Centraal Bureau voor de Statistiek*).

27 Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

28 Source: IMF: World Economic Outlook 2020.

29 Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

30 Source: Statistics Netherlands (*Centraal Bureau voor de Statistiek*).

31 Source: Statistics Netherlands (*Centraal Bureau voor de Statistiek*).

32 Source: CPB Netherlands Bureau for Economic Policy Analysis (*Centraal Planbureau*).

population of 6.5%.<sup>33</sup> Inflation in the Netherlands was approximately 2.7% in 2019 (2018: 1.6%; 2017: 1.3%), and projections suggest it is set to decrease to within a range of 0.6% and 1.2% in 2020.<sup>34</sup> The increasing inflation rate in 2019 was influenced by VAT increase and higher energy costs. In the Eurozone as a whole, inflation edged up slightly for the year-end 2019 to 1.6% (2018: 1.5%; 2017: 1.5%).<sup>35</sup> The IMF is forecasting an inflation rate of 0.5% for the Netherlands in 2020.<sup>36</sup>

As evidenced by the statistics above, economic recovery in Europe and the Netherlands following the global economic and financial crisis has generally resulted in GDP growth, lower unemployment rates and more stable property markets, which has moderately raised investment and consumer spending. Although the Dutch economy improved in 2018 and 2019, volatility resulting from factors such as changes in interest rates, securities prices, credit and liquidity spreads, exchange rates, consumer spending, business investment, real estate valuations, government spending, inflation, the capital markets and other destabilizing forces such as geopolitical tensions or acts of terrorism, all in combination with, or as a result of the effects of, the COVID-19 epidemic, is expected to create a significantly less favorable environment for NWB Bank's public sector clientele in 2020.

NWB Bank's long-term lending volumes increased in 2019. This was primarily due to an increase in NWB Bank's clients having increased financing needs. See also 'Nederlandse Waterschapsbank N.V. – Competition' and 'Risk Factors – NWB Bank is exposed to certain concentration risks in its loan portfolio' above and '– Selected Balance Sheet Items at 31 December 2019, 31 December 2018 and 31 December 2017 – General' below.

NWB Bank believes that economic and market conditions in the Netherlands and Western Europe in general will continue to affect NWB Bank's results of operations. In particular, NWB Bank's ability to generate revenues and expand its loan portfolio in the future largely depends on good economic and market circumstances within the Netherlands, which in turn is reliant on good economic and market in Western Europe. For more information relating to macro-economic risks to NWB Bank, see 'Risk Factors – NWB Bank's business and results of operations may be negatively affected by actual or perceived local and global economic and financial market conditions' and 'Risk Factors – A weakening of economic growth in Europe and the uncertainties surrounding the United Kingdom's exit from the European Union, may adversely affect NWB Bank's business and results of operations'.

#### *Regulatory changes and operating expenses*

Increased regulatory burdens, stricter requirements imposed by supervisory authorities, the change to prudential supervision by the ECB, the implementation of the European market infrastructure regulation, the transition to the single European payments area, the introduction of the bank tax, and more complex accounting rules contributed to an increase in NWB Bank's operating expenses in recent years, which was partly of a permanent nature. NWB Bank has increased its permanent workforce and temporary employees over the past three years (the average number of FTEs (including the Managing Board) increased from 57.2 in 2017 to 65.2 in 2018 but decreased in 2019 to 62.8 owing to several vacancies) in connection with the foregoing and in order to manage increasingly complex operations such as risk management, compliance and ICT, as well as to more intensively support new growth and development projects and activities. In 2019, NWB Bank maintained its international funding activities, in particular its Euro and U.S. Dollar commercial paper programs and intensified its customer relations. Operating expenses increased by €1 million to €49 million in 2018 (2017: €48 million) and remained at this level of €49 million in 2019.

Furthermore, pursuant to the BRRD and SRM Regulation, NWB Bank is required to make contributions to the SRF. The SRF is funded by ex-ante annual contributions from credit institutions in participating EU countries, such as NWB Bank. The SRF will be built up over a period of eight years starting from the year 2016 to reach a target level of at least 1% of the amount of covered deposits of all credit institutions authorized in all the participating EU countries. These contributions increase NWB Bank's operating expenses. In 2019, NWB Bank's contribution to the SRF amounted to €5.3 million before tax (2018: €9.7 million), excluding an irrevocable obligation of €0.9 million (2018: €1.7 million).

#### *Borrowing and debt obligations*

<sup>33</sup> Source: IMF: World Economic Outlook 2020.

<sup>34</sup> Source: CPB Netherlands Bureau for Economic Policy Analysis (Centraal Planbureau).

<sup>35</sup> Source: Eurostat.

<sup>36</sup> Source: IMF: World Economic Outlook 2020.

The U.S. Federal Reserve ended its quantitative easing program in October 2014 and in December 2015 raised its target range for the federal funds rate for the first time since June 2006. In December 2016, the U.S. Federal Reserve raised its target range for the federal funds rate by 25 basis points, to a range of 0.50% to 0.75%, with further increases in each of March, June, September and December 2018. In response to slowing growth, however, the U.S. Federal Reserve reduced the federal funds rate in August, September and October 2019. In response to the impact of the COVID-19 outbreak significant cuts were made in March 2020. The target range for the federal funds rate after these cuts is forecast to be 0% to 0.25%. Further, both the U.S. Federal Reserve and the ECB have aggressively expanded asset purchase programs. Globally, central banks have committed to new and expanded asset purchase programs for as long as necessary to reinforce the accommodative impact of its policy rates.

NWB Bank has been able to maintain a good funding record during period from 2017 to 2019 with a diversified investor base and well spread tenors. Throughout this period NWB Bank has been able to access the capital markets, raising €9.9 billion in long-term funding in 2019 compared with €10.4 billion and €12.8 billion in 2018 and 2017, respectively. In 2017, NWB Bank issued its first so-called 'Affordable Housing Bond' ('AHB') of €2 billion in June 2017, followed by a €600 million AHB in August 2017, a €500 million AHB in April 2018, a €1 billion AHB in September 2018 and a €600 million AHB in November 2018. In 2019 NWB Bank rebranded the Affordable Housing Bonds into the 'SDG Housing Bonds' to signal the transition from a social bond to a sustainable bond. NWB Bank issued a 10-year €1 billion SDG Housing Bond, followed by an 8-year €1 billion and a 6-year 200 million Swedish Krona SDG Housing Bonds. The proceeds of these SDG Housing Bonds are specifically used for the financing of social housing and aim to provide affordable housing to citizens with a low to average income and at the same time enhance social wellbeing and create liveable communities. NWB Bank also issued more 'green bonds' or 'Waterbonds' in January and December 2018, of which the proceeds are used to finance projects of water authorities that contribute to climate mitigation, climate adaption and biodiversity. These Waterbonds were issued in Swedish Krona and US dollar and amounted to €645 million after conversion to Euros. In 2019 NWB Bank issued a 15-year €500 million Water Bond and a 6-year 200 million Swedish Krona Waterbond, combined amounting to approximately €519 million after conversion to Euros.

NWB Bank's Aaa and AAA ratings by Moody's and Standard & Poor's, have had and continue to have, a significant effect on NWB Bank's cost of funding, as well as the cost of funding to its principal customers. In 2019, funding spreads remained unchanged for most of the year only to tighten towards the end of the year. The fact that the ECB ended its QE program in December 2018 did not have a noticeable effect on demand for NWB Bank debt and NWB Bank continued to achieve favorable funding rates in 2019.

In 2019, the average maturity of the new debt securities was 7.6 years, down by 0.8 years from 8.4 years in 2018.

Of the €9.9 billion raised in 2019, 27% was raised in U.S. Dollars, 68% was raised in Euros and the remainder was raised in British pounds, Australian dollars, Swedish Krona and New Zealand Dollars.

This compares to 2018, when 36.0% was raised in U.S. Dollars, 51.0% was raised in Euros and the remainder was raised in British pounds, Australian dollars, Swedish Krona and New Zealand Dollars, and 2017, when 44.5% was raised in U.S. Dollars, 45.8% was raised in Euros and the remainder was raised in British pounds, Australian dollars, Swiss Francs and Japanese Yen. At 27% in 2019, the U.S. Dollar's share in total funding was lower compared with 2018, which can be explained by the deterioration of the USD/EUR basis in the first half of the year, turning NWB Bank to tap the more cost effective Euro market at attractive levels.

NWB Bank is an active issuer of both Euro and U.S. Dollar commercial paper having issued €128.0 billion (equivalent) in aggregate over 2019. In 2019, NWB Bank issued €53.8 billion equivalent in aggregate with maturities averaging 2.9 months under its euro-commercial paper ('ECP') and certificate of deposit program, and €74.2 billion equivalent in aggregate with maturities averaging 1.5 months under its US commercial paper program. The €128.0 billion issued in the aggregate over 2019 compared with €162.5 billion over 2018 and €117.5 billion over 2017. NWB Bank views commercial paper as a feasible way of raising significant amounts of attractively priced funds and allowing it to time the issuance of long-term debt instruments with greater precision.

#### *Interest rates*

Interest rates in Europe have remained at historically low levels for the past several years. Interest rates for the European Overnight Index Average ('EONIA') have fluctuated throughout the last few years, from an average of

negative 0.370% at year-end 2017 to negative 0.464% at 1 October 2019.<sup>37</sup> The euro-short term rate (€STR) was launched on 2 October 2019 as a replacement for EONIA and has currently traded within a range of negative 0.555% and negative 0.512% in March 2020. The ECB benchmark interest rate has been falling since 2013. In September 2016, the ECB lowered the refinancing rate to an historic low of negative 0.5%. The current ECB rate remains at negative 0.5%, in addition to the other expansive measures the ECB is implementing in an effort to support the Eurozone economies particularly in response to the Coronavirus pandemic.

Fluctuations in short-term and medium- to long-term interest rates impact NWB Bank's interest result differently based upon the repricing profile of its interest-earning assets and interest-bearing liabilities, which is set forth in note 32, 'Fair value of financial instruments' and note 34 'Risk management' of the Financial Information for the years ended 31 December 2019, 2018 and 2017 incorporated by reference in this Base Prospectus. NWB Bank's repricing profile depends upon the pricing terms applicable to its products (including base interest rates and yield curves), the mix of funding and lending instruments in NWB Bank's portfolio and the extent of NWB Bank's use of interest rate-related derivative contracts. As a general matter, very low interest rates do not affect NWB Bank's interest rate margins as significantly as certain other financial institutions, as NWB Bank relies mainly on funding from the capital markets, and NWB Bank's borrowing and lending maturities are closely matched.

NWB Bank also uses a variety of derivative products to minimize the risks related to interest rate fluctuations. In 2019, increased prevailing market interest rates caused an increase in total assets of €12.5 billion to €96.2 billion from €83.7 billion in 2018, raising the fair value of certain balance sheet items and collateral outstanding in connection with derivatives positions. See 'Risk Factors – NWB Bank may be unable to manage its risks successfully through derivatives'.

#### *Hedging Policy of NWB Bank*

NWB Bank generally uses a hedging policy designed to minimize foreign exchange risks and manage interest rate sensitivity.

NWB Bank manages the fair value changes due to the changes in the interest rates of its financial assets and liabilities and applies fair value hedge accounting. NWB Bank applies two types of fair value hedge accounting, which are micro hedging and macro hedging.

Micro hedging relates to individual transactions which are included in an economic hedge relationship covering interest rate and foreign exchange risks. It involves a one-on-one relationship between the hedge instrument and the hedged item.

Macro hedging relates to a group of transactions that is hedged, for interest rate risk purposes, by using a group of derivative financial instruments. There is not always a one-on-one relationship between the hedged item and the hedging instrument at an individual level. It is demonstrated at a portfolio level that the derivative financial instruments in question set off the fair value changes caused by interest rate fluctuations.

NWB Bank hedges its financial assets for interest rate risk on a portfolio basis. These assets are swapped from fixed rate to floating interest rate. A substantial portion of these assets are designated in a macro fair value hedge. As substantially all of NWB Bank's assets are denominated in Euros, no foreign exchange risk hedging is necessary.

NWB Bank hedges its financial liabilities on a transaction basis, swapping these liabilities to floating interest rate. With respect to funding in foreign currencies, the foreign exchange risk is also fully hedged together with the interest rate risk at the outset. Substantially all funding transactions are designated into micro fair value hedge relationships, together with the corresponding cross currency interest rate swaps if and when applicable.

For the aforementioned portfolio hedges, the combined assets and liabilities together with the designated hedging instruments have an interest rate sensitivity of close to zero. Consequently, the fair value movements of the combined portfolio will not affect the income statement materially. Since the hedging instruments continue to be measured at fair value, while the loans are recorded on the basis of historic cost, a basis adjustment to the loans is recorded to offset the changes in value of the corresponding swaps. NWB Bank assesses the results on a weekly basis and reports monthly to the ALCO.

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<sup>37</sup> Source: <https://www.euribor-rates.eu/eonia.asp>

## Results of Operations

### Overview

The table below sets forth NWB Bank's results of operations for the years ended 31 December 2019, 2018 and 2017 prepared in accordance with Dutch GAAP:

	Year ended 31 December		
	2019	2018	2017
	(€ millions)		
Interest and similar income.....	1,668	1,567	1,615
Interest and similar expense .....	1,455	1,333	1,339
<b>Net interest income</b> .....	213	234	276
Results from financial transactions.....	(-39)	(48)	(58)
Other operating income .....	0	0	0
<b>Total operating income</b> .....	174	186	218
Employee benefits expense .....	12	10	8
Other administrative expenses .....	13	10	10
<b>Employee benefits expense and other administrative expenses</b> .....	25	20	18
Depreciation, amortization and value adjustments of tangible and intangible assets .....	2	2	2
Bank tax and resolution levy .....	22	27	28
<b>Total operating expenses<sup>(1)</sup></b> .....	49	49	48
Profit from ordinary operations before tax .....	125	137	170
Tax on profit from ordinary operations .....	38	37	47
<b>Net Profit</b> .....	95	100	123

(1) Including bank tax and NWB Bank's payments to the SRF.

### Description of key income statement items

#### Interest

Interest and similar income consists of income on loans and receivables, interest-bearing securities, cash, cash equivalents and deposits at the Central Bank, as well as interest-like commission received, fees received for the early redemption of financial instruments to which no hedge accounting is applied, premiums and discounts. Premiums and discounts on loans and receivables not stated at fair value are recognised using the effective interest method, together with the relevant interest income. Interest and similar income excludes amounts received from prepayment of financial instruments subject to hedge accounting and includes negative interest expense.

Interest and similar expense consists of interest expense on liabilities, whether or not embodied in debt securities, and derivatives, as well as interest-like commission paid, fees paid for early redemption, premiums and discounts. Premiums and discounts on debts, whether or not embodied in debt securities, not stated at fair value are recognised using the effective interest method, together with the relevant interest expense. Interest and similar expense also consists of negative interest income. Interest and similar expense excludes amounts received from prepayment of financial instruments subject to hedge accounting and includes negative interest expense.

#### Results from financial transactions

This item consists of: (i) unrealized and realized changes in the fair value of derivatives included in macro hedge accounting, (ii) the revaluation of financial assets and liabilities included in hedge accounting, (iii) ineffectiveness in



macro and micro hedge accounting, (iv) other changes in the fair value of restructured derivatives included in hedge accounting, (v) changes in the fair value of restructured derivatives included in hedge accounting and (vi) results from maturity extensions and early redemptions.

#### *Total operating expenses*

Operating expenses includes employee benefits expense, which includes remuneration of the Managing Board and other administrative expenses. Other administrative expenses include the cost of accommodation, office expenses, general expense, the remuneration of Supervisory Board members and audit fees. The operating expenses also include the bank tax and NWB Bank's payments to the SRF.

#### **Results of Operations for 2019 compared to 2018**

##### *Interest*

Net interest income decreased from €234 million in 2018 to €213 million in 2019, a decrease of €21 million or approximately 8.97% mainly due to less favorable spreads on commercial paper and the redemption of interest bearing securities with a higher spread. Interest and similar income on loans and receivables at amortized cost increased by €101 million from €1,567 million in 2018 to €1,668 million in 2019, because of an increase in interest income on cash, cash equivalents and deposits at the Dutch Central Bank and the European Central Banks and on loans and receivables at amortized costs of €74.8 million. The increase in net interest income was further due to an increase in negative interest expense.

The table below sets forth the components of total interest income for the years 2019 and 2018.

	<b>Year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<b>(€ millions)</b>	
Interest income on cash, cash equivalents and deposits at the Central Bank and loans and receivables at amortized cost .....	1,610	1,535
Interest income on interest-bearing securities .....	13	20
Commission .....	1	1
Negative interest expenses <sup>(1)</sup> .....	45	11
Interest income .....	<u>1668</u>	<u>1,567</u>

(1) This item consists of negative interest on the financial liabilities banks, funds entrusted and debt securities.

Total interest income increased by €101 million to €1,668 million in 2019 compared to €1,567 million in 2018.

The table below sets forth the components of total interest and similar expense for the years 2019 and 2018.

	<b>Year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<b>(€ millions)</b>	
Interest expense on banks, funds entrusted, hybrid capital and debt securities at amortized cost .....	459	403
Derivatives (net interest income/expense) <sup>(1)</sup> .....	713	766
Negative interest income <sup>(2)</sup> .....	283	163
Interest expense .....	<u>1,455</u>	<u>1,333</u>

(1) This item consists of net interest income/expense on derivatives as a result of the difference between the fixed pay component on interest rate swaps and the floating rate NWB Bank receives on the swap, recognized as an interest expense when the result is negative and as interest income when the result is positive.

- (2) This item consists of negative interest on the financial assets, cash, cash equivalents and deposits at the Central Bank, banks, and loans and receivables.

Total interest and similar expense increased by €122 million to €1,455 million in 2019 from €1,333 million in 2018. This increase was primarily due to an increase in negative interest income.

#### *Results from financial transactions*

The table below sets out the components of value movements recorded on the income statement for the years 2019 and 2018.

	<b>Year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<b>(€ millions)</b>	
Changes in the fair value of derivatives included in macro hedge accounting .....	(5,574)	(174)
Revaluation of financial assets and liabilities included in hedge accounting .....	5,567	176
Macro hedge accounting ineffectiveness .....	7	2
Micro hedge accounting ineffectiveness .....	3	1
Total hedge accounting ineffectiveness .....	(4)	3
Other changes in the fair value of restructured derivatives included in hedge accounting .....	(48)	(47)
Changes in the fair value of derivatives not included in hedge accounting .....	1	3
Change in counterparty credit risk (CVA/DVA) .....	7	0
Results from maturity extensions and early redemptions .....	7	–
Other fair value changes .....	0	4
Total .....	(39)	(48)

Results from financial transactions improved by €9 million from a loss of €48 million in 2018 to a loss of €39 million in 2019, which is mainly due to an earlier restructuring of the swap portfolio undertaken by NWB Bank a number of years ago to bring its interest rate risk position into line with the benchmark return on equity. This will continue to have a negative impact on the results from financial transactions in the next few years.

The changes in the valuation of derivatives included in macro hedge accounting primarily reflected the movements in interest rates.

In 2019 and 2018, the movements in the revaluation of financial assets and liabilities included in hedge accounting (a gain of €5.6 billion in 2019 and loss of €176 million in 2018) were primarily due to movements in interest rates. The bulk of interest rate risk to which NWB Bank is exposed in relation to its financial assets or liabilities is customarily hedged through the use of financial instruments. In market value terms, value movements resulting from interest rate fluctuations are offset through the use of derivatives, although there may be significant movements in the individual assets, liabilities and derivatives from year to year as evidenced in the line items above. Where the hedge relationship is effective, hedge accounting enables NWB Bank to neutralize in principle the difference in result recognition between the hedging instrument and the hedged position.

