

**DISCLAIMER – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.**

**Pricing Supplement**

Dated 26 May 2026

**Nationale-Nederlanden Bank N.V.**

*(incorporated under the laws of the Netherlands with limited liability and having its statutory seat in The Hague, the Netherlands)*

*Legal Entity Identifier (LEI): 724500BICUQ0LFI1AH770*

**Issue of EUR 10,000,000 Zero-Coupon Soft-Bullet Tokenised Covered Bonds due May 2027  
(the "Tokenised Covered Bonds")**

Guaranteed as to payment of interest and principal by

**NN Covered Bond Company B.V.**

*(incorporated under the laws of the Netherlands with limited liability and having its statutory seat in Amsterdam, the Netherlands)*

*Legal Entity Identifier (LEI): 724500W9BC4IN9STHO45*

under the Programme (as defined below)

This Pricing Supplement has been prepared on the basis that any issue of Tokenised Covered Bonds under the Tokenised Covered Bond Programme, a fictional tokenised programme based on Nationale-Nederlanden Bank N.V.'s Covered Bond Programme (the "**Programme**") of Nationale-Nederlanden Bank N.V. as the Issuer will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**"). Accordingly, any person making or intending to make an offer in that Member State of the Tokenised Covered Bonds may only do so in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer. The Issuer has not authorized, nor does it authorize, the making of any offer of Tokenised Covered Bonds in any other circumstances.

This document must be read in conjunction with the Terms and Conditions (as defined below) pertaining to the Tokenised Covered Bond Programme. Full information on the Issuer and the offer of the Tokenised Covered Bonds is only available on the basis of the combination of this Pricing Supplement and the Terms and Conditions.

The Terms and Conditions and the Pricing Supplement are available for viewing at <https://www.nn-group.com/investors/nn-bank/covered-bonds> and during normal business hours at the office of the Issuer at Prinses Beatrixlaan 35-37 The Hague, the Netherlands, where copies may also be obtained (free of charge). Any information contained in or accessible through any website, including <https://www.nn-group.com/investors/nn-bank/covered-bonds> does not form a part of the Terms and Conditions and/or this Pricing Supplement.

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Tokenised Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"), (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, "**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU 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 "**EU PRIIPs Regulation**") for offering or selling the Tokenised Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Tokenised Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

**EU MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES**

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

**PROHIBITION OF SALES TO UK RETAIL INVESTORS** - The Tokenised Covered Bonds are not intended to be offered, sold, distributed or otherwise made available to and should not be offered, sold, distributed or otherwise made available to any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the laws of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Tokenised Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Tokenised Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

The Tokenised Covered Bonds and the Guarantee have not been and will not be registered under the U.S. Securities Act of 1933 (as amended, the "**Securities Act**") or the securities laws of any state of the United States or other jurisdiction of the United States. The securities may not be offered or sold within the U.S. 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 state or local securities laws.

Accordingly, the Tokenised Covered Bonds are being offered, sold or delivered only to non-U.S. persons (as defined in Regulation S) outside the United States in reliance on Regulation S.

#### **PART A – CONTRACTUAL TERMS**

The Pricing Supplement is to be read in conjunction with the terms and conditions, as amended, supplemented and/or restated from time to time (the "**Terms and Conditions**"). The Terms and Conditions as supplemented, amended and/or disappplied by this Pricing Supplement constitute the conditions (the "**Conditions**") of the Tokenised Covered Bonds. Capitalised terms not defined herein have the same meaning as in the Terms and Conditions. All references to numbered Conditions and sections are to Conditions and sections of the Terms and Conditions.

The public address of the Issuer on Polygon is 0xb307dc284082ba3311b9826d28c480a1a6b32332 with name NNGRNV 0 05/28/27 DLT and symbol NL00150741J5. Information on transactions relating to the Tokenised Covered Bonds can be accessed at the following Polygon block explorer: <https://polygonscan.com/token/0xb307dc284082ba3311b9826d28c480a1a6b32332#transactions>.