The other changes in the fair value of restructured derivatives included in hedge accounting were caused by the restructuring of the derivatives portfolio on several occasions in the past with a view to managing the interest rate risk position. The restructuring of the derivatives portfolio has a favourable effect on net interest income (lower interest expenses).

### *Operating expenses*

Operating expenses remained the same when compared to €49 million incurred in 2018, principally due to an increase in employee benefits expense and other administrative expenses which was offset in a reduction in bank taxes and contributions to the single resolution fund required in terms of the Bank Recovery and Resolution Directive.

As a bank, NWB Bank is subject to changes to taxes, levies or fees applicable to banks. In 2012, the Dutch bank tax was introduced. This tax exclusively affects financial institutions with a banking license and is similar to bank taxes introduced in other EU Member States following the financial crisis. The principal aim of the Dutch bank tax is to have the entire banking sector contribute towards the costs incurred by the government to support certain banks during the financial crisis and to mitigate the risk inherent in certain banking activities. The taxable amount is based on the amount of the balance sheet total at the end of the preceding financial year after applying certain reductions. The taxable amount is divided in two parts based on the ratio of short-term liabilities at the end of the previous financial year, which amounted to €22,951 million in 2019 (2018: €21,403 million), and long-term liabilities for the previous financial year, which amounted to €59,038 million in 2019 (2018: €64,093 million). The amount of the short-term liabilities is subject to bank tax at a rate of 0.044%, and the amount of the long-term liabilities is subject to bank tax at a rate of 0.022%. The bank tax decreased to €17.1 million in 2019 compared to €17.7 million in 2018.

The table below sets out the components of employee benefits expense for the years 2019 and 2018.

	<b>Year ended 31 December</b>	
	<b>2019</b>	<b>2018</b>
	<b>(€ millions)</b>	
Wages and salaries .....	6.3	5.6
Pension costs .....	2.3	2.3
Other social security costs .....	0.7	0.7
Other staff costs .....	2.1	1.1
Total .....	11.4	9.7

Employee benefits expenses increased by €1.7 million from €9.7 million in 2018 to €11.4 million in 2019, due to an increase in headcount during the year and index-linked negotiated wages and other annual increments. Other staff costs increased due to the higher cost of temporary staff. Other administrative expenses amounted to €13 million in 2019 and €10 million in 2018.

### *Profit from ordinary operations before tax*

Profit from ordinary operations before tax decreased from €137 million in 2018 to €125 million in 2019, a decrease of €12 million, or 8.8%. The decrease was primarily the result of lower interest income. NWB Bank's ratio of operating expenses (total operating expenses less bank tax and resolution levy) to operating income was 15.5% in 2019 and 11.8% in 2018.

### *Tax on profit from ordinary operations*

Tax on profit from ordinary operations increased from €37 million in 2018 to €38<sup>38</sup> million in 2019. This increase of €1 million, or 2.7%, was primarily the result of non-deductible expenses relating to Additional Tier 1 (AT1) Capital. The effective tax rate was 30.3% in 2019 (2018: 26.9%), which reflected the company income tax of 25.0% and the non-deductible expenses (€6.6 million) attributable to the bank tax and AT1 Capital.

### *Net Profit*

As a result of the foregoing, net profit decreased from €100 million in 2018 to €95 million in 2019, a decrease of €5million, or 5%, which was mainly explained by lower net interest income.

<sup>38</sup> Note: Draft Financial Statements we have been provided have a different figure in the Income Statement and Note 7 to the financial statements (€38 million versus 41 million, respectively).

## Results of Operations for 2018 compared to 2017

### Interest

Net interest income decreased from €276 million in 2017 to €234 million in 2018, a decrease of €42 million or approximately 15.2% mainly due to all money market funding in 2018 being obtained at negative effective interest rates. Interest and similar income on loans and receivables at amortized cost decreased by €48 million from €1,615 million in 2017 to €1,567 million in 2018, because of a decrease in interest income on interest-bearing securities of €7.6 million. The decrease in net interest income was further due to an increase in negative interest expense.

The table below sets forth the components of total interest income for the years 2018 and 2017.

	Year ended 31 December	
	2018	2017
	(€ millions)	
Interest income on cash, cash equivalents and deposits at the Central Bank and loans and receivables at amortized cost .....	1,535	1,581
Interest income on interest-bearing securities .....	20	27
Commission .....	1	0.5
Negative interest income <sup>(1)</sup> .....	11	6
Interest income .....	<u>1,567</u>	<u>1,615</u>

- (1) This item consists of negative interest on the financial assets, cash, cash equivalents and deposits at the Central Bank, banks and loans and receivables.

Total interest income decreased by €48 million to €1,567 million in 2018 compared to €1,615 million in 2017.

The table below sets forth the components of total interest and similar expense for the years 2018 and 2017.

	Year ended 31 December	
	2018	2017
	(€ millions)	
Interest expense on banks, funds entrusted, hybrid capital and debt securities at amortized cost .....	(403)	(408)
Derivatives (net interest income/expense) <sup>(1)</sup> .....	(766)	(815)
Negative interest expense <sup>(2)</sup> .....	(163)	(117)
Interest expense .....	<u>(1,333)</u>	<u>(1,339)</u>

- (1) This item consists of net interest income/expense on derivatives as a result of the difference between the fixed pay component on interest rate swaps and the floating rate NWB Bank receives on the swap, recognized as an interest expense when the result is negative and as interest income when the result is positive.

- (2) This item consists of negative interest on the financial liabilities, banks, funds entrusted and debt securities.

Total interest and similar expense decreased by €6 million to €1,333 million in 2018 from €1,339 million in 2017. This decrease was primarily due to a decrease in derivatives (net interest income/expense).

### Results from financial transactions

The table below sets out the components of value movements recorded on the income statement for the years 2018 and 2017.

	Year ended 31 December	
	2018	2017
	(€ millions)	
Changes in the fair value of derivatives included in macro hedge accounting .....	(174)	2,704
Revaluation of financial assets and liabilities included in hedge accounting .....	176	(2,707)
Macro hedge accounting ineffectiveness .....	2	(3)
Micro hedge accounting ineffectiveness .....	1	0
Total hedge accounting ineffectiveness .....	3	(3)
Other changes in the fair value of restructured derivatives included in hedge accounting .....	(47)	(63)
Changes in the fair value of derivatives not included in hedge accounting .....	3	4
Change in counterparty credit risk (CVA/DVA) .....	0	(1)
Results from maturity extensions and early redemptions .....	–	1
Other fair value changes .....	4	4
Total .....	(48)	(58)

Results from financial transactions increased by €10 million from a loss of €58 million in 2017 to a loss of €48 million in 2018, which is mainly due to an earlier restructuring of the swap portfolio undertaken by NWB Bank a number of years ago to bring its interest rate risk position into line with the benchmark return on equity. This will continue to have a negative impact on the results from financial transactions in the next few years.

The changes in the valuation of derivatives included in macro hedge accounting primarily reflected the movements in interest rates.

In 2018 and 2017, the movements in the revaluation of financial assets and liabilities included in hedge accounting (a gain of €176 million in 2018 and loss of €2,707 million in 2017) were primarily due to movements in interest rates. The bulk of interest rate risk to which NWB Bank is exposed in relation to its financial assets or liabilities is customarily hedged through the use of financial instruments. In market value terms, value movements resulting from interest rate fluctuations are offset through the use of derivatives, although there may be significant movements in the individual assets, liabilities and derivatives from year to year as evidenced in the line items above. Where the hedge relationship is effective, hedge accounting enables NWB Bank to neutralize in principle the difference in result recognition between the hedging instrument and the hedged position.

The other changes in the fair value of restructured derivatives included in hedge accounting were caused by the restructuring of the derivatives portfolio on several occasions in the past with a view to managing the interest rate risk position. The restructuring of the derivatives portfolio has a favourable effect on net interest income (lower interest expenses).

#### *Operating expenses*

Operating expenses (total operating expenses less contribution to NWB Fonds) increased to €49 million in 2018 compared to €48 million in 2017, principally due to an increase in employee benefits expense and other administrative expenses.

As a bank, NWB Bank is subject to changes to taxes, levies or fees applicable to banks. In 2012, the Dutch bank tax was introduced. This tax exclusively affects financial institutions with a banking license and is similar to bank taxes introduced in other EU Member States following the financial crisis. The principal aim of the Dutch bank tax is to have the entire banking sector contribute towards the costs incurred by the government to support certain banks during the financial crisis and to mitigate the risk inherent in certain banking activities. The taxable amount is based on the

amount of the balance sheet total at the end of the preceding financial year after applying certain reductions. The taxable amount is divided in two parts based on the ratio of short-term liabilities at the end of the previous financial year, which amounted to €21,043 million in 2018 (2017: €22,898 million), and long-term liabilities for the previous financial year, which amounted to €64,093 million in 2018 (2017: €70,009 million). The amount of the short-term liabilities is subject to bank tax at a rate of 0.044%, and the amount of the long-term liabilities is subject to bank tax at a rate of 0.022%. The bank tax decreased to €17.7 million in 2018 compared to €19.9 million in 2017.

The table below sets out the components of employee benefits expense for the years 2018 and 2017.

	<b>Year ended 31 December</b>	
	<b>2018</b>	<b>2017</b>
	<b>(€ millions)</b>	
Wages and salaries .....	5.6	5.3
Pension costs .....	2.3	1.9
Other social security costs .....	0.7	0.5
Other staff costs.....	1.1	0.7
<b>Total .....</b>	<b>9.7</b>	<b>8.3</b>

Employee benefits expenses increased by €1.4 million from €8.3 million in 2017 to €9.7 million in 2018, due to an increase in wages and salaries and pension costs. Other administrative expenses amounted to €10 million in 2018 and 2017.

#### *Profit from ordinary operations before tax*

Profit from ordinary operations before tax decreased from €170 million in 2017 to €137 million in 2018, a decrease of €33 million, or 19.4%. The decrease was primarily the result of lower interest income. NWB Bank's ratio of operating expenses (total operating expenses less bank tax) to net interest income was 11.9% in 2018 and 7.2% in 2017.

#### *Tax on profit from ordinary operations*

Tax on profit from ordinary operations decreased from €47 million in 2017 to €37 million in 2018. This decrease of €10 million, or 21.3%, was primarily the result of a decrease in profit before income tax. The effective tax rate was 26.9%, which reflected the company income tax of 25.0% and the non-deductible expenses (€4 million) attributable to the bank tax.

#### *Net Profit*

As a result of the foregoing, net profit decreased from €123 million in 2017 to €100 million in 2018, a decrease of €23 million, or 18.7%, which was mainly explained by lower net interest income.

#### **Selected Balance Sheet Items at 31 December 2019, 31 December 2018 and 31 December 2017**

The table below summarizes selected balance sheet items of NWB Bank at 31 December 2019, 31 December 2018 and 31 December 2017:

	<b>At 31 December</b>		
	<b>2019</b>	<b>2018</b>	<b>2017</b>
	<b>(€ millions)</b>		
<b>Assets</b>			
Cash, cash equivalents and deposits at the Central Bank .....	8,290	10,237	9,638
Banks .....	8,075	4,590	8,755
Loans and receivables.....	69,963	61,045	60,973
Interest-bearing securities.....	4,711	3,291	3,697
Intangible assets .....	5	3	2
Tangible assets .....	5	5	6

	At 31 December		
	2019	2018	2017
	(€ millions)		
Income tax .....	12	8	0
Other assets.....	10	4	0
Derivative assets.....	5,125	4,163	4,048
Prepayments .....	9	9	4
<b>Total assets .....</b>	<b>96,205</b>	<b>83,715</b>	<b>87,123</b>
<b>Liabilities</b>			
Banks .....	1,646	1,523	1,154
Funds entrusted.....	6,802	6,528	6,107
Debt securities <sup>(1)</sup> .....	73,289	66,300	66,418
Provisions .....	24	27	32
Income tax .....	-	-	-
Other liabilities .....	24	30	55
Derivative liabilities .....	12,298	7,252	11,402
Accruals.....	0	3	0
<b>Total liabilities .....</b>	<b>94,083</b>	<b>81,663</b>	<b>85,168</b>

(1) Includes approximately €54 billion, €57 billion and €55 billion of outstanding bonds issued under NWB Bank's various long-term debt issuance programs at 31 December 2019, 2018 and 2017, respectively.

### General

NWB Bank's long-term lending volumes increased in 2019 primarily due to an increase in NWB Bank's lending volume within the housing associations sector.

New long-term lending to customers was €7,250 million (excluding interest rate revisions) for 2019, compared to €4,021 million and €4,002 million for 2018 and 2017, respectively. In 2019, NWB Bank's new long-term lending to housing associations, its largest client base at 64.6% of its total lending portfolio, was €2,995 billion (2018 €2.0 billion). Although housing corporations have adopted a more cautious approach to new investments as a result of the implementation of the Housing Act, lending volume in this sector still remains high. According to the Netherlands Authority for Housing Associations, the financial scope for housing associations is increasing and forecasts indicate that their financial scope will continue to increase in the years ahead. This is expected to have a positive effect on housing associations' investment capacity but it is unclear at this stage how heavily this uptick in activity will be negatively affected by a recession in the Netherlands in 2020. New long-term lending to water authorities (now NWB's second largest client base, with 13.6% of NWB Bank's total lending portfolio) increased to €0.8 billion in 2019 (2018: €0.4 billion). NWB Bank expects that lending in this sector may increase over the coming years in light of the national flood protection program (*Hoogwaterbeschermingsprogramma*) that will be in place through 2028, which is expected to increase financing requirements. Nevertheless, NWB Bank expects that the volume of financing to water authorities in 2020 will be on the same level. Lending to municipal authorities, which now makes up 11.2% of NWB Bank's total lending portfolio, increased in 2019 with new long-term lending increasing to €1.4 billion in 2019 (2018: €1.1 billion). The healthcare sector (4.3% of NWB Bank's total lending portfolio) continued to experience relatively low financing requirements, and new long-term lending in this sector slightly increased in 2019.

The demand for loans with longer maturities increased in 2019, primarily as a result of the portfolio NWB Bank acquired from ABN AMRO Bank N.V. More than a quarter of NWB Bank's loans and advances are subject to maturities averaging over 10 years. To fund its operations, the public sector requires finance with long periods. Although such long fixed-rate periods carry higher credit spreads than shorter periods, as is the case in the international capital markets, customers deliberately choose to have longer terms, including of up to 50 years, to mitigate their interest rate risks. **Assets**

In 2019, NWB Bank's total assets increased by €12,490 million to €96,205 million at 31 December 2019, compared to total assets of €83,715 million at 31 December 2018, which represented a decrease of €3,408 million compared to €87,123 million at 31 December 2017. The increase in total assets at 31 December 2019 was principally due to an

increase in loans and receivables. Loans and receivables increased by €8,588 million to €69,963 million at 31 December 2019 compared to €61,405 million at 31 December 2018. The increase in loans and receivables was mainly due to higher value adjustment for fair value hedge accounting, an increase in newly granted long-term loans and reduction in redemptions.

In 2018, NWB Bank's total assets decreased by €3,408 million to €83,715 million at 31 December 2018, compared to total assets of €87,123 million at 31 December 2017, which represented a decrease of €7,291 million compared to €94,414 million at 31 December 2016. The decrease in total assets at 31 December 2018 was principally due to lower banks and interest-bearing securities assets. Loans and receivables increased by €432 million to €61,405 million at 31 December 2018 compared to €60,973 million at 31 December 2017. The increase in loans and receivables was mainly due to higher value adjustment for fair value hedge accounting and higher receivables from the public sector.

### *Banks*

This item consists of liabilities, other than embedded debt securities, due to domestic and foreign banks. The collateral included in this item concerns collateral held under collateral arrangements related to derivative contracts.

31 December 2019 compared to 31 December 2018

Banks increased by €3,485 million to €8,075 million at 31 December 2019 from €4,590 million at 31 December 2018. This increase was mainly attributable to an increase in receivables under collateral arrangements.

31 December 2018 compared to 31 December 2017

Banks decreased by €4,165 million to €4,590 million at 31 December 2018 from €8,755 million at 31 December 2017. This decrease was mainly attributable to a decrease in receivables under collateral arrangements.

### *Loans and receivables*

This item consists of loans and receivables, other than interest-bearing securities, from clients other than banks. The receivables, almost all of which relate to the public sector, are mostly long-term. Public-sector loans and receivables are understood to include those to or guaranteed by Dutch public authorities, and to government-controlled public limited liability companies and other businesses or institutions with delegated government duties. Public-sector loans and receivables include those to or guaranteed by the Dutch government and public authorities abroad, and to government-controlled public limited liability companies and other businesses or institutions whose tasks derive from public authorities. A provision for doubtful debts is formed in the event of expected uncollectibility. In 2019, NWB Bank did not make a provision for doubtful debts (2018: nil). Given the risk profile of NWB Bank's counterparties, which is supported by the fact that NWB Bank has never suffered a loan loss in its history, a provision for uncollectibility at 31 December 2018 is not necessary.

	At 31 December		
	2019	2018	2017
	(€ millions)		
<b>Breakdown of loans and receivables according to the nature of the receivable:</b>			
Receivables from or guaranteed by the Dutch government <sup>(1)</sup> .....	50,361	49,303	49,682
Other receivables from the public sector and miscellaneous .....	1,334	822	620
Value adjustment for fair value hedge accounting <sup>(2)</sup> .....	17,315	11,149	10,675
Fair value of separated derivatives embedded in loans and receivables <sup>(3)</sup> .....	(15)	(31)	(3)
<b>Total</b> .....	<b>69,963</b>	<b>61,405</b>	<b>60,973</b>

(1) Includes support provided indirectly by the Dutch State through public authorities and treated as guarantees by DNB. For a description of those public authorities, see 'Nederlandse Waterschapsbank N.V. – Clients'.

(2) A value adjustment is made to the gain or loss that is attributed to the hedged interest rate risk under hedge accounting.



- (3) Embedded derivatives are measured separately if they meet the following criteria: i) there is no close relationship between the economic characteristics and risks of the embedded derivative and those of the host contract, ii) the host contract is not carried at fair value through profit or loss and iii) a separate instrument having the same characteristics would be classified as a derivative.

31 December 2019 compared to 31 December 2018

Total loans and receivables increased by €8,558 million to €69,963 million at 31 December 2019 from €61,405 million at 31 December 2018. The 13.9% increase in total loans and receivables in 2019 compared to 31 December 2018 was primarily a result of the increase in value adjustments for fair value hedge accounting by €5,692 million to €6,166 million at 31 December 2019 from €474 million at 31 December 2018. The increase in value adjustments was attributable to interest rate movements.

31 December 2018 compared to 31 December 2017

Total loans and receivables increased by €432 million to €61,405 million at 31 December 2018 from €60,973 million at 31 December 2017. The 0.7% increase in total loans and receivables in 2018 compared to 31 December 2017 was primarily a result of the increase in value adjustments for fair value hedge accounting by €474 million to €11,149 million at 31 December 2018 from €10,675 million at 31 December 2017. The increase in value adjustments was attributable to interest rate movements.