<b>1.</b>	(i)	Issuer:	Nationale-Nederlanden Bank N.V.
	(ii)	CBC:	NN Covered Bond Company B.V.
<b>2.</b>	(i)	Series Number:	1
	(ii)	Tranche Number:	1
	(iii)	Date on which the Tokenised Covered Bonds become fungible:	Not Applicable
<b>3.</b>	Currency:		Euro
<b>4.</b>	Aggregate Nominal Amount:		
	(i)	Series:	EUR 10,000,000

	(ii) Tranche:	EUR 10,000,000
5.	Issue Price:	97.245 per cent. of the Aggregate Nominal Amount
6.	(i) Specified Denomination(s):	EUR 100,000
	(ii) Calculation Amount:	EUR 100,000
7.	(i) Issue Date:	28 May 2026
	(ii) Interest Commencement Date:	Not Applicable
8.	Maturity Date:	28 May 2027
	Extended Due for Payment Date:	28 May 2028

If the Final Redemption Amount is not paid in full on the Maturity Date, payment of the unpaid amount will be automatically deferred until the Extended Due for Payment Date, provided that any amount representing the Final Redemption Amount due and remaining unpaid on the Maturity Date may be paid by the CBC on any Specified Interest Payment Date occurring thereafter up to (and including) the Extended Due for Payment Date.

9.	Interest Basis:	Zero Coupon
		If payment of the Guaranteed Final Redemption Amount is deferred in whole or in part, for the period from (and including) the Maturity Date to (and excluding) the Extended Due for Payment Date: 1-month EURIBOR + 0.01 per cent Floating Rate
10.	Redemption/Payment Basis:	Redemption at par
11.	Change of Interest Basis or Redemption/Payment Basis:	The Interest Basis will change from Zero Coupon to 1-month EURIBOR + 0.01 per cent. Floating Rate on the Maturity Date
12.	Put/Call Options:	Not Applicable
13.	Status of the Tokenised Covered Bonds:	Unsubordinated, unsecured, guaranteed
14.	Status of the Guarantee:	Unsubordinated, secured (indirectly, through a parallel debt), unguaranteed

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

15.	<b>Fixed Rate Tokenised Covered Bond Provisions:</b>	Not Applicable
16.	<b>Floating Rate Tokenised Covered Bond Provisions:</b>	Applicable from (and including) the Maturity Date to (but excluding) the Extended Due for Payment Date
	(i) Specified Period(s)/ Specified Interest Payment Dates:	28 <sup>th</sup> day of each month from (but excluding) the Maturity Date to (and including) the Extended Due for Payment Date

(ii)	Business Day Convention:	Modified Following Business Day Convention
(iii)	Adjustment or Unadjustment for Interest Period:	Adjusted
(iv)	Additional Business Centre(s):	Not Applicable
(v)	Manner in which the Rate of Interest and Floating Interest Amount is to be determined:	Screen Rate Determination
(vi)	Party responsible for calculating the Rate of Interest and interest Amount (if not the Principal Paying Agent):	Not Applicable
(vii)	Screen Rate Determination:	Applicable
	- Reference Rate	1-month EURIBOR
	- Interest Determination Date(s):	Second day on which T2 is open prior to the start of each Interest Period
	- Observation Method:	Not Applicable
	- Observation Look-back Period:	Not Applicable
	- Relevant Screen Page:	Reuters EURIBOR 01
	- Relevant Time:	11.00 a.m. Brussels time
	- Relevant Financial Centre:	Euro zone (where Euro zone means the region comprised of the countries whose lawful currency is the euro)
(viii)	ISDA Determination:	Not Applicable
(ix)	Margin(s):	0.01 per cent. per annum
(x)	Minimum Rate of Interest:	Not Applicable
(xi)	Maximum Rate of Interest:	Not Applicable
(xii)	Floating Day Count Fraction:	Actual/360
<b>17.</b>	<b>Zero Coupon Tokenised Covered Bond Provisions:</b>	Applicable from (and including) the Issue Date to (but excluding) the Maturity Date
(i)	Accrual Yield:	2.833 per cent. per annum
(ii)	Reference Price:	EUR 9,724,500
(iii)	Day Count Fraction in relation to Early Redemption Amounts and late payments:	Actual/Actual (ICMA)

**PROVISIONS RELATING TO REDEMPTION**

<b>18.</b>	<b>Issuer Call:</b>	Not Applicable
------------	---------------------	----------------