#### *Interest-bearing securities*

This item includes loans embodied in interest-bearing securities as well as other interest-bearing securities that form part of the investment portfolio. Interest-bearing securities are intended primarily to be held for an indefinite period and may be sold to meet liquidity requirements or in response to changes in interest rates. They are initially measured at fair value. For subsequent measurement, interest-bearing securities are divided into three categories. Interest-bearing securities held to maturity are measured at amortized cost and include granted loans and receivables and purchased bonds with fixed or determinable payments that NWB Bank has a positive intention and the contractual and economic ability to hold to maturity. Other interest-bearing securities without public listing are measured at amortized cost. Other interest-bearing securities with public listing are measured at fair value. As long as the value change of an individual interest-bearing security is an unrealized positive change, it is recorded directly in equity until the time of realization. Once derecognized, the cumulative unrealized gain or loss on an individual asset recorded directly in equity is taken to profit or loss. Any cumulative unrealized decrease in value below cost is immediately taken to profit or loss. Any subsequent unrealized increase in value of the relevant interest-bearing security is taken to profit or loss to the extent that it is below amortized cost. Any subsequent increase in value above amortized cost is recorded in equity.

If interest-bearing securities are included in a fair value hedge relationship, the effective part of the hedge is recorded in profit and loss, rather than equity. Upon derecognition of financial assets, the cumulative gain or loss recorded in equity is transferred to profit or loss.

	At 31 December		
	2019	2018	2017
	(€ millions)		
The breakdown of interest-bearing securities is as follows:			
Interest-bearing securities held to maturity .....	1,929	1,400	1,806
Other listed interest-bearing securities .....	931	866	1,288
Other unlisted interest-bearing securities .....	1,851	1,024	603
<b>Total</b> .....	<b>4,711</b>	<b>3,290</b>	<b>3,697</b>

31 December 2019 compared to 31 December 2018

Interest-bearing securities increased by €1,421 million to €4,711 million at 31 December 2019 from €3,290 million at 31 December 2018. The increase in interest-bearing securities in 2019 was primarily due to an increase in interest-bearing securities held to maturity and other listed interest-bearing securities.

31 December 2018 compared to 31 December 2017

Interest-bearing securities decreased by €407 million to €3,290 million at 31 December 2018 from €3,697 million at 31 December 2017. The decrease in interest-bearing securities in 2018 was primarily due to a decrease in interest-bearing securities held to maturity and other listed interest-bearing securities.

#### *Derivative assets*

This item consists of interest rate swaps and currency swaps, caps, floors and swaptions. These products are carried at fair value, including accrued interest. Generally accepted valuation models are applied, based on the most appropriate valuation curves, which include the Overnight Index Swap curve.

31 December 2019 compared to 31 December 2018

Derivative assets increased by €962 million to €5,125 million at 31 December 2019 from €4,163 million in 2018 primarily as a result of an increase in fair value of interest rate swaps and caps, floors and swaptions. Fair values of interest rate swaps including accrued interest increased by €599 million for the year ended 31 December 2019 due to lower interest rates end of 2019 compared to end 2018, while fair values of currency swaps decreased by € 168 million for the year ended 31 December 2019 due to currency exchange movements

31 December 2018 compared to 31 December 2017

Derivative assets increased by €115 million to €4,163 million at 31 December 2018 from €4,048 million in 2017 primarily as a result of an increase in fair value of currency swaps. Fair values of interest rate swaps including accrued interest decreased by €189 million for the year ended 31 December 2018 due to the application of settle to market accounting, while fair values of currency swaps increased by €203 million for the year ended 31 December 2018 due to currency exchange movements and movements in foreign currency funding.

#### *Prepayments and accrued income*

This item mainly comprises prepaid amounts for costs related to the next accounting period or periods and the uninvoiced amounts to be received regarding income recognized in the current or previous accounting period or periods.

31 December 2019 compared to 31 December 2018

Prepayments and accrued income remained at €9 million at 31 December 2019 when compared to 31 December 2018.

31 December 2018 compared to 31 December 2017

Prepayments and accrued income increased by €5 million from €4 million at 31 December 2017 to €9 million at 31 December 2018. The increase was mainly due to an increase in the accounts receivable.

#### *Liabilities*

In 2019, total liabilities increased by €12,420 million to €94,083 million at 31 December 2019 compared to total liabilities of €81,663 million at 31 December 2018. In 2018, total liabilities decreased by €3,505 million to €81,663 million at 31 December 2018 compared to total liabilities of €85,168 million at 31 December 2017. The increase in 2019 compared to 2018 was mainly due to an increase in debt securities and derivative liabilities. The decrease in 2018 compared to 2017 was mainly due to a decrease in derivative liabilities.

#### *Banks*

This item consists of liabilities, other than debt securities, due to domestic and foreign banks. These liabilities result largely from long-term loans. The collateral included in this item relates to collateral held under collateral arrangements related to derivative contracts.

31 December 2019 compared to 31 December 2018

Debt to banks increased by €123 million to €1,646 million at 31 December 2019 from €1,523 million at 31 December 2018. The increase was mainly due to an increase in loans taken out at banks and increase in liabilities under collateral arrangements.

31 December 2018 compared to 31 December 2017

Debt to banks increased by €369 million to €1,523 million at 31 December 2018 from €1,154 million at 31 December 2017. The increase was mainly due to an increase in loans taken out at banks and increase in liabilities under collateral arrangements.

#### *Funds entrusted*

This item consists of liabilities, other than debt securities, due to parties other than banks, including NSVs and SSDs.

31 December 2019 compared to 31 December 2018

Funds entrusted increased by €274 million to €6,802 million at 31 December 2019 from €6,528 million at 31 December 2018. This increase was primarily due to an increase in value adjustments for fair value accounting (increase of €470 million).

31 December 2018 compared to 31 December 2017

Funds entrusted increased by €421 million to €6,528 million at 31 December 2018 from €6,107 million at 31 December 2017. This increase was primarily due to an increase in short term deposits (€300 million).

#### *Debt securities*

This item consists of negotiable interest-bearing debt instruments.

	At 31 December		
	2019	2018	2017
	(€ millions)		
The breakdown of debt securities is as follows:			
Bond loans .....	54,250	56,812	55,861
Short-term debt securities .....	15,795	8,267	9,593
Value adjustments for fair value hedge accounting .....	3,237	1,271	959
Fair value of separated derivatives embedded in loans and receivables .....	7	(50)	5
Total.....	73,289	66,300	66,418

31 December 2019 compared to 31 December 2018

Debt securities increased by €6,989 million to €73,289 million at 31 December 2019 compared with €66,300 million at 31 December 2018. The increase was primarily due to an increase in short term debt securities (€7,528 million).

31 December 2018 compared to 31 December 2017

Debt securities decreased by €118 million to €66,300 million at 31 December 2018 compared with €66,418 million at 31 December 2017. The decrease was primarily due to the lower fair value of separated derivatives embedded in loans and receivables.

#### *Derivative liabilities*

This item consists of interest rate swaps and currency swaps, caps, floors and swaptions. These products are carried at fair value, including accrued interest.

31 December 2019 compared to 31 December 2018

Derivative liabilities increased by €5,046 million to €12,298 million at 31 December 2019 from €7,252 million at 31 December 2018. The increase in derivative liabilities was primarily due to an increase in interest rate swaps.

31 December 2018 compared to 31 December 2017

Derivative liabilities decreased by €4,150 million to €7,252 million at 31 December 2018 from €11,402 million at 31 December 2017. The decrease in derivative liabilities was primarily due to a decrease in interest rate swaps and currency swaps.

#### *Accruals and deferred income*

This item comprises advance receipts for income attributable to the next accounting period or periods and un-invoiced amounts payable in relation to expenses attributable to the past accounting period or periods.

31 December 2019 compared to 31 December 2018

Accruals and deferred income decreased by €3 million to €0 million at 31 December 2019 from €3 million at 31 December 2018.

#### **Information on Financial Assets**

##### *Analysis of financial assets according to remaining contractual term*

The following table sets forth financial assets according to remaining contractual term, including all future undiscounted interest cash flows and before proposed profit appropriation.

(in millions of €)	Total	3 months or shorter	3 months – 1 years	1 year – 5 years	More than 5 years
<b>Assets</b>					
Cash, cash equivalents and deposits					
at the Central Bank .....	8,290	8,290	-	-	-
Banks .....	8,078	7	12	50	8,009
Loans and receivables.....	76,940	2,384	6,767	18,340	49,449
Interest-bearing securities.....	4,744	599	1,525	1,446	1,174
Intangible assets .....	5	-	-	5	-
Tangible assets .....	5	-	-	1	4
Income tax .....	10	10	-	-	-
Derivative assets.....	15,656	519	687	3,090	11,360
Other assets.....	19	12	2	-	5
Prepayments and accrued income.....	-	-	-	-	-
Total at 31 December 2019 .....	113,747	11,821	8,993	22,932	70,001
Total at 31 December 2018 .....	108,219	13,002	7,820	25,365	62,032
Total at 31 December 2017 .....	109,113	12,708	7,031	26,671	62,703

##### *Interest rate risk analysis*

An example of a gap analysis according to interest rate period at 31 December 2019 is shown below. The fair value of all instruments is presented. The derivatives include notional amounts to give a clearer picture of interest rate positions.

(in millions of €)	Total	3 months or less	3 months – 1 years	1 year – 5 years	More than 5 years
<b>Assets</b>					
Loans and receivables.....	76,940	2,384	6,767	18,340	49,449
Interest-bearing securities.....	4,744	599	1,525	1,446	1,174
Fixed-interest derivative assets.....	59,582	5,512	(986)	20,407	34,649

(in millions of €)	Total	3 months or less	3 months – 1 years	1 year – 5 years	More than 5 years
Variable-interest derivative assets .....	(51,847)	(41,904)	(10,164)	191	30
Total assets .....	109,144	(5,652)	(4,835)	34,069	85,562
<b>Liabilities</b>					
Banks, funds entrusted and debt securities .....	82,486	20,196	4,354	25,464	32,472
Subordinated debt .....	384	1	8	88	287
Fixed-interest derivative liabilities .....	48,069	(8,455)	(413)	7,015	49,922
Variable-interest derivative liabilities .....	(25,758)	(11,673)	(14,059)	(49)	23
Total liabilities .....	105,181	69	(10,110)	32,518	82,704
Total assets less liabilities 2019 .....	3,963	(5,721)	5275	1551	2858
Total assets less liabilities 2018 .....	3,362	(4,803)	4,412	1,373	2,380
Total assets less liabilities 2017 .....	3,308	(3,200)	2,847	1,212	2,449

#### Weighted credit risk analysis

The table below provides information on the weighted credit risk (including irrevocable commitments for unpaid loans) to which NWB Bank is subject in accordance with standards prescribed by CRD IV at 31 December 2019, 2018 and 2017:

(in millions of €)	Unweighted 2019 <sup>(5)</sup>	Weighted 2019 <sup>(6)</sup>	Unweighted 2018 <sup>(5)</sup>	Weighted 2018 <sup>(6)</sup>	Unweighted 2017 <sup>(5)</sup>	Weighted 2017 <sup>(6)</sup>
Central governments <sup>(1)</sup> .....	8,350	-	10,897	-	9,915	-
Regional governments <sup>(2)</sup> .....	19,513	-	17,996	-	17,267	-
Institutions with delegated government duties .....	56,048	1,677	48,087	900	48,523	663
Development banks <sup>(2)</sup> .....	-	-	-	-	60	-
International organizations <sup>(2)</sup> .....	234	-	104	-	258	-
Banking counterparties <sup>(3)</sup> .....	12,059	385	7,599	403	10,796	456
RMBS (NGH) notes <sup>(4)</sup> .....	424	85	766	153	1,711	420
Covered bonds .....	745	75	551	55	458	46
Other .....	1,011	43	201	39	8	8
<b>Total</b> .....	<b>99,183</b>	<b>2,265</b>	<b>86,201</b>	<b>1,550</b>	<b>88,996</b>	<b>1,593</b>

(1) Between 0% and 50% risk weighted.

(2) 0% risk weighted.

(3) Counterparty risks and money market lending are included under the 20% and 50% risk weighted categories.

(4) Includes a portfolio of Residential Mortgage Backed Securities, most of which carry a 20% or 50% risk weighting (the senior A notes) and a small portion carries a 100% risk weighting (the lower S notes).

(5) Total nominal amount including amounts subject to risk weighting.

(6) Amounts subject to risk weighting.

The table below provides a breakdown of loans granted by NWB Bank by type of borrower:

Loans portfolio (in millions of €)	At 31 December		
	2019	2018	2017
Water authorities .....	6,501	6,327	6,187
Municipal authorities .....	5,346	5,629	5,932
Other public authorities .....	225	247	269
Social housing .....	30,813	30,265	29,973
Healthcare institutions .....	2,053	2,119	3,092

Loans portfolio (in millions of €)	At 31 December		
	2019	2018	2017
Other borrowers under governments guarantee .....	723	541	431
Joint schemes.....	722	706	706
Government-controlled public limited liability companies <sup>(1)</sup> .....	753	489	408
Public-private partnerships .....	399	250	140
Credit institutions .....	129	99	100
Other <sup>(2)</sup> .....	47	18	42
	<b>47,711</b>	<b>46,690</b>	<b>47,280</b>

(1) Includes loans to Dutch utility companies, which carry a 100% risk-weighting.

(2) Includes loans which carry a 0%, 20%, 35%, 50% or 100% risk-weighting.

### Liquidity and Capital Resources

#### *Cash flow analysis for NWB Bank for the years ended 31 December 2019, 2018 and 2017*

The following table sets out selected cash flow information for the years ended 31 December 2019, 2018 and 2017.

	At 31 December		
	2019	2018	2017
	<b>(€ millions)</b>		
Net cash flow used in operating/banking activities .....	(5,888)	1,430	(2,030)
Net cash flow used in investing activities.....	(1,350)	(2,030)	206
Net cash flow from financing activities .....	5,291	(1,243)	4,215
Net cash flow .....	<b>(1,947)</b>	<b>601</b>	<b>2,391</b>

#### *Cash flow used in operating/banking activities*

Net cash flow used in operating/banking activities was a cash outflow of €5,888 million in 2019 compared to a cash inflow of €1,430 million in 2018. The cash outflow of €5,888 million in 2019 compared with 2018 was primarily the result of changes in bank loans and receivables not available on demand.

Net cash flow used in operating/banking activities was a cash inflow of €1,430 million in 2018 compared to a cash outflow of €2,030 million in 2017. The cash inflow of €1,430 million in 2018 compared with 2017 was primarily the result of collateral inflows.

#### *Cash flow used in investing activities*

Net cash flow used in investing activities in 2019 was a outflow of €1,350 million compared to a cash inflow of €413 million in 2018. The cash outflow of €1,350 million compared with 2018 principally related to additions to interest bearing securities.

Net cash flow used in investing activities in 2018 was a cash inflow of €413 million compared to a cash inflow of €206 million in 2017. The cash inflow of €413 million in 2018 compared with 2017 principally related to a decrease in interest bearing securities.

#### *Cash flow from financing activities*

Net cash flow from financing activities was a cash inflow of €5,311 million and a cash outflow of €1,243 million in 2019 and 2018, respectively. The cash outflow in 2019 compared to 2018 reflected an increase in short-term debt securities issued.

Net cash flow from financing activities was a cash outflow of €1,243 million and a cash inflow of €4,215 million in 2018 and 2017, respectively. The cash outflow in 2018 compared to 2017 reflected an increase in short-term debt securities issued.

### *External sources of funding, financing and indebtedness*

As in prior years, in 2019 NWB Bank maintained a good funding record with a diversified investor base and well spread tenors. The ECB's QE program has been generally favorable to financial markets and the reinstatement of quantitative easing is expected to result in lower volatility in financial markets in the medium to long term. In addition NWB Bank debt securities are recognized as Level 1 high quality liquid assets ('HQLA') for the purposes of such QE program and as a result the amount of Euro and U.S. dollar funding of the Issuer in proportion to total funding of NWB Bank has been larger over the last few years. Furthermore, it has proven more difficult to realize a comparable funding advantage from arbitrage opportunities in issuing in alternative currencies.

Ongoing macroeconomic uncertainty and market volatility occurred in 2019 and is expected to continue in 2020. Further, the European markets may be negatively impacted by uncertainties surrounding the exit the United Kingdom from the European Union and the attendant exit process, and potential consequences for the EU and other Member States. The COVID-19 pandemic has created great uncertainty and is expected to result in a severe decline in economic activity which could compound market volatility. During periods of volatility, NWB Bank has benefited from its low risk profile and has always been able to access the capital markets. In 2019, capital markets funding resulted in lower funding spreads in 2019 compared to the prior two years.

In 2019, NWB Bank issued €9.7 billion (2018: €10.2 billion; 2017: €12.8 billion) of long-term debt instruments (with a maturity of more than one year) for its lending and refinancing purposes. The weighted average maturity of the issues made in 2019 was 7.6 years compared to 8.4 years in 2018 and 9.7 years in 2017. The decrease in NWB Bank's long-term debt funding in 2019 compared with 2018 principally reflected the lower volume of short-term USD tap issues as a replacement for U.S. commercial paper. In addition, in November 2014 DNB confirmed that NWB Bank qualifies as a 'promotional lender' within the framework of the liquidity coverage requirements under the CRR. In April 2015, the ECB added NWB Bank to the list of institutions whose securities are eligible for the public sector purchase program, which is part of the ECB's QE program. The resulting higher demand for NWB Bank debt contributed to the favorable funding rates that NWB Bank was able to achieve in 2019. The resumption of the ECB's QE program is expected to stimulate demand for NWB Bank debt in 2020.

NWB Bank's long-term funding is almost entirely carried out through the issuance of bonds under this Program with €60 billion (or the equivalent in other currencies) available to be issued. At 31 December 2019, €51 billion was issued and outstanding under this program. NWB Bank's funding policy is designed to provide flexibility to respond to investor demand. This approach seeks to strengthen relations with investors and enable NWB Bank to attract funding on competitive terms. NWB Bank issues bonds in several currencies, with the terms and conditions tailored to the needs of both institutional and private investors. In addition to the Debt Issuance Program, NWB Bank has a Kauri bond program for issuing up to AUD 5 billion denominated in Australian and New Zealand dollars. At 31 December 2019, AUD (equivalent) of €3 billion had been issued under this program.

NWB Bank has a €25 billion (or the equivalent in other currencies) euro-commercial paper and certificate of deposit program. In 2019, NWB Bank issued €53.8 billion under its euro-commercial paper and certificate of deposit program (2018: €53.9 billion; 2017: €42.8 billion) and US\$84 billion (approximately €74 billion) under its US commercial paper program (2018: US\$129 billion (approximately €108 billion)). At 31 December 2019, NWB Bank had €6 billion outstanding under its Euro commercial paper program (2018: €7 billion), and US\$11 billion outstanding under its US commercial paper program (2018: US\$1 billion).

Each year, NWB Bank issues a number of benchmark bonds so that NWB Bank yield curves in Euros and U.S. Dollars are and continue to be available to institutional investors. In 2019, NWB Bank completed six benchmark issues totaling €6 billion with amounts ranging from €0.5 billion to €1.4 billion (or equivalent). In 2018, NWB Bank completed six benchmark issues totaling €5 billion with amounts ranging from €0.5 billion to €1.25 billion (or equivalent). The share of benchmark bonds in 2019 is 62%. The benchmarks as a form of public funding are important in relation to recognition of NWB Bank's name in the market, but constitute a more expensive form of funding.

NWB Bank also maintains a collateral position at the Central Bank, to further mitigate any potential liquidity risk in times of market stagnation. Virtually the entire loans and receivables portfolio of NWB Bank is accepted as collateral at the Central Bank. The collateral value of the portion of the loans and receivables portfolio contributed as collateral to the Central Bank was €10.7 billion at 31 December 2019, €11.2 billion at 31 December 2018 and €11.4 billion at 31 December 2017.

The following table presents NWB Bank's long-term bonds by currency of issuance at 31 December for each of the last three years.

	At 31 December		
	2019 <sup>(1)</sup>	2018 <sup>(1)</sup>	2017 <sup>(1)</sup>
	(millions)		
Euros.....	34,839	31,364	28,940
U.S. Dollars .....	11,757	18,701	20,838
Pounds Sterling.....	877	1,192	1,928
Australian Dollars.....	5,207	4,760	3,367
Swedish Krona .....	8,160	7,750	4,630
Swiss Francs .....	2,435	2,735	3,260
Japanese Yen .....	95,218	105,009	140,403
Other.....	1,139	1,099	1,209
Total (in Euros) .....	53,817	56,344	55,382

(1) Derived from NWB Bank's internal management information.

#### *Analysis of financial liabilities according to remaining contractual terms to maturity*

The following table sets forth financial liabilities according to remaining contractual term, including all future undiscounted interest cash flows and before proposed profit appropriation.

(in millions of €)	Total	3 months or shorter	3 months – 1 years	1 year – 5 years	More than 5 years
<b>Liabilities</b>					
Banks .....	4,916	(96)	49	616	4,347
Funds entrusted .....	7,810	73	15	483	7,239
Debt securities .....	77,350	17,778	5,485	23,123	30,964
Subordinated debt .....	382	1	8	88	285
Derivative liabilities .....	27,668	394	905	4,484	21,885
Pension provisions.....	11	-	-	-	11
Deferred income tax .....	11	-	-	11	-
Income tax .....	-	-	-	-	-
Other liabilities .....	23	19	4	-	-
Accruals.....	1	1	-	-	-
Equity .....	1,796	-	-	-	1,796
Total at 31 December 2019 .....	119,968	18,170	6,466	28,805	66,527
Total at 31 December 2018 .....	113,230	12,549	10,842	28,203	61,636
Total at 31 December 2017 .....	110,222	11,379	10,439	32,204	56,200

#### *Irrevocable commitments*

The following table sets forth NWB Bank's irrevocable commitments at 31 December for each of the last three years:



	At 31 December		
	2019	2018	2017
	(€ millions)		
Loans granted but not yet paid .....	1,266	1,054	1,114
Collateral commitments.....	-	35	-
Unused current account overdraft facilities .....	699	886	912
Unused financing facilities .....	1,791	1,782	2,050
.....			
.....			
Guarantees issued .....	4	2	2
	<b>3,760</b>	<b>3,759</b>	<b>4,078</b>

### Capital Management

As described in more detail under the ‘*Supervision and Regulation - Capital Requirements Directive*’ above, CRD IV, in implementing Basel III throughout the EU, is intended to increase the quality and quantity of capital, requires increased capital against derivative positions and introduces a capital conservation buffer, a counter-cyclical buffer, a systemic risk buffer, a new liquidity framework (a LCR and NSFR), as well as a leverage ratio. The LCR addresses the sufficiency of high quality liquid assets to meet short-term liquidity needs under a specified acute stress scenario which may not fall below 100% of the estimated net cash outflows for the following 30 days. The NSFR requires that banks maintain a stable funding profile in relation to their on- and off-balance sheet activities, i.e. that long-term assets are covered with sufficient stable funding. The leverage ratio is defined as Tier-1 capital divided by a measure of non-risk weighted assets (including specific off-balance sheet items).

On 23 November 2016, the European Commission announced a further package of reforms to CRD IV, the BRRD and the SRM Regulation in the form of the EU Banking Reforms, including measures to increase the resilience of EU institutions and enhance financial stability. The EU Banking Reforms are wide-ranging and cover multiple areas, including a binding 3% leverage ratio, the introduction of a binding detailed NSFR, permission for reducing own funds and eligible liabilities, macroprudential tools, a new category of ‘non-preferred’ senior debt, the implementation of the TLAC standard, the amendment of a number of aspects of the MREL framework to align it with the TLAC standard, and the transposition of the FRTB conclusions into EU legislation. As such, the EU Banking Reforms may affect NWB Bank (including with regard to the MREL it must maintain). The EU Banking Reforms have entered into force on 27 June 2019. Most of the new rules in respect of CRD IV will apply from 28 June 2021 and those in respect of the BRRD and SRM Regulation will apply by the end of 2020, subject in certain cases to transposition in the Member States.

NWB Bank is subject to direct supervision by the ECB under the SSM. The ECB is the competent authority responsible for supervising compliance by NWB Bank with the prudential requirements including (among other things) (i) own funds requirements, the LCR, the NSFR, the leverage ratio and the reporting and public disclosure of information on these matters, as set out in the CRR and (ii) the requirements to have in place effective internal capital adequacy assessment. The ECB applies the rules and requirements of the CRR and the Dutch implementation of CRD IV in the DFSA to NWB Bank. Prior to assuming its supervisory role, the ECB subjected NWB Bank (and 119 other European banks) to a ‘comprehensive assessment’, which comprised an asset quality review investigating the quality and value of assets both on on-balance sheet and off-balance sheet credit exposures (‘AQR’), and a forward-looking stress test based in part on the AQR. The AQR and stress test scores of NWB Bank were consistent with the high-quality risk profile pursued by NWB Bank. Even in the most stringent stress scenario, NWB Bank’s Tier 1 ratio was over 62.6% with the minimum applied by the ECB being 6%.

There are three pillars of the CRD IV to which NWB Bank adheres:

Pillar 1: the minimum capital requirements for each category of risk: credit risk, market risk, operational risk and concentration risk;

Pillar 2: internal processes for risk management and setting internal capital requirements: Supervisory Review and Evaluation Process ('SREP') and Internal Capital Adequacy Assessment Process ('ICAAP'), outlier criterion and stress tests; and

Pillar 3: publication of financial headline figure requirements: market discipline and transparency.

### *Pillar 1*

The standardized method for credit risk uses external ratings linked to certain risk weightings. NWB Bank uses the credit ratings of Moody's, Standard & Poor's and/or Fitch.

The market risk concerns risks in the trading portfolio and currency and commodity risks. NWB Bank does not keep a trading portfolio. Since 1 January 2014, the CRR contains an additional capital requirement, the CVA capital charge, which involves a capital charge for the risk arising from a change in the creditworthiness of counterparties with which NWB Bank has derivatives positions. This capital requirement complements the capital charge for the risk of counterparties remaining in default. The CVA capital charge is calculated using a standard formula based on exposure, rating and average terms of derivatives positions entered into with counterparties, among other things. NWB Bank's Tier 1 ratio decreased by 11.8% to 64.2% at 31 December 2019 (including net profit for the year), which is well above the 6% minimum requirement. The decrease resulted primarily from investments in higher risk weighted lending. It mainly concerns the financing of sustainable energy projects, drinking water companies, academic hospitals and PPP projects.

When calculating qualifying capital for operational risk, NWB Bank uses the standardized approach. Under this approach, 15% of the relevant indicator is taken as a benchmark for the operational risk. The relevant indicator is the three-year average of the total of the annual net interest income and the annual net non-interest income at the end of the financial year.

The Large Positions rules limit the concentration risk of a bank. NWB Bank's large positions are mainly connected to the derivatives portfolio. These positions are limited as much as possible by concluding collateral agreements and applying netting.

The table below presents a calculation of the Pillar 1 Tier 1 ratio at 31 December 2019, 2018 and 2017:

	At 31 December		
	2019	2018	2017
	(€ millions, except percentages)		
Equity excluding profit for the current financial year .....	1,701	1,626 <sup>(1)</sup>	1,505
Intangible assets .....	(5)	(3)	2
Prudential filters .....	(5)	(5)	(3)
CET 1 capital .....	1,691	1,618	1,500
Additional Tier 1 capital .....	320	320	320
Tier 1 capital (A) .....	2,011	1,938	1,820
Weighted credit risk (SA) .....	2,265	1,550	1,593
Capital requirement pursuant to CVA (SA) .....	639	713	796
Weighted operational risk (SA, BIA) .....	373	364	291
Risk-weighted assets (B) .....	3,277	2,627	2,680
<b>Tier 1 ratio (A/B) .....</b>	<b>61%</b>	<b>74%</b>	<b>68%</b>

(1) Equity presented at 31 December 2019 excludes net profit for the year. Including net profit for the year, the Tier 1 ratio at 31 December 2019 would have been 64.2%.

(2) Equity presented at 31 December 2018 excludes net profit for the year. Including net profit for the year, the Tier 1 ratio at 31 December 2018 would have been 76.8%.

- (3) Equity presented at 31 December 2017 excludes net profit for the year. Including net profit for the year, the Tier 1 ratio at 31 December 2017 would have been 72.5%.

In 2019, qualifying capital, which almost exclusively comprises Tier 1 capital, increased by €73 million from €1,938 million at 31 December 2018 to €2,011 million at 31 December 2019. The Tier 1 ratio decrease in 2019 compared to 2018 was principally due to investments in higher risk weighted lending. It mainly concerns the financing of renewable energy projects, drinking water companies, academic hospitals and PPP projects.

In 2019, risk-weighted assets increased by €650 million from €2,627 million at 31 December 2018 to €3,277 million at 31 December 2019, principally due to investments in higher risk weighted lending. The Tier 1 ratio decreased from 74% at 31 December 2018 to 61% at 31 December 2019, mainly due to an increase of risk-weighted assets. In addition, the Tier 1 ratio and Common Equity Tier 1 ratio continued to be well above the minimum requirements of 6% and 4.5%, respectively.

### *Pillar 2*

The SREP is an evaluation by ECB, acting in its capacity of supervisory authority, in which it attempts to establish that a bank has its solvency management and capital adequacy, and therefore also its ICAAP, in order.

The outlier criterion sets a maximum interest rate risk that a bank may run on its equity.

Stress tests can be applied under Pillar 1 and Pillar 2. Using sensitivity analyses or scenarios, banks can gain a better understanding of their risk profiles. A best practice for stress tests does not exist yet, which means that each bank needs to develop its own practice. Stress testing forms an integral part of NWB Bank's ICAAP and Internal Liquidity Adequacy Assessment Process ('**ILAAP**'), enabling NWB Bank to assess the impact to its capital and liquidity adequacy against a range of institution-specific and market-wide individually stress tests. These stress tests are performed twice a year together with the quantitative assessment of the ICAAP Pillar 2 capital. In addition, specific stress scenarios are run at the request of the supervisory board or regulatory authorities, in particular the ECB and the EBA.

### *Pillar 3*

Market discipline and transparency in the publication of solvency risks are important elements of the Basel rules for Pillar 3. Central to these publications is information on the solvency and the risk profile of a bank. Pillar 3 disclosure requirements are based on Pillar 1 requirements.

The ultimate aim of Basel III/CRD IV is to reduce leverage in order to bring institutions' weighted assets more in line with their Tier-1 capital. On an EU level, the leverage ratio requirements are phased in with initially a reporting period, a disclosure obligation as of 1 January 2015 and the migration to a binding harmonized requirement as part of the EU Banking Reforms (which is expected to take effect in 2021). If Basel III is followed under CRD IV, the leverage ratio may not fall below 3%, though there is still uncertainty as to the exact percentage and scope of the leverage ratio under CRD IV. 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. In this respect, the European Commission has proposed a binding leverage ratio of 3% pursuant to the EU Banking Reforms. According to the proposal, competent authorities remain responsible for monitoring leverage policies and processes of individual institutions and may impose additional measures to address risks of excessive leverage, if warranted. Although the EU Banking Reforms' 3% leverage ratio is expected to become applicable to NWB Bank, it does propose to provide for certain (further) adjustments to the measure of exposures that would have to be included in the leverage ratio calculation, in light of the constraints that such leverage ratio may entail for certain business models and lines of business. Such adjustments may to a certain extent become applicable to exposures of NWB Bank. Based on the modified method for calculating leverage ratios announced by the Basel Committee in January 2014, NWB Bank's leverage ratio came to 2.4% at 31 December 2019. However, on the basis of the EU Banking Reforms and the formation adjustments to the leverage ratio calculations, NWB Bank would currently expect to comply with the 3% leverage ratio requirement.

Due to the structure of NWB Bank's balance sheet and its lending mainly to Dutch public sector borrowers with currently zero-risk weighting, NWB Bank may not be able to meet the stricter capital and liquidity requirements set

under Basel III, in particular the leverage ratio, pursuant to CRD IV and, as amended or supplemented by the EU Banking Reforms. The volatility in total assets caused by changing interest rates that affect swap-related collateral obligations and require market value adjustments in most of NWB Bank's long-term lending portfolios makes it difficult to manage balance sheet ratios. NWB Bank believes this volatility would warrant an additional capital buffer on top of the required 3% in order to prevent any unintended failure to achieve the target ratio. To date NWB has managed its balance sheet and regulatory capital (its balance sheet leverage ratio at 31 December 2019 was 2.4% compared to 2.6% at 31 December 2018) on the basis that substantially all its assets carry a zero-risk weighting. When its non-risk weighted assets are included, NWB Bank could be required, depending on the applicability of the binding leverage ratio of 3% proposed as part of the EU Banking Reforms and any permitted relevant adjustments or relief in respect of calculating NWB Bank's leverage ratio, either to significantly increase its Tier-1 capital or reduce its lending to comply with such ratio. In order to increase its Tier-1 capital, in addition to retaining profits, NWB Bank has issued and may issue other capital instruments, such as hybrid debt instruments, which may carry a higher cost of funding than its existing long-term debt. In 2018 and 2017, NWB Bank did raise additional Tier 1 capital. In the run-up to 2020, NWB Bank's policy is geared to gradually approximating a 3% leverage ratio. Having to continue to increase Tier-1 capital and/or reduce lending could have an adverse effect on NWB Bank's business and/or results of operations. See 'NWB Bank is subject to substantial regulation and oversight. Significant regulatory developments and changes in the approach of NWB Bank's regulators are likely to have a material adverse effect on NWB Bank's operations or profitability'.

NWB Bank's policy is that future profits are added to the reserve to the maximum extent possible as long as the leverage ratio is below the proposed binding 3% leverage ratio. NWB Bank believes that the Basel 'one size fits all' approach results in a leverage ratio requirement that is inconsistent with business models and risk profiles of European public sector banks. The new leverage ratio may result in excessive capitalization, which is inefficient and permanently reduces shareholder returns. Maintaining a capital base that is commensurate with NWB Bank's risk profile will cause additional expenses to NWB Bank and, hence, the Dutch government.

Finally, international discussions regarding a possible leverage ratio surcharge for G-SIBs have resulted in the Basel III Reforms and the EU Banking Reforms introducing such surcharge. NWB Bank does not currently qualify as such a G-SIB. An increase of the leverage ratio for other systematically important institutions is being analyzed on an EU level. It is currently unclear what this increase will look like and thus what its impact on NWB will be.

### ***Hedging Risks with Derivatives***

As described in '*Hedging Policy of NWB Bank*' above, NWB Bank uses derivatives to manage its interest rate and currency risks. To limit the credit risks associated with these derivatives as much as possible NWB Bank's policy is to only enter into transactions with counterparties with a single A rating at a minimum and limits are set to minimize the total exposure from derivatives. The fair values of these derivatives can, depending on the agreements reached with counterparties, be hedged by collateral agreements (also known as CSAs) using mostly zero thresholds and exchanging collateral on a daily basis in cash. NWB Bank's policy is to conclude CSAs with all counterparties and to ensure that netting agreements apply.

During the periods under review, the creditworthiness of some financial counterparties decreased to such an extent that the positions held were reduced. Portfolio management, monitoring and collateral management were stepped up further with respect to individual derivatives portfolios for all counterparties, as well as for the total derivatives portfolio. This involves monitoring sensitivities in counterparty-specific portfolios and the option of novating a portfolio, or part thereof, to a central counterparty under central clearing in due course. From May 2016, NWB Bank transitioned to the central clearing of interest rate derivatives, which has further reduced counterparty risk. In addition, concentrations in the derivatives portfolio are assessed and adjusted in terms of interest-rate sensitivities, credit ratings and other early warning signals for all counterparties. Of the total derivatives portfolio at 31 December 2016, approximately 78% of the contracts (measured by notional amounts) were entered into with financial institutions that have at least single A ratings.

The total fair value exposure from derivatives to financial counterparties at year-end 2019 was €817 million, of which €689 million was covered by collateral pledged to NWB Bank (2018: €908 million and €740 million; 2017: €1,642 million and €506 million). The total fair value exposure from derivatives from financial counterparties at year-end 2019 was €7,871 million, of which €7,769 million was covered by collateral provided by NWB Bank (2018: €4,181 million and €4,169 million; 2017: €8,240 million and €8,188 million).

The tables below show the net fair values of the derivatives, i.e. including collateral received and provided.

	Positive Fair Value of Derivatives	Netting with Negative Derivatives	Cash Collateral for Loans provided	Net Position
	(€ millions)			
<b>Assets</b>				
Cash, cash equivalents and deposits at the Central Bank...	4,248	(3,431)	(689)	128
Prepayments and accrued income .....	877	-	-	877
Total for 2019 .....	5,125	(3,431)	(689)	1,005
Total for 2018 .....	4,163	(2,909)	(740)	512

	Negative Fair Value of Derivatives	Netting with Positive Derivatives	Cash Collateral for Loans Taken Out	Net Position
	(€ millions)			
<b>Liabilities</b>				
Banks .....	(11,308)	3,431	7,769	(108)
Equity .....	(990)	-	967	(23)
Total for 2019 .....	(12,298)	3,431	8,736	(131)
Total for 2018 .....	(7,252)	2,909	4,331	(12)

NWB Bank's policy is to eliminate all currency risks on both loans granted and borrowings. Currency risks arise primarily in respect of funds borrowed by NWB Bank. NWB Bank borrows significant amounts in foreign currency. The resulting currency risks are fully hedged immediately by entering into cross-currency interest rate and FX swaps.

The table below shows the nominal values in millions in local currencies.

	2019			2018			2017		
CCY	Asset	Liability	Derivatives	Asset	Liability	Derivatives	Asset	Liability	Derivatives
AUD ..	-	(5,533)	5,333	-	(4,919)	4,919	-	(3,779)	3,779
CAD ..	-	(393)	393	-	(393)	393	-	(592)	592
CHF ...	-	(2,435)	2,435	-	(2,735)	2,735	-	(3,260)	3,260
GBP ...	-	(897)	897	-	(1,790)	1,790	-	(1,927)	1,927
HKD ..	-	(100)	100	-	(100)	100	-	(100)	100
JPY ....	-	(130,218)	130,218	-	(140,009)	140,009	-	(175,403)	175,403
NOK ..	-	(500)	500	-	(500)	500	-	(500)	500
NZD...	-	(292)	292	-	(152)	152	-	0	0
SEK ...	-	(8,860)	8,860	-	(7,550)	7,550	-	(4,630)	4,630
USD...	-	(29,228)	29,228	-	(26,183)	26,183	52	(32,158)	32,106
ZAR...	-	-	-	-	-	-	-	(116)	116

The assets are recognized in the statement of financial position under Loans and receivables and Interest-bearing securities. The liabilities are recognized under the item financial liabilities stated at fair value through profit or loss.

## **Off Balance Sheet Arrangements and Contingent Liabilities**

### ***Off balance sheet arrangements***

Other than the irrevocable commitments set forth under ‘ – Liquidity and Capital Resources – Irrevocable commitments’, and the commitments set forth under ‘—Contingent liabilities’ below, NWB Bank has no off balance sheet arrangements as determined for purposes of Dutch GAAP.