- |     |   |   |
|-----|---|---|
| 19. | <b>Investor Put:</b>  | Not Applicable  |
| 20. | <b>Final Redemption Amount:</b>   | EUR 100,000 per Calculation Amount                                |
| 21. | Early Redemption Amount(s) per Calculation Amount of each Tokenised Covered Bond payable on redemption for taxation reasons, or on acceleration following an Issuer Event of Default as against the Issuer or a CBC Event of Default or other early redemption: | As specified in Condition 7.5 ( <i>Early Redemption Amounts</i> ) |

**GENERAL PROVISIONS APPLICABLE TO THE TOKENISED COVERED BONDS**

- |     |   |  |
|-----|---|--|
| 22. | Form of Tokenised Covered Bonds:  | Registered form  |
| 23. | New Global Note form:   | Not Applicable   |
| 24. | a) Exclusion of set-off:  | Not Applicable   |
|     | b) German Insurers:   | Not Applicable   |
| 25. | Additional Financial Centre(s) or other special provisions relating to Payment Dates: | Not Applicable   |
| 26. | Consolidation Provisions:   | The provisions of Condition 16 ( <i>Further Issues</i> ) apply |

**DISTRIBUTION**

- |     |  |                            |
|-----|--|----------------------------|
| 27. | Method of distribution:                                | Non-syndicated             |
| 28. | If non-syndicated, name and address of relevant party: | Coöperatieve Rabobank U.A. |

**OTHER PROVISIONS**

- |     |   |  |
|-----|---|--|
| 29. | (i) U.S. Selling Restrictions:                  | Reg S Compliance Category 2, TEFRA D<br><br>( <i>The Tokenised Covered Bonds are registered securities for TEFRA purposes.</i> ) |
|     | (ii) Prohibition of Sales to Belgian Consumers: | Applicable   |

**Responsibility**

The Issuer and the CBC declare that the information contained herein is, to the best of its knowledge, in accordance with the facts and makes no omission likely to affect its import. The Issuer and the CBC (only as far as it concerns the CBC) accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

Signed on behalf of the CBC:

By:  
Duly authorised

By:  
Duly authorised

By:  
Duly authorised

By:  
Duly authorised



## PART B - OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- |       |   |                |
|-------|---|----------------|
| (i)   | Listing:  | None           |
| (ii)  | Admission to trading:                                       | Not Applicable |
| (iii) | Estimate of total expenses related to admission to trading: | Not Applicable |

### 2. RATINGS

- |          |   |
|----------|---|
| Ratings: | The Tokenised Covered Bonds to be issued are not rated: |
|----------|---|

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

Save as discussed in "*Subscription and Sale*", so far as the Issuer is aware, no person involved in the issue of the Tokenised Covered Bonds has an interest material to the offer.

### 4. USE AND ESTIMATED NET PROCEEDS

- |      |                         |   |
|------|-------------------------|---|
| (i)  | Estimated net proceeds: | EUR 9,724,500   |
| (ii) | Use:                    | The net proceeds of the Tokenised Covered Bonds will be used by the Issuer for its general corporate purposes |

### 5. OPERATIONAL INFORMATION

- |        |   |   |
|--------|---|---|
| (i)    | ISIN:   | Not Applicable                                    |
| (ii)   | Common Code:  | Not Applicable                                    |
| (iii)  | WKN Code:   | Not Applicable                                    |
| (iv)   | FISN:   | Not Applicable                                    |
| (v)    | CFI:  | Not Applicable                                    |
| (vi)   | CINS:   | Not Applicable                                    |
| (vii)  | New Global Note intended to be held in a manner which would allow Eurosystem eligibility: | Not Applicable                                    |
| (viii) | Delivery:   | Delivery against payment/Delivery free of payment |
| (ix)   | Payment:  | As agreed between the Issuer and Manager          |
| (x)    | Settlement Procedure:   | Not Applicable                                    |

- |           |                                   |                |
|-----------|-----------------------------------|----------------|
| <b>6.</b> | Additional paying agent (if any): | Not Applicable |
| <b>7.</b> | Listing Application:              | Not Applicable |
| <b>8.</b> | Statement on benchmarks:          | Not Applicable |