### ***Contingent liabilities***

This includes commitments, not included in the balance sheet, which could arise on guarantees issued (standby letters of credit) in connection with the cross-border financing of water authorities and bank guarantees issued to business contacts. NWB Bank had no contingent liabilities at 31 December 2019 compared to €0 million at 31 December 2018 and €41 million at 31 December 2017.

## **Critical Accounting Policies and Estimates**

The preparation of NWB Bank’s Financial Information in accordance with Dutch GAAP requires it to make estimates and assumptions that have an impact on the application of accounting policies and the reported value of assets and liabilities and of income and expenses. The estimates and associated assumptions are based on past experience, market information and various other factors considered to be reasonable given the circumstances. The outcomes form the basis for the opinion on most of the carrying amounts of assets and liabilities which cannot be easily established from other sources. The actual outcomes may differ from these estimates. From 1 January 2020 onwards, NWB Bank will begin to use IFRS EU’s expected loss impairment methodology. This new impairment method replaces the incurred loss model with an expected credit loss approach. The new impairment model applies to all exposures held under financial assets at amortized cost, interest-bearing securities with value changes stated at fair value recorded directly in equity, and irrevocable commitments and contracts concerning financial guarantees. Under IFRS 9, said exposures are classified into three groups based on the various stages of credit risk. A lifetime expected credit loss is recognized for these exposures on an individual basis, taking into account any guarantees and received collateral. This is comparable to the way individual impairments are currently calculated for exposures in default. These impairment rules increase the complexity and degree of professional judgement needed to develop a robust expected credit loss calculation. This pertains to, among other things, determining the probability of default, the loss given default, and the exposure at default in the future. In addition, forward-looking information regarding macro-economic factors must be taken into account. Given the risk profile of NWB Bank’s counterparties, until now there has been no provision for uncollectible receivables in the incurred loss model. Because the scope of the new impairment risk system is greater and the calculations by definition lead to a provision, the bank expects a limited impact on the scope of the bank’s net assets.

The estimates and underlying assumptions are reviewed regularly. Revisions of estimates are recognized in the period in which the estimate was revised if the revision only has consequences for that period, or in both the reporting period and future periods if the revision also has consequences for future periods.

The estimates and assumptions which have a significant risk of causing a material adjustment to the carrying amount of assets and liabilities are described in the principal accounting policies that can be found in the notes to the Financial Information under ‘Significant assumptions and estimation uncertainties’ which is incorporated by reference in this Base Prospectus.

## BALANCE SHEET

The following table sets out the balance sheet information for the years ended 31 December 2019, 2018 and 2017.

	At 31 December		
	2019	2018	2017
	(€ millions)		
<b>Assets</b>			
Cash, cash equivalents and deposits at the Central Bank .....	8,290	10,237	9,638
Banks .....	8,075	4,590	8,755
Loans and receivables.....	69,963	61,405	60,973
Interest-bearing securities.....	4,711	3,291	3,697
Intangible assets .....	5	3	2
Tangible assets .....	5	5	6
Income tax .....	12	8	0
	10	4	0
Other assets.....			
Derivative assets.....	5,125	4,163	4,048
Prepayments .....	9	9	4
<b>Total assets .....</b>	<b>96,205</b>	<b>83,715</b>	<b>87,123</b>
<b>Liabilities</b>			
Banks .....	1,646	1,523	1,154
Funds entrusted.....	6,802	6,528	6,107
Debt securities <sup>(1)</sup> .....	73,289	66,300	66,418
Provisions .....	24	27	32
Income tax .....	-	-	-
Other liabilities .....	24	30	55
Derivative liabilities .....	12,298	7,252	11,402
Accruals.....	-	3	0
<b>Total liabilities.....</b>	<b>94,083</b>	<b>81,663</b>	<b>85,168</b>
Subordinated debt.....	326	326	327
Paid-up and called-up share capital .....	7	7	7
Revaluation reserves.....	1	1	4
Other reserves.....	1,693	1,618	1,494
Unappropriated profit for the year .....	95	100	123
Equity .....	1,796	1,726	1,628
<b>Total Liabilities.....</b>	<b>96,205</b>	<b>83,715</b>	<b>87,123</b>
Irrevocable commitments .....	3,761	3,759	4,078
Contingent liabilities .....	-	-	41

(1) Includes €54 billion, €53 billion and €55 billion of outstanding bonds issued under NWB Bank's various long-term debt issuance programs at 31 December 2019, 2018 and 2017, respectively.

## INCOME STATEMENT

The following table sets out the income statement information for the years ended 31 December 2019, 2018 and 2017.

	Year ended 31 December		
	2019	2018	2017
	(€ millions)		
Interest and similar income.....	1,668	1,567	1,615
Interest and similar expense .....	1,455	1,333	1,339
Net interest income.....	213	234	276
Results from financial transactions.....	(39)	(48)	(58)
Other operating income .....	—	—	—
<b>Total operating income .....</b>	<b>174</b>	<b>186</b>	<b>218</b>
Employee benefits expense .....	12	10	8
Other administrative expenses .....	13	10	10
Employee benefits expense and other administrative expenses .....	25	20	18
Depreciation, amortization and value adjustments of intangible and tangible assets .....	2	2	2
Bank tax and resolution levy .....	22	27	28
<b>Total operating expenses<sup>(1)</sup>.....</b>	<b>49</b>	<b>49</b>	<b>48</b>
Profit from ordinary operations before tax .....	125	137	170
Tax on profit from ordinary operations .....	38	37	47
Extraordinary income .....	11	-	-
Tax on extraordinary income .....	3	-	-
<b>Net profit .....</b>	<b>95</b>	<b>100</b>	<b>123</b>

(1) Including bank tax and NWB Bank's payments to the SRF.

## CASH FLOW STATEMENT

The following table sets out cash flow statement information for the years ended 31 December 2019, 2018 and 2017.

	Year ended 31 December		
	2019	2018	2017
	(€ millions)		
Profit before income tax .....	136	137	170
Adjusted for:			
Depreciation, amortization and value adjustments of tangible and intangible assets.....	2	2	2
Unrealised change in fair value of assets and liabilities for fair value hedge accounting.....	(47)	43	(14)
Change in bank loans and receivables not available on demand .....	(3,399)	4,527	218
Change in public-sector loans and receivables .....	(1,802)	96	779
Change in funds entrusted .....	275	424	46
Change in other assets and liabilities.....	(1,053)	(3,798)	(3,231)
<b>Net cash flows used in operating/banking activities .....</b>	<b>(5,888)</b>	<b>1,431</b>	<b>(2,030)</b>
Additions to interest-bearing securities .....	(3,661)	(1,601)	(569)
Sales and redemptions of interest-bearing securities .....	2,315	2,017	777
Balance .....	(1,346)	416	208



	Year ended 31 December		
	2019	2018	2017
Additions to tangible assets .....	(1)	(1)	(1)
Disposals .....	0	0	0
Balance .....	(1)	(1)	(1)
Additions to intangible assets .....	(3)	(2)	(1)
<b>Net cash flows used in investing activities .....</b>	<b>(1,350)</b>	<b>431</b>	<b>206</b>
Long-term debt securities issued .....	9,702	10,190	12,453
Redemption of long-term debt securities.....	(12,131)	(9,790)	(8,179)
Short-term debt securities issued.....	126,448	162,393	117,512
Redemption of short-term securities.....	(118,708)	(164,036)	(117,571)
Subordinated debt issued.....	-	-	0
Balance .....	5,311	(1,243)	4,215
Dividend paid .....	(20)	-	-
<b>Net cash flow used in financing activities .....</b>	<b>5,291</b>	<b>(1,243)</b>	<b>4,215</b>
<b>Net cash flow .....</b>	<b>(1,947)</b>	<b>601</b>	<b>2,391</b>
Cash flow	(1,947)	601	2,391
Cash and cash equivalents as at 1 January.....	10,237	9,637	7,246
<b>Cash and cash equivalents as at 31 December .....</b>	<b>8,290</b>	<b>10,238</b>	<b>9,637</b>

## TAXATION

### Tax Warning

Potential investors and sellers of Notes should be aware that they may be required to pay stamp taxes or other documentary taxes or fiscal duties or charges in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In addition, payments of interest on the Notes, or income derived from the Notes, may be subject to taxation, including withholding taxes, in the jurisdiction of the Issuer, in the jurisdiction of the holder of Notes, or in other jurisdictions in which the holder of Notes is required to pay taxes. Any such tax consequences may have an impact on the net income received from the Notes.

**Prospective investors should carefully consider the tax consequences of investing in the Notes and consult their own tax adviser about their own tax situation. Finally, potential investors should be aware that tax regulations and their application by the relevant taxation authorities change from time to time, with or without retroactive effect. Accordingly, it is not possible to predict the precise tax treatment which will apply at any given time.**

### Taxation in the Netherlands

#### General

*The following is a general summary of certain material Dutch tax consequences of the acquisition, holding, redemption and disposal of the Notes. This summary does not purport to describe all possible tax considerations or consequences that may be relevant to a holder or prospective holder of Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as 'afgezonderd particulier vermogen' ('APV'), as defined in the Dutch Income Tax Act 2001 (Wet inkomstenbelasting 2001), trusts or similar arrangements, or the (deemed) settlors or beneficiaries of such APVs, trusts or similar arrangements) may be subject to special rules. In view of its general nature, it should be treated with corresponding caution.*

This summary is based on the tax laws of the Netherlands, published regulations thereunder and published authoritative case law, all as in effect on the date hereof, and all of which are subject to change, possibly with retroactive effect. Where the summary refers to 'the Netherlands' or 'Dutch' it refers only to the part of the Kingdom of the Netherlands located in Europe.

**This discussion is for general information purposes only and is not tax advice or a complete description of all tax consequences relating to the acquisition, holding, redemption and disposal of the Notes. Holders or prospective holders of Notes should consult their own tax advisors regarding the tax consequences relating to the acquisition, holding and disposal of the Notes in light of their particular circumstances.**

Please note that the summary does not describe the Dutch tax consequences for:

- (i) holders of Notes if such holders, and in the case of individuals, such holder's partner or certain of their relatives by blood or marriage in the direct line (including foster children), have a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer under the Dutch Income Tax Act 2001. Generally speaking, a holder of securities in a company is considered to hold a substantial interest in such company, if such holder alone or, in the case of individuals, together with such holder's partner (as defined in the Dutch Income Tax Act 2001), directly or indirectly, holds (i) an interest of 5% or more of the total issued capital of that company or of 5% or more of the issued capital of a certain class of shares of that company; or (ii) holds rights to acquire, directly or indirectly, such interest; or (iii) holds certain profit sharing rights in that company that relate to 5% or more of the company's annual profits or to 5% or more of the company's liquidation proceeds. A deemed substantial interest arises if a substantial interest (or part thereof) in a company has been disposed of, or is deemed to have been disposed of, on a non-recognition basis;
- (ii) pension funds, investment institutions (*fiscale beleggingsinstellingen*), exempt investment institutions (*vrijgestelde beleggingsinstellingen*) (as defined in the Dutch Corporate Income Tax Act 1969; *Wet op de vennootschapsbelasting 1969*) and other entities that are, in whole or in part, not subject to or exempt from Netherlands corporate income tax; and

- (iii) holders of Notes who receive or have received the Notes as employment income, deemed employment income or receive benefits from the Notes as a remuneration or deemed remuneration for activities performed by such holders or certain individuals related to such holders (as defined in the Dutch Income Tax Act 2001).

This summary does not describe the consequences of any write down, cancellation, exchange or conversion of the Notes.

#### *Withholding tax*

All payments of principal or interest made by the Issuer under the Notes may be made free of withholding or deduction of, for or on account of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein provided that the Notes do not in fact function as equity of the Issuer for Dutch tax purposes.

#### ***Taxes on income and capital gains***

##### *Dutch Resident Entities*

Generally speaking, if the holder of Notes is an entity that is a resident or deemed to be resident of the Netherlands for Dutch corporate income tax purposes (a 'Dutch Resident Entity'), any payment under the Notes or any gain or loss realized on the redemption, disposal or deemed disposal of the Notes is subject to Dutch corporate income tax at a rate of 16.5% with respect to taxable profits up to €200,000 and 25% with respect to taxable profits in excess of that amount (rates and brackets for 2020).

##### *Dutch Resident Individuals*

If a holder of Notes is an individual, resident or deemed to be resident of the Netherlands for Dutch income tax purposes (a 'Dutch Resident Individual'), any payment under the Notes or any gain or loss realized on the redemption, disposal or deemed disposal of the Notes is taxable at the progressive individual income tax rates (with a maximum of 49.5% in 2020), if:

- (i) the Notes are attributable to an enterprise from which the holder of Notes derives a share of the profit, whether as an entrepreneur (*ondernemer*) or as a person who has a co-entitlement to the net worth (*medegerechtigd tot het vermogen*) of such enterprise without being a shareholder (as defined in the Dutch Income Tax Act 2001); or
- (ii) the holder of Notes is considered to perform activities with respect to the Notes that go beyond ordinary, active asset management (*normaal, actief vermogensbeheer*) or derives benefits from the Notes that are taxable as benefits from other activities (*resultaat uit overige werkzaamheden*).

If the above-mentioned conditions (i) and (ii) do not apply to the individual holder of the Notes, such holder will be taxed annually on a deemed, variable return (with a maximum of 5.28% in 2020) on the individual's net investment assets for the year (*rendementsgrondslag*) at an income tax rate of 30%, insofar the individual's net investment assets for the year exceed a statutory threshold (*heffingvrij vermogen*). The net investment assets for the year are the fair market value of the investment assets less the allowable liabilities on 1 January of the relevant calendar year. The Notes are included as investment assets. Actual income, gains or losses in respect of the Notes are as such not subject to Netherlands individual income tax.

For the net investment assets on 1 January 2020, the deemed return ranges from 1.7893% up to 5.28% (depending on the aggregate amount of the net investment assets of the individual on 1 January 2020). The deemed, variable return will be adjusted annually on the basis of historic market yields.

##### *Non-residents of the Netherlands*

A holder of Notes that is neither a Dutch Resident Entity nor a Dutch Resident Individual, will not be subject to Dutch taxes on income or capital gains in respect of any payment under the Notes or in respect of any gain or loss realized on the redemption, disposal or deemed disposal of the Notes, provided that:

- (i) such holder does not have an interest in an enterprise or deemed enterprise (as defined in the Dutch Income Tax Act 2001 and the Dutch Corporate Income Tax Act 1969) which, in whole or in part, is either effectively managed in the Netherlands or carried on through a permanent establishment, a deemed permanent establishment or a permanent representative in the Netherlands and to which enterprise or part of an enterprise the Notes are attributable; and
- (ii) in the event the holder is an individual, such holder does not carry out any activities in the Netherlands with respect to the Notes that go beyond ordinary active asset management and does not derive benefits from the Notes that are taxable as benefits from other activities in the Netherlands.

### ***Gift and inheritance taxes***

#### ***Residents of the Netherlands***

Gift or inheritance taxes will arise in the Netherlands with respect to a transfer of Notes by way of a gift by or on behalf of, or on the death of, a holder of Notes who is resident or deemed resident of the Netherlands at the time of the gift or the holder's death. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

#### ***Non-residents of the Netherlands***

No Dutch gift or inheritance taxes will arise on the transfer of Notes by way of gift by or on behalf of, or on the death of, a holder of Notes who is neither resident nor deemed to be resident in the Netherlands, unless the transfer is construed as a gift or inheritance 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. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

For purposes of Dutch gift and inheritance taxes, amongst others, a person that holds the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the ten years preceding the date of the gift or such person's death. Additionally, for purposes of Dutch gift tax, amongst others, a person not holding the Dutch nationality will be deemed to be resident in the Netherlands if such person has been resident in the Netherlands at any time during the twelve months preceding the date of the gift.

### ***Value Added Tax (VAT)***

No Dutch VAT is payable by a holder of Notes on (i) any payment in consideration for the issue of the Notes or (ii) the payment of interest or principal by the Issuer under the Notes.

### ***Other taxes and duties***

No Dutch registration tax, stamp duty or any other similar documentary tax or duty is payable by a holder of Notes in respect of (i) the issue of the Notes or (ii) the payment of interest or principal by the Issuer under the Notes.

### ***United States Federal Income Taxation***

#### ***General***

The following is a discussion of certain U.S. federal income tax consequences of the ownership and disposition of Notes issued in registered form by the U.S. Holders described below. This disclosure does not address Notes issued in bearer form, which generally may not be offered or sold in the United States or to U.S. persons (as defined for U.S. federal income tax purposes). Unless an exemption applies, a U.S. person who acquires a Bearer Note generally will be subject to adverse U.S. federal income tax consequences. This discussion only applies to Notes that are purchased by a U.S. Holder described below in their initial offering at the 'issue price', which generally will equal the first price at which a substantial amount of the Notes of the relevant series is sold to the public (not including bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers) for money, and where such U.S. Holder holds the Notes as capital assets.

This discussion does not describe all of the tax consequences that may be relevant to a U.S. Holder in light of its particular circumstances, including the possible effects of Section 451(b) of the Internal Revenue Code 1986, as

amended (the ‘**Code**’) and any consequences under the alternative minimum tax or the Medicare tax on net investment income, nor does it describe all of the tax consequences applicable to U.S. Holders subject to special rules, such as:

- certain financial institutions;
- regulated investment companies;
- insurance companies;
- real estate investment trusts;
- dealers in securities or foreign currencies;
- traders in securities that elect to use a mark-to-market method of tax accounting;
- persons holding Notes as part of a ‘straddle’ or integrated transaction;
- persons whose functional currency is not the U.S. Dollar;
- tax exempt entities, ‘individual retirement accounts,’ and ‘Roth IRAs’;
- partnerships or other entities classified as partnerships for U.S. federal income tax purposes; or
- persons carrying on a trade or business in the Netherlands or holding the Notes in connection with a trade or business conducted outside the United States.

If a partnership holds the Notes, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Partnerships and their partners should consult their own tax advisers regarding the U.S. federal income tax consequences of an investment in the Notes.

This discussion is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described herein (possibly with retroactive effect). Persons considering the purchase of Notes are urged to consult their tax advisers with regard to the application of the U.S. federal income tax laws to their particular situations as well as any tax consequences arising under the laws of any state, local or non-U.S. taxing jurisdiction.

This discussion applies only to Notes that are classified as indebtedness for U.S. federal income tax purposes. This discussion does not apply to every type of Note that may be issued under the Program, including certain Floating Rate Notes, Dual Currency Notes, FX Linked Interest Notes, Notes with maturities of more than 30 years and any other Notes that are subject to U.S. federal income tax consequences that are different from those described below. Additional or alternative material U.S. federal income tax consequences of such Notes may be addressed in a new base prospectus or drawdown prospectus, as applicable.

As used herein, the term ‘**U.S. Holder**’ means a person that is for U.S. federal income tax purposes a beneficial owner of a Note and is:

- a citizen or individual resident of the United States;
- a corporation, or other entity taxable as a corporation, created or organized in or under the laws of the United States, any state therein or the District of Columbia; or
- an estate or trust the income of which is subject to U.S. federal income taxation regardless of its source.

*Stated Interest.* Stated interest paid on a Note will be taxable to a U.S. Holder as ordinary interest income at the time it accrues or is received in accordance with the U.S. Holder’s method of accounting for U.S. federal income tax purposes, provided that the interest is qualified stated interest (as defined below). Any amounts of tax withheld with respect to interest paid on the Notes and, without duplication, additional amounts paid with respect thereto will be treated as ordinary interest income. Interest income earned by a U.S. Holder with respect to a Note will constitute foreign-source income for U.S. federal income tax purposes, which may be relevant in calculating the U.S. Holder’s

foreign tax credit limitation. The rules governing foreign tax credits are complex, and U.S. Holders should consult their tax advisers regarding the creditability of foreign taxes, if any, in their particular circumstances. Special rules governing the treatment of interest paid with respect to Original Issue Discount Notes, including certain Variable Rate Notes and Foreign Currency Notes each as defined below are described under ‘—Original Issue Discount and Variable Rate Notes’ and ‘—Foreign Currency Notes’ below.

*Original Issue Discount and Variable Rate Notes.* A Note that is issued at an issue price less than its ‘stated redemption price at maturity’ will be considered to have been issued at an original issue discount for U.S. federal income tax purposes (and will be referred to in this section as an ‘**Original Issue Discount Note**’) unless the Note satisfies a *de minimis* threshold (as described below) or is a Short-Term Note (as defined below). The ‘stated redemption price at maturity’ of a Note will equal the sum of all payments required under the Note other than payments of ‘qualified stated interest’. ‘Qualified stated interest’ is stated interest unconditionally payable as a series of payments in cash or property (other than in debt instruments of the Issuer) at least annually during the entire term of the Note and equal to the outstanding principal balance of the Note multiplied by a single fixed rate of interest or, subject to certain conditions, based on one or more floating rates or indices.

All stated interest on a Variable Rate Note (as defined below) will constitute qualified stated interest if, throughout the term of the Note, it provides for stated interest at one of the variable rates described below that is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually. Therefore, such a Variable Rate Note will not be treated as having been issued with original issue discount unless it is issued at a ‘true’ discount (*i.e.*, at a price below the Note’s stated principal amount by at least a specified *de minimis* amount). In general, a ‘**Variable Rate Note**’ is a Note that provides for one or more qualified floating rates of interest, a single fixed rate and one or more qualified floating rates, a single objective rate, or a single fixed rate and a single objective rate that is a qualified inverse floating rate (as such terms are defined in applicable Treasury regulations), provided that the issue price of the Note does not exceed the total noncontingent principal payments due under the Note by more than an amount equal to the lesser of (x) 0.015 multiplied by the product of the total noncontingent principal payments and the number of complete years to maturity from the issue date and (y) 15% of the total noncontingent principal payments.

A ‘qualified floating rate’ is any variable rate whereas variations in the value of which can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Rate Note is denominated. An interest rate that is based on the product of a qualified floating rate and a fixed multiple or that subjects a qualified floating rate to a cap, floor, governor or similar restriction, may also be treated as a qualified floating rate if certain conditions are satisfied. An ‘objective rate’ is generally a rate that is determined using a single fixed formula and that is based on objective financial or economic information. A ‘qualified inverse floating rate’ is an objective rate that is equal to a fixed rate minus a qualified floating rate if variations in the rate can reasonably be expected to reflect inversely contemporaneous variations in the qualified floating rate (disregarding for those purposes any cap, floor, governor or similar restriction). If a Variable Rate Note provides for two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Note, the qualified floating rates together will constitute a single qualified floating rate. If interest on a debt instrument is stated at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period, and the value of the variable rate on the issue date is intended to approximate the fixed rate, the fixed rate and the variable rate together will constitute a single qualified floating rate or objective rate. Two or more qualified floating rates or a fixed rate and a variable rate will be conclusively presumed to meet the requirements of the preceding two sentences if the values of the applicable rates on the issue date are within 1/4 of one percentage point of each other. If a Variable Rate Note that provides (or is treated as providing) for interest at a single qualified floating rate or a single objective rate is issued with a ‘true’ discount (*i.e.*, at a price below the Note’s stated principal amount), and the discount is equal to or in excess of the specified *de minimis* amount described below, such discount must be allocated to a U.S. Holder’s accrual periods using the constant-yield method described below by assuming that the variable rate is a fixed rate equal to (i) in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate, or (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Note.

If the difference between a Note’s stated redemption price at maturity and its issue price is less than a *de minimis* amount, *i.e.*, 1/4 of one per cent. of the stated redemption price at maturity multiplied by the number of complete years to maturity, then the Note generally will not be considered to have original issue discount.

A U.S. Holder of an Original Issue Discount Note will be required to include any qualified stated interest payments in income in accordance with the U.S. Holder's method of accounting for U.S. federal income tax purposes and will be required to include original issue discount in income for U.S. federal income tax purposes as it accrues, in accordance with a constant-yield method based on a compounding of interest. Under this method, U.S. Holders of Original Issue Discount Notes generally will be required to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Under applicable Treasury regulations, if the Issuer or the holder has an unconditional option to redeem a Note prior to its stated maturity date and certain other conditions are met, this option will be presumed to be exercised if, by utilizing any date on which the Note may be redeemed as the maturity date and the amount payable on that date in accordance with the terms of the Note as the stated redemption price at maturity, in the case of the Issuer's option, the yield on the Note would be lower than its yield to the stated maturity date or, in the case of the holder's option, the yield on the Note would be higher than its yield to the stated maturity date. If this option is not in fact exercised, the Note would be treated solely for purposes of calculating original issue discount as if it were redeemed, and a new note were issued, on the presumed exercise date for an amount equal to the Note's adjusted issue price on that date. The adjusted issue price of a Note is generally the issue price of the Note, increased by the amount of original issue discount previously includible in gross income and decreased by the amount of any payment previously made, other than a payment of qualified stated interest.

A U.S. Holder may make an election to include in gross income all interest that accrues on any Note (including stated interest, original issue discount or *de minimis* original issue discount, as adjusted by any amortizable bond premium) in accordance with a constant-yield method based on the compounding of interest (a '**constant-yield election**').

A Note that matures one year or less from its date of issuance (taking into account the last possible date that the Note could be outstanding in accordance with its terms, including any rights to extend or rollover) (a '**Short-Term Note**') will be treated as being issued at a discount, and none of the interest paid on the Note will be treated as qualified stated interest. In general, a cash-method U.S. Holder of a Short-Term Note is not required to accrue the discount for U.S. federal income tax purposes unless it elects to do so (but will be required to include in income any interest paid to such U.S. Holder). U.S. Holders who so elect and certain other U.S. Holders, including those who report income on the accrual-method of accounting for U.S. federal income tax purposes, are required to include the discount in income as it accrues, on a straight-line basis, unless another election is made to accrue the discount according to a constant-yield method based on daily compounding. In the case of a U.S. Holder who is not required and who does not elect to include the discount in income currently, any gain realized on the sale, exchange or retirement of the Short-Term Note will be ordinary income to the extent of the discount accrued, on a straight-line basis (or, if elected, according to a constant-yield method based on daily compounding) through the date of sale, exchange or retirement. In addition, such U.S. Holders will be required to defer deductions for any interest paid on indebtedness incurred to purchase or carry Short-Term Notes in an amount not exceeding the accrued discount that has not been included in income.

*Pre-Acquisition Accrued Interest on Additional Notes.* Under the terms of the Notes, if the Issuer issues additional Notes with the same CUSIP, ISIN, Common Code or other identifying number of outstanding Notes ('**Additional Notes**'), the Additional Notes and outstanding Notes must be fungible for U.S. federal income tax purposes. Unless the Additional Notes are issued on an interest payment date, a portion of the price paid for the Additional Notes will be attributable to interest that accrued prior to the issuance of the Additional Notes (the '**pre-acquisition accrued interest**'). On the first interest payment date on the Additional Notes, a portion of the interest received in an amount equal to the pre-acquisition accrued interest may be treated as a return of capital and not as a payment of interest on the Notes. Amounts treated as a return of capital should not be taxable when received. Pre-acquisition accrued interest not included in income will not form part of any amortizable bond premium as described below under '—Amortizable Bond Premium.'

*Contingent Payment Debt Instruments.* Special rules govern the tax treatment of debt obligations that are treated under applicable Treasury regulations as providing for contingent payments ('**Contingent Payment Debt Instruments**'). These rules generally require accrual of interest income on a constant-yield basis at an assumed yield determined at the time of issuance of the obligation. Adjustments will be required to these accruals when any contingent payments are made that differ from the payments calculated based on the assumed yield. Generally, any gain on the sale, exchange, retirement or other disposition of a Contingent Payment Debt Instrument will be ordinary income. The U.S. federal income tax treatment of any Notes that are treated as Contingent Payment Debt Instruments (including for example Notes that provide for floating interest rates but do not qualify as Variable Rate Notes) will be more fully described in a prospectus supplement, a new base prospectus or a drawdown prospectus, as applicable.

*Amortizable Bond Premium.* If a U.S. Holder purchases a Note for an amount that is greater than the sum of all amounts payable on the Note other than qualified stated interest, the U.S. Holder will be considered to have purchased the Note with amortizable bond premium equal to this excess. The U.S. Holder may elect to amortize this premium, using a constant-yield method, over the remaining term of the Note. Special rules may limit the amount of bond premium that can be amortized during certain accrual periods in the case of Notes that are subject to optional early redemption. A U.S. Holder may generally use the amortizable bond premium allocable to an accrual period to offset qualified stated interest required to be included in the U.S. Holder's income with respect to the Note in that accrual period. A U.S. Holder who elects to amortize bond premium must reduce its tax basis in the Note by the amount of the premium amortized in any year. An election to amortize bond premium applies to all taxable debt obligations held by the U.S. Holder on or after the first day of the taxable year in which the election is made and may be revoked only with the consent of the Internal Revenue Service.

If a U.S. Holder makes a constant-yield election (as described under '—Original Issue Discount and Variable Rate Notes' above) for a Note with amortizable bond premium, such election will result in a deemed election to amortize bond premium for all of the U.S. Holder's debt instruments with amortizable bond premium and may be revoked only with the permission of the Internal Revenue Service with respect to debt instruments held or acquired after the election.

*Occurrence of a Benchmark Event for Notes Linked to or Referencing a Benchmark or Screen Rate.* If a Benchmark Event occurs, the tax treatment of a U.S. Holder holding Notes linked to or referencing a benchmark or screen rate, including LIBOR, EURIBOR, and any other IBOR, will depend on whether a replacement of the Original Reference Rate with an alternative reference rate is treated as a "significant modification" that results in a deemed exchange of the existing Notes for "new" Notes. In general, for U.S. federal income tax purposes, a significant modification occurs if, based on all the facts and circumstances and taking into account all modifications of the debt instrument collectively, the legal rights or obligations that are altered and the degree to which they are altered are economically significant. A modification is generally any alteration, including any deletion or addition, in whole or in part, of a legal right or obligation of the issuer or a holder of a debt instrument. The applicable U.S. Treasury regulations provide, however, that alterations that occur as a result of the operation of the terms of the debt instrument are not considered modifications for U.S. federal income tax purposes.

The terms of the Notes generally provide for replacement of the Original Reference Rate in case of a Benchmark Event. Therefore, such replacement, if any, should occur as a result of the operation of the terms of the Notes and should not result in a modification of the Notes. Although the matter is not entirely free from doubt, the Issuer intends to take the position that the occurrence of a Benchmark Event should not constitute a modification of the terms of the Notes, and the U.S. Holders should not recognize any gain or loss for U.S. federal income tax purposes as a result of the occurrence of a Benchmark Event. U.S. Holders should consult their tax advisers concerning the U.S. federal income tax consequences to them of the replacement of the Original Reference Rate upon occurrence of a Benchmark Event.

*Sale, Exchange or Retirement of the Notes.* Upon the sale, exchange or retirement of a Note, a U.S. Holder will recognize taxable gain or loss equal to the difference between the amount realized on the sale, exchange or retirement and the U.S. Holder's adjusted tax basis in the Note. Gain or loss, if any, will generally be U.S.-source for purposes of computing a U.S. Holder's foreign tax credit limitation. For these purposes, the amount realized does not include any amount attributable to accrued interest, which will be treated as interest as described under '—Stated Interest' above. A U.S. Holder's adjusted tax basis in a Note generally will equal such U.S. Holder's initial investment in the Note increased by any original issue discount included in income and decreased by any bond premium previously amortized and principal payments or payments other than qualified stated interest previously received. In the case of Additional Notes, a U.S. Holder's tax basis should not include any amount of pre-acquisition accrued interest to the extent not included in income, as described in '—Pre-Acquisition Accrued Interest on Additional Notes' above.

Except as described below, gain or loss realized on the sale, exchange or retirement of a Note will generally be capital gain or loss and will be long-term capital gain or loss if at the time of sale, exchange or retirement the Note has been held for more than one year. An exception to this general rule applies in the case of a Short-Term Note to the extent of any accrued discount not previously included in the U.S. Holder's taxable income. See '—Original Issue Discount and Variable Rate Notes' above. In addition, other exceptions to this general rule apply in the case of certain Foreign Currency Notes (as defined below). See '—Foreign Currency Notes' below.

*Foreign Currency Notes.* The rules applicable to Notes denominated in (or the payments on which are determined by reference to) a currency other than U.S. Dollars ('**Foreign Currency Notes**') could require some or all of the gain or



loss on the sale, exchange or other disposition of a Foreign Currency Note to be recharacterized as ordinary income or loss. The rules applicable to Foreign Currency Notes are complex. Various elections are available under these rules. U.S. Holders are urged to consult their tax advisers regarding the U.S. federal income tax consequences of the acquisition, ownership and disposition of Foreign Currency Notes.

A U.S. Holder who uses the cash-method of tax accounting and who receives a payment of qualified stated interest (or who receives proceeds from a sale, exchange or other disposition attributable to accrued stated interest) in a foreign currency with respect to a Foreign Currency Note will be required to include in income the U.S. Dollar value of the foreign currency payment (determined based on a spot rate on the date the payment is received) regardless of whether the payment is in fact converted into U.S. Dollars at that time, and this U.S. Dollar value will be the U.S. Holder's tax basis in the foreign currency received.

An accrual-method U.S. Holder will be required to include in income the U.S. Dollar value of the amount of interest income (including original issue discount and reduced by amortizable bond premium to the extent applicable) that has accrued and is otherwise required to be taken into account with respect to a Foreign Currency Note during an accrual period. The U.S. Dollar value of the accrued income will be determined by translating the income at the average rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average rate for the partial period within the taxable year. Alternatively, an accrual-method U.S. Holder may elect to translate interest income (including original issue discount) into U.S. Dollars at the spot rate on the last day of the interest accrual period (or, in the case of a partial accrual period, on the last day of the taxable year) or, if the date of receipt is within five business days of the last day of the interest accrual period, on the date of receipt. A U.S. Holder that makes this election must apply it consistently to all debt instruments from year to year and cannot change the election without the consent of the Internal Revenue Service.

An accrual-method U.S. Holder will recognize ordinary U.S.-source income or loss (which will not be treated as interest income or expense) with respect to accrued interest income on the date the interest payment or payment of proceeds from the sale, exchange or other disposition attributable to accrued interest is actually received. The amount of ordinary income or loss recognized will equal the difference between the U.S. Dollar value of the foreign currency payment received (determined based on a spot rate on the date the payment is received) in respect of the accrual period and the U.S. Dollar value of interest income that has accrued during the accrual period (as determined above). Rules similar to these rules apply in the case of cash-method U.S. Holders who are required currently to accrue original issue discount on a Foreign Currency Note.

Original issue discount and amortizable bond premium on a Foreign Currency Note are determined in the relevant foreign currency.

If an election to amortize bond premium is made, amortizable bond premium taken into account on a current basis will reduce interest income in units of the relevant foreign currency. Gain or loss attributable to fluctuations in exchange rates will be realized on amortized bond premium with respect to any period by treating the bond premium amortized in the period in the same manner as it would have been treated on the sale, exchange or retirement of the Foreign Currency Note. Any such exchange gain or loss will be ordinary income or loss as described below. If the election is not made, any bond premium will be taken into account in determining the overall gain or loss on the Notes and any loss realized on the sale, exchange or retirement of a Foreign Currency Note with amortizable bond premium by a U.S. Holder who has not elected to amortize the premium will be a capital loss to the extent of the bond premium, subject to the discussion of foreign currency loss below.

A U.S. Holder's tax basis in a Foreign Currency Note will be the U.S. Dollar value of the foreign currency amount paid for such Foreign Currency Note determined on the date of the purchase, and the amount of any subsequent adjustment to the U.S. Holder's tax basis (including adjustments for original issue discount included as income and any bond premium previously amortized or principal payments received) will be the U.S. Dollar value of the foreign currency amount of the adjustment determined on the date of the adjustment. The amount realized on a sale, exchange or retirement of a Foreign Currency Note will generally be the U.S. Dollar value of the foreign currency received (except to the extent attributable to accrued interest), determined on the date of the sale, exchange or retirement. However, if a Foreign Currency Note is traded on an 'established securities market' and the U.S. Holder is a cash-method taxpayer or an electing accrual-method taxpayer, the U.S. dollar value of the foreign currency amount paid for such Note and the amount realized on the disposition of such Note will be the determined based on the spot rate on the settlement date of the purchase or disposition. An accrual-method U.S. Holder making the election described in the preceding sentence must apply such election consistently to all debt instruments denominated in foreign

currency which are traded on ‘established securities markets’ and cannot change it without the consent of the Internal Revenue Service.

Gain or loss realized upon the sale, exchange or retirement of a Foreign Currency Note that is attributable to fluctuations in currency exchange rates will be ordinary income or loss which will not be treated as interest income or expense. Gain or loss attributable to fluctuations in exchange rates will equal the difference between (i) the U.S. Dollar value of the foreign currency principal amount of the Note, determined on the date the payment is received or the Note is disposed of (or if the Note is traded on an ‘established securities market’, on the settlement date if the U.S. Holder is a cash-method taxpayer or an accrual-method taxpayer making the election described in the preceding paragraph); and (ii) the U.S. Dollar value of the foreign currency principal amount of the Note, determined on the date the U.S. Holder acquired the Note. Payments received attributable to accrued qualified stated interest will be treated in accordance with the rules applicable to payments of interest on Foreign Currency Notes described above. The foreign currency gain or loss with respect to the sale or other taxable disposition (including with respect to accrued interest received on the sale or other taxable disposition) will be recognized only to the extent of the total gain or loss realized by the U.S. Holder on the sale, exchange or retirement of the Foreign Currency Note. The foreign currency gain or loss will be U.S.-source income or loss. Any gain or loss realized by a U.S. Holder in excess of the foreign currency gain or loss will be capital gain or loss (except in the case of a Short-Term Note, to the extent of any discount not previously included in the U.S. Holder’s income).

A U.S. Holder will have a tax basis in any foreign currency received on the sale, exchange or retirement of a Foreign Currency Note equal to the U.S. Dollar value of the foreign currency, determined at the time of sale, exchange or retirement (or if the Note is traded on an ‘established securities market’, on the settlement date of the sale, exchange or retirement if the U.S. Holder is a cash-method taxpayer or an electing accrual-method taxpayer). Any gain or loss realized by a U.S. Holder on a sale or other disposition of foreign currency (including its exchange for U.S. Dollars or its use to purchase Foreign Currency Notes) will be ordinary income or loss.

A U.S. Holder may be required to file a reportable transaction disclosure statement with its U.S. federal income tax return, if such U.S. Holder realizes a loss on the sale or other disposition of a Foreign Currency Note and such loss is greater than an applicable threshold amount, which differs depending on the status of the U.S. Holder. A U.S. Holder that claims a deduction with respect to a Foreign Currency Note should consult its own tax adviser regarding the need to file a reportable transaction disclosure statement.

*Backup Withholding and Information Reporting.* Information returns may be filed with the Internal Revenue Service in connection with payments on the Notes and the proceeds from a sale or other disposition of a Note. A U.S. Holder may be subject to backup withholding on these payments if the U.S. Holder fails to provide its taxpayer identification number and comply with certain certification procedures or otherwise establish an exemption from backup withholding. The amount of any backup withholding will be allowed as a credit against the U.S. Holder’s U.S. federal income tax liability and may entitle the U.S. Holder to a refund, provided that the required information is timely furnished to the Internal Revenue Service.