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

## TERMS AND CONDITIONS OF A PILOT FOR TOKENISED COVERED BONDS

*The following are the Terms and Conditions to be issued by the Issuer which will be included in the record of each Tokenised Covered Bond. The applicable Pricing Supplement in relation to any Tranche of Tokenised Covered Bonds may specify other terms and conditions which shall to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Tranche of Tokenised Covered Bonds. The applicable Pricing Supplement will be included in the record of each Tokenised Covered Bond. Reference should be made to "Form of Pricing Supplement" above for a description of the content of Pricing Supplement which includes the definition of certain terms used in the following Terms and Conditions. Any amendments to the terms and conditions of the Tokenised Covered Bonds will be made by way of, and in accordance with the applicable requirements for, amendments to the Trust Deed. Any amendment to the Terms and Conditions of the Tokenised Covered Bonds will apply to all new and outstanding Tokenised Covered Bonds equally, unless otherwise specifically provided for in the Terms and Conditions.*

This Tokenised Covered Bond is one of a Series (as defined below) of Tokenised Covered Bonds issued by Nationale-Nederlanden Bank N.V. (the "**Issuer**" which expression shall include any Substituted Debtor pursuant to Condition 15 (*Substitution of the Issuer*)). For alignment purposes of this Tokenised Covered Bonds with conventional covered bonds under Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, references are made to a trust deed (as amended, restated or otherwise modified from time to time, the "**Trust Deed**") originally dated 18 June 2020 (the "**Programme Date**") made between the Issuer, NN Covered Bond Company B.V. (the "**CBC**") and Stichting Security Trustee NN Covered Bond Company (the "**Security Trustee**") and Stichting Holding NN Covered Bond Company (the "**Stichting Holding**") and the agency agreement (the "**Agency Agreement**") entered into on the Programme Date between the Issuer, the CBC, the Security Trustee, Coöperatieve Rabobank U.A. as issuing and principal paying agent (the "**Principal Paying Agent**") and NN Bank as registrar thereunder, and the other paying agents named therein.

The Tokenised Covered Bonds have the benefit of a tokenisation agency agreement (such agency agreement as amended, supplemented, restated or otherwise modified from time to time, the "**Tokenisation Agency Agreement**") entered into on 26 May 2026 (the "**Fictional Programme Date**") between the Issuer and Coöperatieve Rabobank U.A. as tokenisation agent (the "**Tokenisation Agent**"), as registrar (the "**Registrar**") and as Wallet Provider (as defined below).

The Pricing Supplement for this Tokenised Covered Bond (or the relevant provisions thereof) is included in the record of each Tokenised Covered Bond and supplement these Terms and Conditions (together in respect of the relevant Tokenised Covered Bond the "**Conditions**") and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Tokenised Covered Bond. References to the applicable Pricing Supplement is to the Pricing Supplement (or the relevant provisions thereof) included in the record of each Tokenised Covered Bond.

The Security Trustee acts for the benefit of the holders for the time being of the Tokenised Covered Bonds (the "**Tokenised Covered Bondholders**" or "**Bondholders**", which expression shall mean the person whose Public Address (as defined below) is for the time registered in the Register (as defined below). No physical document of title will be issued in respect of the Tokenised Covered Bonds.

As used herein, "**Tranche**" means Tokenised Covered Bonds which are identical in all respects (including as to listing) and "**Series**" means a Tranche of Tokenised Covered Bonds together with any further Tranche or Tranches of Tokenised Covered Bonds which are (i) expressed to be consolidated and form a single series, and

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

(ii) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

These Terms and Conditions include summaries of, and are subject to, the provisions of the Trust Deed, the Parallel Debt Agreement, the Pledge Agreements and the Agency Agreement.

A copy of the Tokenisation Agency Agreement is available upon request in electronic form and for inspection during normal business hours at the registered office of the Tokenisation Agent for the time being at Utrecht, the Netherlands. Copies of the applicable Pricing Supplement for all Tokenised Covered Bonds of each Series (including in relation to unlisted Tokenised Covered Bonds of any Series) are obtainable during normal business hours at the specified office of each of the Tokenisation Agent. Copies of documents will be available at: <https://www.nn-group.com/investors/nn-bank/covered-bonds> and any Bondholder must produce evidence and may be provided by email to a Bondholder following their prior written request to the Tokenisation Agent of the Issuer and provision of proof of holding and identity (in a form satisfactory to the Tokenisation Agent or the Issuer, as the case may be). The Bondholders are deemed to have notice of, are bound by, and are entitled to the benefit of, all the provisions of, and definitions contained in, the Tokenisation Agency Agreement, and the applicable Pricing Supplement which are applicable to them and to have notice of each Pricing Supplement relating to each other Series.