Certain individual U.S. Holders (and certain specified U.S. entities) may be required to report to the Internal Revenue Service certain information relating to their beneficial ownership of Notes or of non-U.S. financial accounts through which the Notes may be held. U.S. Holders who fail to report the required information could be subject to substantial penalties.

### **Taxation in Luxembourg**

The comments below are intended as a basic summary of certain withholding tax consequences in relation to the purchase, ownership and disposition of the Notes under Luxembourg law. Persons who are in any doubt as to their tax position should consult a professional tax adviser.

Under Luxembourg tax law currently in effect and with the possible exception of interest paid to certain resident individual Noteholders, there is no Luxembourg withholding tax on payments of at arms’ length interest (including accrued but unpaid interest). There is also no Luxembourg withholding tax, with the possible exception of payments made to certain resident individual Noteholders, upon repayment of principal in case of reimbursement, redemption, repurchase or exchange of the Notes.

However, according to the Luxembourg law of 23 December 2005 as amended (the ‘Law’), payment of interest or similar income (within the meaning of the Law) on debt instruments made or deemed made by a paying agent (within the meaning of the Law) established in Luxembourg to or for the benefit of an individual Luxembourg resident for tax purposes who is the beneficial owner of such payment may be subject to a final tax at a rate of 20%. Such final tax will be in full discharge of income tax if the individual beneficial owner acts in the course of the management of his/her private wealth. Responsibility for the withholding and payment of the tax lies with the Luxembourg paying agent.

An individual beneficial owner of interest or similar income (within the meaning of the Law) who is a resident of Luxembourg and acts in the course of the management of his/her private wealth may opt for a final tax of 20% when he/she receives or is deemed to receive such interest or similar income from a paying agent established in another EU Member State or in a Member State of the EEA which is not an EU Member State. Responsibility for the declaration and the payment of the 20% final tax is assumed by the individual resident beneficial owner of interest.

### **Taxation in France**

*The following is an overview addressing only the French compulsory withholding tax treatment of income arising from the Notes. This overview is (i) based on the laws and regulations in full force and effect in France as at the date of this Base Prospectus, which may be subject to change in the future, potentially with retroactive effect, and (ii) prepared on the assumption that the Issuer is not a French resident for French tax purposes (whether actually or constructively) and the Notes (and any transaction in relation to the Notes) are not attributed or attributable to a French branch, permanent establishment or place of business of the Issuer for French tax purposes. Investors should be aware that the comments below are of a general nature and do not constitute legal or tax advice and should not be understood as such. Prospective investors are therefore advised to consult their own qualified advisers so as to determine, in the light of their individual situation, the tax consequences of the purchase, holding, redemption or sale of the Notes.*

#### *Withholding tax*

All payments by the Issuer in respect of the Notes will be made free of any compulsory withholding or deduction for or on account of any income tax imposed, levied, withheld, or assessed by France or any political subdivision or taxing authority thereof or therein, except that subject to certain exceptions, interest and other similar revenues paid by paying agents (*établissements payeurs*) established in France and received by individuals who are fiscally domiciled (*domiciliés fiscalement*) in France are subject to a 12.8 per cent. withholding tax, which is deductible from their personal income tax liability in respect of the year in which the payment has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied by way of withholding at a global rate of 17.2 per cent on such interest and other similar revenues paid by paying agents (*établissements payeurs*) established in France to individuals who are fiscally domiciled (*domiciliés fiscalement*) in France, subject to certain exceptions.

### **Taxation in Germany**

*The overview below is a basic summary of certain German withholding tax consequences in relation to the Notes and is included herein solely for information purposes and does not purport to be a comprehensive description of the entire German withholding tax regime. Persons who are in any doubt as to their tax position should consult a professional tax advisor. The overview is based on the laws, regulations and administrative and judicial interpretations presently in force in Germany which may be subject to change in the future, potentially with retroactive or retrospective effect. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers to German tax law and/or concepts only.*

*The law as currently in effect provides for a reduced tax rate for certain capital investment income. There is an ongoing discussion in Germany whether the reduced tax rate should be increased or abolished altogether so that investment income would be taxed at regular rates. It is still unclear, whether, how and when the current discussion may result in any legislative changes.*

On the date of this Base Prospectus, there is in the Federal Republic of Germany no statutory obligation for the Issuer to withhold or deduct any German withholding tax at source from payments of interest and repayments of capital on the Notes as well as gains from the disposal, redemption, repayment or assignment of the Notes, unless the Issuer qualifies as a German Disbursing Agent (as defined below) with respect to the Notes.

If the Notes are kept or administered in a securities deposit account with a German branch of a German or non-German credit institution (*Kreditinstitut*) or financial services institution (*Finanzdienstleistungsinstitut*), a German securities trading company (*Wertpapierhandelsunternehmen*) or a German securities trading bank (*Wertpapierhandelsbank*) (each a ‘German Disbursing Agent’, *auszahlende Stelle*) and the German Disbursing Agent pays out or credits the investment income, the German Disbursing Agent will generally withhold a withholding tax (*Kapitalertragsteuer*) of 25 per cent. plus a solidarity surcharge of 5.5 per cent. thereon (resulting in a total withholding tax charge of 26.375 per cent.) from payments of interest and from gains from the disposal, redemption, repayment or assignment of Notes. Furthermore, church tax may also be withheld if the individual investor is a member of a church collecting such a tax.

Where Notes are not kept or administered in a securities deposit account with a German Disbursing Agent and interest or proceeds from the disposal, redemption, repayment or assignment of Notes issued in definitive form are paid by a German Disbursing Agent upon physical delivery of the Notes or interest coupons (over-the-counter transactions (*Tafelgeschäft*)), withholding tax will generally also apply. In this case, 30% of the proceeds from the disposal, redemption, repayment or assignment of Notes will be treated as capital gain. Moreover, also non-residents will be subject to German withholding tax when collecting interest or proceeds from the disposal, redemption, repayment or assignment of Notes in an over-the-counter transaction from a German Disbursing Agent but they may be able to subsequently reclaim the German tax withheld in whole or in part.

Please note that according to a bill enacted in December 2019, the solidarity surcharge will be partially abolished as of the assessment period 2021 for certain individuals. The solidarity surcharge shall, however, continue to apply for capital investment income and, thus, on withholding taxes levied. In case the individual income tax burden for an individual holder is lower than 25% the holder can apply for his/her capital investment income being assessed at his/her individual tariff-based income tax rate in which case solidarity surcharge would be refunded.

### **Taxation in the United Kingdom**

*The following is a general summary of the Issuer’s understanding of certain aspects of current United Kingdom law and published HM Revenue & Customs (‘HMRC’) practice relating to certain aspects of United Kingdom taxation. It applies only to persons who are the absolute beneficial owners of Notes and related Coupons and may not apply to certain classes of persons, such as dealers and persons connected with the Issuer, to whom special rules may apply.*

*Prospective Noteholders who are in any doubt as to their tax position or who may be subject to tax in any jurisdiction other than the United Kingdom should seek independent professional advice without delay.*

The Issuer may make payments in respect of the Notes without deduction or withholding for or on account of United Kingdom tax where such payments do not have a ‘United Kingdom source’. Interest on Notes may have a United Kingdom source (‘**UK Interest**’); for example interest on Notes secured on assets situated in the United Kingdom may have a United Kingdom source.

Payments of UK Interest made in respect of Notes which carry a right to interest and are listed on a “recognised stock exchange” within the meaning of section 1005 Income Tax Act 2007 (‘**ITA 2007**’), or are admitted to trading on a multilateral trading facility operated by an EEA-regulated recognised stock exchange within the meaning of section 987 ITA 2007 may be made without withholding or deduction for or on account of United Kingdom income tax.

In cases falling outside the exemptions described above, UK Interest on Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty, or to any other exemption which may apply.

If Notes are issued at a discount to their principal amount, any such discount element is not subject to any United Kingdom withholding tax. If Notes are redeemed at a premium to principal amount (as opposed to being issued at a discount) then, depending on the circumstances, such premium may constitute a payment of interest for United Kingdom tax purposes and hence be subject to the United Kingdom withholding tax rules outlined above.

## BENEFIT PLAN INVESTOR CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended (**'ERISA'**), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the **'Code'**), impose certain requirements on (a) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (b) individual retirement accounts, "Keogh" plans or other "plans" (as defined in Section 4975(e)(1) of the Code) that are subject to Section 4975 of the Code, (c) persons or entities whose underlying assets include, or are deemed to include **'plan assets'** by reason of any such employee benefit plan's or plan's investment therein under the U.S. Department of Labor (the **'DOL'**) regulation at 29 C.F.R. § 2510.3-101, as modified in application by Section 3(42) of ERISA, or otherwise for purposes of Title I of ERISA or Section 4975 of the Code (the foregoing (a)-(c), collectively, **'Plans'**) and (d) persons who are fiduciaries with respect to Plans. In addition, plans maintained outside of the United States primarily for the benefit of persons substantially all of whom are non-resident aliens (**'Foreign Plans'**), "governmental plans" (as defined in Section 3(32) of ERISA), and church plans (as defined in Section 3(33) of ERISA) that have made no election under Section 410(d) of the Code) (collectively, **'Non-ERISA Arrangements'**), while not subject to the fiduciary responsibility and prohibited transaction provisions of Title I of ERISA or Section 4975 of the Code, may be subject to other U.S. federal state, local or non-U.S. law or regulation that contains one or more provisions that are substantially similar to to ERISA or the Code (**'Similar Law'**).

In addition to ERISA's general fiduciary standards, Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of a Plan and persons who have specified relationships to the Plan, *i.e.*, **'parties in interest'** (as defined in Section 3(14) of ERISA) or **'disqualified persons'** as defined in Section 4975 of the Code (the foregoing are collectively referred to as **'parties in interest'**) unless exemptive relief is available under an exemption issued by the U.S. Department of Labor. Parties in interest that engage in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code. NWB Bank, any dealer and any of their current and future affiliates, including the calculation agent, may be parties in interest with respect to many Plans. Thus, a Plan fiduciary considering an investment in a Note should also consider whether such an investment might constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code. For example, a Note may be deemed to represent a direct or indirect sale of property, extension of credit or furnishing of services between NWB Bank and an investing Plan which would be prohibited if NWB Bank is a party in interest with respect to the Plan, unless exemptive relief were available.

In this regard, each prospective purchaser that is, or is acting on behalf of, a Plan, and proposes to purchase any Note or interest therein, should consider the relief available under the following prohibited transaction class exemptions, or **PTCEs**: (A) the in-house asset manager exemption (**'IPAM'**) (PTCE 96-23), (B) the insurance company general account exemption (PTCE 95-60), (C) the bank collective investment fund exemption (PTCE 91-38), (D) the insurance company pooled separate account exemption (PTCE 90-1) and (E) the qualified professional asset manager exemption (**'QPAM'**) (PTCE 84-14). In addition, ERISA Section 408(b)(17) and Section 4975(d)(20) of the Code provide a limited exemption for the purchase and sale of securities and related lending transactions, provided that neither the issuer of the securities nor any of its affiliates have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any Plan involved in the transaction and provided further that the Plan neither pays more nor receives less than adequate consideration in connection with the transaction (the so-called **'service provider exemption'**). NWB Bank and the Dealers make no assurance that any of these statutory or class exemptions will be available with respect to transactions involving the Notes.

Each purchaser or holder of a Note (including any interest in a Note), and each fiduciary who causes any entity to purchase or hold a Note, shall be deemed to have represented and warranted, on each day such purchaser or holder holds such Note (or interest therein), that either (i) it is not, and is not acting on behalf of, and for so long as it holds a Note (or any interest therein), it will not be, and will not be acting on behalf of, a Plan or a Non-ERISA Arrangement; or (ii) its acquisition, holding and subsequent disposition of such Note (or any interest therein) shall not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law.

In addition, each purchaser or holder of a Note (including any interest therein) pursuant to this Base Prospectus that is a Plan or is purchasing or holding the Note (including any interest therein) on behalf of a Plan will be deemed to represent, warrant and acknowledge, that it understands that none of NWB Bank and the Dealers has undertaken or will undertake to provide impartial investment advice to the Plan or its fiduciary, or has given or will give advice in a fiduciary capacity, in connection with the purchaser or holder's purchase or holding of the Note (including any interest therein).

Fiduciaries of any Plans and Non-ERISA Arrangements should consult their own legal counsel before purchasing a Note. Each purchaser and holder of a Note will have exclusive responsibility for ensuring that its acquisition, holding and subsequent disposition of a Note (or any interest therein) does not violate the fiduciary or prohibited transaction rules of ERISA, Section 4975 of the Code or any Similar Law. Nothing herein shall be construed as a representation that an investment in a Note would meet any or all of the relevant legal requirements with respect to investments by, or is appropriate for, Plans or Non-ERISA Arrangements generally or any particular Plan or Non-ERISA Arrangement. Additionally, neither this discussion nor anything in this Base Prospectus is or is intended to be investment advice directed at any purchaser or holder that is using plan assets of a Plan or Non-ERISA Arrangement, or at such purchasers or holders generally.

## **PLAN OF DISTRIBUTION**

Under the Program, Notes may be issued from time to time by the Issuer to any one or more of the Dealers. The Dealers have, in an amended and restated program agreement dated 30 April 2020 (as further amended and/or supplemented and/or restated from time to time, the ‘**Program Agreement**’), agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated in ‘Form of the Notes’ and ‘Terms and Conditions of the Notes’. In the Program Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the redocumentation of the Program and the issue of Notes under the Program. The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which case a supplemental base prospectus, a new base prospectus or a drawdown prospectus, as appropriate, will be made available which will describe the effect of the agreement reached in relation to such Notes and which will be subject to the prior approval of the AFM.

### **Conflicts**

Certain of the Dealers 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, and may perform services for, the Issuer or its affiliates. They have received, or may in future receive, customary fees and commissions for these transactions. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Program, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

In addition in the ordinary course of their business activities, the Dealers 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. Certain of the Dealers or their affiliates may have a lending relationship with the Issuer and may routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in the Issuer’s securities, including potentially the Notes. Any such positions could adversely affect future trading prices of the Notes. The Dealers 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.

### **General**

Each Dealer has represented and agreed and each further Dealer appointed under the Program will be required to represent and agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers or sells Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes 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 Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

### **Selling Restrictions**

#### ***United States***

The Notes have not been and will not be registered under the Securities Act or any U.S. state securities laws and the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable U.S. state securities laws, or pursuant to an effective registration

statement. Accordingly, the Notes are being offered, sold or delivered only: (a) outside the United States in offshore transactions in reliance on Regulation S; and (b) in the United States only to QIBs in connection with resales by the Dealers in reliance on and in compliance with Rule 144A.

The Notes in bearer form are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that, except as permitted by the Program Agreement, it will not offer, sell or deliver such Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the relevant Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the relevant Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, other than pursuant to Rule 144A and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto, a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the commencement of the offering of Notes comprising any Tranche, any offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A or another exemption from registration under the Securities Act.

Dealers may arrange for the resale of Notes to QIBs pursuant to Rule 144A and each such purchaser of Notes is hereby notified that the Dealers may be relying on the exemption from the registration requirements of the Securities Act provided by Rule 144A. The minimum aggregate nominal amount of Notes which may be purchased by a QIB pursuant to Rule 144A is U.S. \$200,000 (or the approximate equivalent thereof in any other currency). To permit compliance with Rule 144A in connection with any resales or other transfers of Notes that are ‘restricted securities’ within the meaning of the Securities Act, the Issuer has undertaken to furnish, upon the request of a holder of such Notes or any beneficial interest therein, to such holder or to a prospective purchaser designated by it, the information required to be delivered under Rule 144A(d)(4) under the Securities Act if, at the time of the request, any of the Notes remain outstanding as ‘restricted securities’ within the meaning of Rule 144(a)(3) under the Securities Act and the Issuer is neither a reporting company under Section 13 or 15(d) of the Exchange Act nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder.

The Notes in bearer form will be issued in accordance with the provisions of U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D) or, any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the ‘**TEFRA D Rules**’), unless the applicable Final Terms specify (i) that the Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C) or, any successor rules in substantially the same form as such rules for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the ‘**TEFRA C Rules**’) or (ii) in the case of Notes with a term of one year or less taking into account any unilateral right to extend or rollover, that TEFRA is not applicable.

In respect of Notes in bearer form issued or to be issued in accordance with the TEFRA D Rules, each Dealer has represented and agreed (and each further Dealer appointed under the Program will be required to represent and agree) that:

- (a) except to the extent permitted under the TEFRA D Rules, (i) it has not offered or sold, and during the restricted period will not offer or sell, Notes to a person who is within the United States or its possessions or to a United States person, and (ii) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes that are sold during the restricted period;
- (b) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the TEFRA D Rules;



- (c) if such Dealer is a United States person, it represents that it is acquiring the Notes for purposes of resale in connection with their original issuance and, if such Dealer retains Notes for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D)(6) or any successor provision for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended;
- (d) with respect to each affiliate (if any) that acquires from such Dealer Notes for the purposes of offering or selling such Notes during the restricted period, such Dealer either (i) hereby represents and agrees on behalf of such affiliate (if any) to the effect set forth in sub-paragraphs (a), (b) and (c) of this paragraph or (ii) agrees that it will obtain from such affiliate (if any) for the benefit of the Issuer the representations and agreements contained in sub-paragraphs (a), (b) and (c) of this paragraph; and
- (e) such Dealer will obtain for the benefit of the Issuer the representations and agreements contained in sub-paragraphs (a), (b), (c) and (d) of this paragraph from any person other than its affiliate with whom it enters into a written contract, as defined in U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D)(4) or any successor provision for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended, for the offer and sale of Notes during the restricted period.

Terms used in the above paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, including the TEFRA D Rules.

Permanent and Definitive Notes issued pursuant to the TEFRA D Rules and any receipts or coupons appertaining thereto will bear the following legend:

‘ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE.’

Where the TEFRA C Rules are specified in the applicable Final Terms as being applicable in relation to any issue of Notes in bearer form, such Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance. Accordingly, each Dealer has represented and agreed (and each additional Dealer appointed under the Program will be required to represent and agree) in respect of such Notes that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any such Notes within the United States or its possessions in connection with the original issuance. Further, each Dealer has represented and agreed (and each further Dealer appointed under the Program will be required to represent and agree) in connection with the original issuance of such Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve the U.S. office of such Dealer in the offer and sale of Notes. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, including the TEFRA C Rules.

Each Dealer has agreed, and each further Dealer appointed under the Program will be required to agree, that it has not entered and will not enter into any contractual arrangements with respect to the distribution or delivery of Notes except with its affiliates (if any) or with the prior written consent of the Issuer.

#### ***Prohibition of Sales to EEA and UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to any retail investor in the European Economic Area or 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 (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of 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; or

- (iii) not a qualified investor as defined in the Prospectus Regulation; 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 Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

### ***United Kingdom***

Each Dealer has represented and agreed and each further Dealer appointed under the Program will be required to represent and agree that:

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the 'FSMA') by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### ***Japan***

The Notes 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 '**Financial Instruments and Exchange Act**'). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree that, it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)) or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan.

### ***The Netherlands***

Each Dealer has represented and agreed that Zero Coupon Notes (as defined below) in definitive form of the Issuer may only be transferred and accepted, directly or indirectly, within, from or into the Netherlands through the mediation of either the Issuer or a member of Euronext Amsterdam with due observance of the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required in respect of (a) the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (b) the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) the issue and trading of such Zero Coupon Notes within, from or into the Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in the Zero Coupon Note in global form) of any particular Series are issued outside the Netherlands and are not distributed into the Netherlands in the course of their initial distribution or immediately thereafter. In the event that the Dutch Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with and, in addition thereto, if such Zero Coupon Notes in definitive form do not qualify as commercial paper traded between professional borrowers and lenders within the meaning of the agreement of 2 February 1987, attached to the Royal Decree of 11 March 1987, (*Staatsblad 129*) (as amended), each transfer and acceptance should be recorded in a transaction note, including the name and address of each party to the transaction, the nature of the

transaction and the details and serial numbers of such Notes. For purposes of this paragraph ‘**Zero Coupon Notes**’ means Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

### **France**

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered or sold, and will not offer or sell, directly or indirectly, Notes to the public in France and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France this Base Prospectus or any other offering material relating to the Notes and such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d’investissement de gestion de portefeuille pour compte de tiers*), and/or (ii) qualified investors (*investisseurs qualifiés*) other than individuals – all as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D.411-1 of the French *Code monétaire et financier*.

### **Belgium**

The Notes are not intended to be offered, sold or resold, transferred or delivered or otherwise made available to and should not be offered sold or resold, transferred or delivered or otherwise made available to any individual in Belgium qualifying as a consumer (*consument/consommateur*) within the meaning of Article I.1 of the Belgian Code of Economic Law (*Wetboek van economisch recht / Code de droit économique*), as amended from time to time.

### **Switzerland**

The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (the ‘**FinSA**’) and will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither the Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to the FinSA and neither the Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

### **Singapore**

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore, and the Notes will be offered pursuant to exemptions under the Securities and Futures Act, Chapter 289 of Singapore (the ‘**SFA**’). Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused such Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell such Notes or cause such Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, the Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of such Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the SFA, (ii) to a relevant person pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor, securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries’ rights and interest (howsoever described) in that trust shall not be transferable within six months after that corporation or that trust has acquired the Senior Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (2) where no consideration is or will be given for the transfer;
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA.

Any reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

**SINGAPORE: SECTION 309B(1)(C) NOTIFICATION** – In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the ‘SFA’) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the ‘CMP Regulations 2018’), the Issuer has, unless otherwise specified before an offer of Notes, determined the classification of all Notes to be issued under the Program as prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## TRANSFER RESTRICTIONS

*As a result of the following restrictions, purchasers of Notes are advised to consult legal counsel prior to making any purchase, offer, sale, resale or other transfer of such Notes.*

### Regulation S Notes

Each purchaser of Bearer Notes or Registered Notes offered and sold outside the United States pursuant to Regulation S and each subsequent purchaser of such Notes in resales prior to the expiration of the distribution compliance period, by accepting delivery of this Base Prospectus and the Notes, will be deemed to have represented, agreed and acknowledged that:

- (i) it is, or at the time Notes are purchased will be, the beneficial owner of such Notes;
  - a. it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S); and
  - b. it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate;
- (ii) it understands that such Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and that, prior to the expiration of the distribution compliance period (as defined in Regulation S), it will not offer, sell, pledge or otherwise transfer such Notes except:
  - a. in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; or
  - b. to the Issuer; or in the case of Registered Notes only, in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believes is a QIB purchasing for its own account or the account of one or more QIBs;in each case in accordance with any applicable securities laws of any state of the United States; and
- (iii) it understands that the Issuer, the Registrars, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer.

On or prior to the fortieth day after the relevant issue date, Notes represented by an interest in a Regulation S Global Note may be transferred to a person who wishes to hold such Notes in the form of an interest in a Rule 144A Global Note only (a) upon receipt by the relevant Registrar of a written certification from the transferor to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB, in a transaction meeting the requirements of Rule 144A or (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States and, in each case, in accordance with any applicable securities laws of any state of the United States. After such fortieth day, such certification requirements will no longer apply to such transfers, but such transfers will continue to be subject to the transfer restrictions contained in the legend appearing on the face of such Registered Global Note, as described below.

Notes represented by an interest in Legended Notes may also be transferred to a person who wishes to hold such Notes in the form of an interest in a Regulation S Global Note, but only upon receipt by the relevant Registrar of a written certification from the transferor to the effect that such transfer is being made in accordance with Regulation S or Rule 144 (if available) under the Securities Act and that in the case of a Regulation S Global Note registered in the name of a nominee for DTC, if such transfer is being made on or prior to the fortieth day after the relevant issue date, the interests in the Notes being transferred will be held immediately thereafter through Euroclear and/or Clearstream, Luxembourg.

Any interest in a Note represented by a Regulation S Global Note that is transferred to a person who takes delivery in the form of an interest in a Note represented by a Rule 144A Global Note will, upon transfer, cease to be an interest

in a Note represented by a Regulation S Global Note and become an interest in a Note represented by a Rule 144A Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to Notes represented by a Rule 144A Global Note.

#### **Rule 144A Notes**

Each purchaser of Notes that is a U.S. person or within the United States, by accepting delivery of this Base Prospectus, will be deemed to have represented, agreed and acknowledged as follows (terms used in the following paragraphs that are defined in Rule 144A have the respective meanings given to them in Rule 144A):

- (i) the purchaser is (a) a QIB, (b) acquiring the Notes for its own account or for the account of one or more QIBs, (c) not formed for the purpose of investing in the Notes or the Issuer and (d) is aware, and each beneficial owner of such Notes has been advised that the sale of the Notes to it is being made in reliance on Rule 144A;
- (ii) the purchaser understands that (1) the Notes have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a QIB purchasing for its own account or for the account of one or more QIBs, (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act, (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), (d) pursuant to an effective registration statement under the Securities Act or (e) to the Issuer or any of its affiliates, in each case in accordance with any applicable securities laws of any state of the United States and (2) it will, and each subsequent holder of the Registered Notes offered and sold in the United States is required to, notify any purchaser of such Notes from it of the resale restrictions applicable to such Notes;
- (iii) either (A) it is not, and is not acting on behalf of, and for so long as it holds a Note (or any interest therein), it will not be, and will not be acting on behalf of, (i) an ‘employee benefit plan’ that is subject to Title I of ERISA, (ii) an individual retirement account, Keogh plan or other arrangement subject to Section 4975 of the Code, (iii) an entity whose underlying assets include ‘plan assets’ by reason of any such employee benefit plan, plan, account or arrangement’s investment therein (each of the foregoing, a ‘**Plan**’) or (iv) a governmental, church or non-U.S. plan which is subject to any U.S. federal, state, local or non-U.S. law or regulation that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code (‘**Similar Law**’), or (B) its acquisition, holding and subsequent disposition of a Note (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any Similar Law;
- (iv) if it is a Plan or is purchasing or holding the Note (including any interest therein) on behalf of a Plan, it understands that none of the Issuer and the Dealers has undertaken or will undertake to provide impartial investment advice to the Plan or its fiduciary, or has given or will give advice in a fiduciary capacity, in connection with the purchaser’s purchase or holding of the Note (or any interest therein);
- (v) the purchaser understands that the Notes in registered form other than the Regulation S Global Notes will bear a legend to the following effect, unless the Issuer determines otherwise in accordance with applicable law:

‘THE NOTES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE ‘**SECURITIES ACT**’), OR ANY OTHER APPLICABLE U.S. STATE SECURITIES LAWS AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION OF THE NOTES REPRESENTED HEREBY, THE HOLDER (A) REPRESENTS THAT IT IS A ‘QUALIFIED INSTITUTIONAL BUYER’ (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) PURCHASING THE NOTES REPRESENTED HEREBY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QUALIFIED INSTITUTIONAL BUYERS; (B) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THE NOTES REPRESENTED HEREBY EXCEPT IN ACCORDANCE WITH THE

AGENCY AGREEMENT AND, PRIOR TO THE DATE WHICH IS ONE YEAR AFTER THE ISSUE DATE (OR THE DATE ON WHICH FULL CONSIDERATION HAS BEEN PAID FOR PARTLY PAID NOTES) AND THE LAST DATE ON WHICH THE ISSUER OR AN AFFILIATE OF THE ISSUER WAS THE OWNER OF SUCH NOTES OTHER THAN (1) TO THE ISSUER OR ANY AFFILIATE THEREOF, (2) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (3) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (4) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (5) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES AND ANY OTHER JURISDICTION; AND (C) IT AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THE NOTES REPRESENTED HEREBY ARE TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

THIS NOTE CERTIFICATE AND RELATED DOCUMENTATION (INCLUDING, WITHOUT LIMITATION, THE AGENCY AGREEMENT REFERRED TO HEREIN) MAY BE AMENDED OR SUPPLEMENTED FROM TIME TO TIME, WITHOUT THE CONSENT OF BUT UPON NOTICE TO, THE HOLDERS OF THE NOTES REPRESENTED HEREBY SENT TO THEIR REGISTERED ADDRESSES, TO MODIFY THE RESTRICTIONS ON AND PROCEDURES FOR REALES AND OTHER TRANSFERS OF THE NOTES REPRESENTED HEREBY TO REFLECT ANY CHANGE IN APPLICABLE LAW OR REGULATION (OR THE INTERPRETATION THEREOF) OR IN PRACTICES RELATING TO REALES OR OTHER TRANSFERS OF RESTRICTED SECURITIES GENERALLY. THE HOLDER OF THE NOTES REPRESENTED HEREBY SHALL BE DEEMED, BY ITS ACCEPTANCE OR PURCHASE HEREOF, TO HAVE AGREED TO ANY SUCH AMENDMENT OR SUPPLEMENT (EACH OF WHICH SHALL BE CONCLUSIVE AND BINDING ON THE HOLDER HEREOF AND ALL FUTURE HOLDERS OF THE NOTES REPRESENTED HEREBY AND ANY NOTES ISSUED IN EXCHANGE OR SUBSTITUTION THEREFORE, WHETHER OR NOT ANY NOTATION THEREOF IS MADE HEREON).

BY ITS PURCHASE AND HOLDING OF THE NOTES REPRESENTED HEREBY (OR ANY INTEREST HEREIN), THE PURCHASER OR HOLDER WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED, ON EACH DAY SUCH PURCHASER OR HOLDERS HOLDS THE NOTES REPRESENTED HEREBY (OR ANY INTEREST HEREIN), THAT EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF, AND FOR SO LONG AS IT HOLDS THE NOTES REPRESENTED HEREBY (OR ANY INTEREST HEREIN) WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF, (I) AN 'EMPLOYEE BENEFIT PLAN' THAT IS SUBJECT TO TITLE I OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ('**ERISA**'), (II) AN INDIVIDUAL RETIREMENT ACCOUNT, KEOGH PLAN OR OTHER ARRANGEMENT SUBJECT TO SECTION 4975 THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE '**CODE**'), (III) AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE 'PLAN ASSETS' BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN, PLAN, ACCOUNT OR ARRANGEMENT'S INVESTMENT THEREIN (EACH OF THE FOREGOING, A '**PLAN**'), OR (IV) A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN WHICH IS SUBJECT TO ANY U.S. FEDERAL, STATE, LOCAL, OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE ('**SIMILAR LAW**'), OR (B) ITS ACQUISITION, HOLDING AND SUBSEQUENT DISPOSITION OF THE NOTES REPRESENTED HEREBY (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR A VIOLATION OF ANY SIMILAR LAW.

EACH PURCHASER OR HOLDER OF THE NOTES REPRESENTED HEREBY (INCLUDING ANY INTEREST HEREIN) THAT IS A PLAN OR IS PURCHASING OR HOLDING THE NOTES ON BEHALF OF A PLAN WILL BE DEEMED TO REPRESENT, WARRANT AND ACKNOWLEDGE

THAT IT UNDERSTANDS THAT NONE OF THE ISSUER AND THE DEALERS HAS UNDERTAKEN OR WILL UNDERTAKE TO PROVIDE IMPARTIAL INVESTMENT ADVICE TO THE PLAN OR ITS FIDUCIARY, OR HAS GIVEN OR WILL GIVE ADVICE IN A FIDUCIARY CAPACITY, IN CONNECTION WITH THE PURCHASER OR HOLDER'S PURCHASE OR HOLDING OF THE NOTES REPRESENTED HEREBY (OR ANY INTEREST HEREIN).

- (vi) if it is acquiring any Notes for the account of one or more QIBs, the purchaser represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account; and
- (vii) it understands that the Issuer, the Registrars, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements and agrees that if any of such acknowledgements, representations or agreements made by it are no longer accurate, it shall promptly notify the Issuer.

Upon the transfer, exchange or replacement of Legended Notes, or upon specific request for removal of the Legend, the Registrar shall deliver only Legended Notes or refuse to remove the Legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence as may reasonably be required by the Issuer, which may include an opinion of U.S. counsel, that neither the Legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act.

Notes represented by an interest in Legended Notes may be transferred (a) to a person who takes delivery of such interest through a Legended Note where the transferee is a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, without certification or (b) otherwise pursuant to the Securities Act or an exemption therefrom, subject to receipt by the Issuer of such satisfactory evidence as the Issuer may reasonably require, which may include an opinion of U.S. counsel, that such transfer is in compliance with any applicable securities laws of any state of the United States and, in each case, in accordance with any applicable securities laws of any state of the United States or any other jurisdiction.

Any interest in a Rule 144A Global Note that is transferred to a person who takes delivery in the form of an interest in a Regulation S Global Note will, upon transfer, cease to be an interest in a Rule 144A Global Note and become an interest in a Regulation S Global Note and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to an interest in a Regulation S Global Note.

**Prospective purchasers that are QIBs are hereby notified that sellers of the Rule 144A Registered Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.**



## GENERAL INFORMATION

### Authorization

The establishment of the Program and the issue of Notes have been duly authorized by a resolution of the Managing Board dated 1 September 1995. Increases of the size of the Program were duly authorized by resolutions of the Board dated 1 May 1997, 30 March 1998, 1 May 2001, 21 October 2005, 7 November 2005, 27 April 2010, 3 January 2011 and 26 April 2013. The most recent update of the Program and the issue of Notes was duly authorized by the Supervisory Board on 16 April 2020 and the Managing Board on 24 April 2020. All consents, approvals, authorizations or other orders of all regulatory authorities required by NWB Bank under the laws of the Netherlands have been given for the issue of Notes and for NWB Bank to undertake and perform its obligations under the Program Agreement, the Agency Agreement and the Notes.

### Litigation

There are no governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which NWB Bank is aware), nor have there been any such proceedings during the 12 months before the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of NWB Bank.

### Significant Change

There has been no significant change in the financial position or performance of NWB Bank and no material adverse change in the prospects of NWB Bank since 31 December 2019.

### Listing of Notes

Application may be made for the Notes to be listed on Euronext Amsterdam, the Luxembourg Stock Exchange, Euronext Paris, Eurex Deutschland, the London Stock Exchange or any other stock exchange or market specified in the applicable Final Terms.

### Auditor

The audited information of NWB Bank as at and for the years ended 31 December 2017, 31 December 2018 and 31 December 2019 has been audited by Ernst & Young. Ernst & Young is located at Antonio Vivaldistraat 150, 1083 HP Amsterdam, the Netherlands. The individual auditors of Ernst & Young are members of the NBA, the *Nederlandse Beroepsorganisatie van Accountants*, the Dutch accountants board. The auditor's reports in respect of the audited financial information as at and for the years ended 31 December 2017, 31 December 2018 and 31 December 2019 (incorporated herein by reference), are included in the form and context in which they appear with the consent of Ernst & Young who has authorized the inclusion of these auditor's reports. As the Notes have not been and will not be registered under the Securities Act, Ernst & Young has not filed and will not file a consent under the Securities Act.

### Documents Available

Throughout the life of the Program, copies of the following documents will, if and when published, be available, free of charge, (i) at the registered office of NWB Bank, (ii) on the website of NWB Bank at <https://nwbbank.com/en/investor-relations/funding-programmes>, and (iii) at the specified office of the Principal Paying Agent and the Non-U.S. Paying Agent:

- (a) an English translation of NWB Bank's deed of incorporation and the most recent Articles of Association;
- (b) the annual reports of NWB Bank for the three most recent financial years, which contain audited financial statements as at and for the years ended 31 December 2019, 2018 and 2017 prepared in accordance with Dutch GAAP;
- (c) an English translation of the most recently available published unaudited interim financial statements and report of NWB Bank;

- (d) the Agency Agreement (as defined in the Terms and Conditions of the Notes) (which contains the forms of the Temporary and Permanent Bearer Global Notes, the Definitive Bearer Notes, the Registered Global Notes, the Individual Note Certificates, the Receipts, the Coupons and the Talons);
- (e) a copy of this Base Prospectus; and
- (f) any future base prospectuses, offering circulars, supplementary listing particulars, information memoranda and supplements (including the Final Terms in respect of listed Notes) to this Base Prospectus and any other documents incorporated herein or therein by reference.

### **Clearing and Settlement Systems**

The Notes have been accepted for clearing through Euroclear, Clearstream, Luxembourg, the Clearnet S.A. Amsterdam Branch Stock Clearing and DTC. The appropriate common code, ISIN, CUSIP and/or any other relevant security code will be specified in the applicable Final Terms.

Euroclear's offices are situated at 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium. Clearstream, Luxembourg's offices are situated at 42 Avenue J.F. Kennedy, 1855 Luxembourg. The address of Clearnet S.A. Amsterdam Branch Stock Clearing is Vijzelstraat 79, 1017 HG Amsterdam. The address of DTC is 55 Water Street, New York, NY 10041, United States of America.

### **Conditions for determining price**

The price and amount of Notes to be issued under the Program will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### **Sales in the U.S.**

Certain of the Dealers are not registered with the U.S. Securities and Exchange Commission as a broker-dealer and, therefore, will not participate in the offer or sale of the Notes within the United States. To the extent that any such Dealer intends to effect any sales of the Notes in the U.S., it will do so through one or more U.S. registered broker-dealers in accordance with the applicable U.S. securities laws and regulations, and as permitted by the Financial Industry Regulatory Authority regulations.

## **REGISTERED OFFICE OF THE ISSUER**

Nederlandse Waterschapsbank N.V.  
Rooseveltplantsoen 3  
2517 KR The Hague  
The Netherlands

## **PRINCIPAL PAYING AGENT**

Citibank N.A.  
Citigroup Centre  
Canada Square, Canary Wharf  
London E14 5LB  
United Kingdom

## **NON-U.S. PAYING AGENT**

Banque Internationale à Luxembourg  
69, route d'Esch  
2953 Luxembourg  
Grand Duchy of Luxembourg

## **PAYING AGENT**

ABN AMRO Bank N.V.  
Gustav Mahlerlaan 10  
1082 PP Amsterdam  
The Netherlands

## **LEGAL ADVISORS**

### **To the Issuer**

*As to Dutch law*  
NautaDutilh N.V.  
Beethovenstraat 400  
1082 PR Amsterdam  
The Netherlands

*As to U.S. law*  
Simmons & Simmons LLP  
Claude Debussylaan 247  
1082 MC Amsterdam  
The Netherlands

### **To the Dealers**

*As to Dutch law*  
Allen & Overy LLP  
Apollolaan 15  
1077 AB Amsterdam  
The Netherlands

*As to U.S. law*  
Allen & Overy LLP  
One Bishops Square  
London E1 6AD  
United Kingdom

## **INDEPENDENT PUBLIC ACCOUNTANT**

Ernst & Young Accountants LLP  
Antonio Vivaldistraat 150  
1083 HP Amsterdam  
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## **LUXEMBOURG LISTING AGENT**

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