Except where the context otherwise requires, capitalised terms used and not otherwise defined in these Terms and Conditions shall bear the meaning given to them in the applicable Pricing Supplement, a copy of which may be obtained as described above.

References in these Conditions to the Registrar, the Tokenisation Agent and the Wallet Provider shall include any successor appointed under the Tokenisation Agency Agreement.

## **1. FORM, DENOMINATION AND TITLE**

### **1.1 Form and denomination**

The Tokenised Covered Bonds are issued in dematerialised registered form (*vorderingen op naam*) pursuant to the terms and conditions as set out in the applicable Pricing Supplement in euro and the Specified Denomination(s). References to Tokenised Covered Bonds shall mean the claims (*vorderingsrechten*) against the Issuer as evidenced by the entries in the Register. Tokenised Covered Bonds of one Specified Denomination may not be exchanged for Tokenised Covered Bonds of another Specified Denomination.

This Tokenised Covered Bond may be a Fixed Rate Tokenised Covered Bond, a Floating Rate Tokenised Covered Bond, a Zero Coupon Tokenised Covered Bond or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Pricing Supplement.

### **1.2 Title**

The Tokenised Covered Bonds will, upon issue, be registered in the Register. The Registrar shall at all times record in the Register the Public Address associated with the relevant Bondholder and that Bondholder’s Tokenised Covered Bonds. In determining the state of the Register at any given time, the Registrar shall have regard solely to those nodes validly most up-to-date in accordance with the Register’s protocol.

Title to the Tokenised Covered Bonds will be evidenced by entries in the Register and registration of the Public Address of a Bondholder in the Register in relation to Tokenised Covered Bonds shall evidence title of the Bondholder to the Tokenised Covered Bonds so registered. The holder of any Tokenised Covered Bond

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

appearing on the Register at any time will (subject to these Conditions and, except as otherwise required by law) be treated as its absolute owner at such time for all purposes (whether or not it is overdue), including for the making of payments, and no person will be liable for so treating the holder.

The Issuer has appointed the Registrar as agent to register the Tokenised Covered Bonds in the Register as described above on its behalf. The Issuer will procure that, as long as any of the Tokenised Covered Bonds remains outstanding, there will at all times be a Registrar.

The Registrar shall at all times:

- (a) procure the creation of a Public Address for each prospective Bondholder, should a prospective Bondholder request it, for the sole purpose of facilitating the registration of entitlement to the Tokenised Covered Bonds; and
- (b) maintain a full record of the name, legal entity identifier (LEI) (if applicable), address, email address and associated Public Address of each Tokenised Covered Bonds from time to time so as to ensure that entitlement to each Tokenised Covered Bond can at all times be reconciled with the Register.

Registration of the entitlement to the Tokenised Covered Bonds and of any transfer thereof in the Register can only be performed by the Registrar.

The Tokenised Covered Bonds will not be admitted to the operations of a central securities depository and will not be traded on any trading venue in any jurisdiction.

No physical document of title will be issued in respect of the Tokenised Covered Bonds, unless in the event of Condition 17 (*Failure of Polygon’s Distributed Ledger; Copy of Register*) as set out below.

### **1.3 Transfer**

Transfers of title to the Tokenised Covered Bonds shall be effected in accordance with and subject to this Condition 1 by means of a deed (*akte*) between the Bondholder and the transferee. Upon notice of such transfer having been validly given to the Issuer and completion of any conditions to which the transfer may be subject, the Issuer will promptly instruct the Registrar to record such transfer and the transferee’s entitlement to the Tokenised Covered Bonds in the Register. The Registrar will record such transfer and the transferee’s entitlement to the Tokenised Covered Bonds in the Register within five Business Days (as defined in Condition 6.4 (*Payment on Business Days*) below) after all formalities have been completed or satisfied. No transfer shall be valid unless and until entered in the Register. A Tokenised Covered Bond may only be transferred in the minimum denominations specified in the applicable Pricing Supplement.

The Tokenised Covered Bonds are transferable subject to the conditions below:

- (i) the performance of all verifications required by KYC/AML and Sanctions Rules relating to any potential transferee of the Tokenised Covered Bonds which are relevant in relation to a transfer of Tokenised Covered Bonds to a new Bondholder. The Registrar shall promptly notify the completion of all verifications required by KYC/AML and Sanctions Rules to the existing Bondholder wishing to transfer its Tokenised Covered Bonds and to the new Bondholder;
- (ii) the new Bondholder having (i) a fiat bank account with a bank appointed by the Registrar and (ii) a Tokens Wallet provided by the Wallet Provider;

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (iii) the Registrar receiving a Transfer Instruction relating to the Tokenised Covered Bonds to be transferred; and
- (iv) the Tokenisation Agent confirming to the Registrar that the transferor of the Tokenised Covered Bonds has received or is satisfied that it will receive the payment of the purchase price of the Tokenised Covered Bonds as agreed between the transferor and the transferee.

Additionally, the Tokenised Covered Bonds shall not be transferable (i) in respect of the Tokenised Covered Bonds contemplated by a Transfer Instruction, until all conditions referred to in this Condition are satisfied, (ii) during the period beginning on the fifth (5th) Business Day prior to the Maturity Date and ending on the Maturity Date, or (iii) as long as a Distributed Ledger Failure is continuing. No Bondholder may be a Sanctioned Person.

Registration of transfer of Tokenised Covered Bonds will be effected without charge by or on behalf of the Issuer or the Registrar but upon payment (or the giving of such indemnity as the Issuer or the Registrar may reasonably require) in respect of any tax or other governmental charges which may be imposed in relation to such transfer.

For the purpose of these Terms and Conditions:

“**KYC/AML Rules**” means any applicable financial recordkeeping and reporting requirements of the money laundering statutes in the Netherlands and all other applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by the relevant government agencies to which such operations of the Issuer are subject;

“**KYC/AML and Sanctions Rules**” means the KYC/AML Rules and the Sanctions Rules;

“**Sanctioned Person**” means a person, or a person owned or controlled (directly or indirectly) by a person, that is (i) listed on any list of specifically designated persons, entities (or equivalent) or countries maintained by, or public announcement of Sanctions designation made by a Sanctions Authority, each as amended, supplemented or substituted from time to time or is otherwise a subject of Sanctions, (ii) located in or organised under the laws of a country or territory which is a subject of country-wide or territory-wide Sanctions or whose government is the subject of country or territory wide Sanctions (including, without limitation, Crimea, Cuba, non-government controlled areas of Ukraine in the oblasts of Donetsk, Kherson, Luhansk and Zaporizhzhia, Iran, Sudan, Syria or North Korea), any of the Special Economic Zones of the Russian Federation as listed in EU regulation 833/2014 Annex LII (Alabuga, Technopolis Moscow, Lipetsk, Togliatti, Lyudinovo, St. Petersburg, Dubna, Innopolis, Ulyanovsk, Skolkovo Innovation Center or Free Port of Vladivostok)) or (iii) acting on behalf of any of the persons listed under paragraphs (i) or (ii) above;

“**Sanctions**”<sup>1</sup> means any trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by (each a “**Sanctioned Authority**”):

- (a) the Office of Foreign Assets Control of the US Department of Treasury (“**OFAC**”),
- (b) the United Nations Security Council,

---

<sup>1</sup> Foreign sanctions may only apply under the laws of the Federal Republic of Germany in so far as they would not result in a violation of or conflict with the German Foreign Trade Regulation (*Außenwirtschaftsverordnung*) or any similar applicable anti-boycott law or regulation or (ii) in so far as they would not result in a violation of Council Regulation (EC) 2271/1996 (the “**EU Blocking Regulation**”) and/or any associated and applicable national law, instrument or regulation related to such EU Blocking Regulation.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (c) the European Union (including all of its member states, including the Netherlands)
- (d) the United Kingdom; or
- (e) any country in which a member of the NN Group is incorporated or in, from or which it conducts its business and any governments and official institutions or agencies of any of the foregoing, including OFAC, the Council of the European Union, the United States Department of State and His Majesty's Treasury;

**“Sanctions Rules”** means (i) any requirements in the Sanctions to conduct screening or other measures to ensure compliance with the Sanctions and (ii) other than in the context of a representation, warranty or obligation of a person relating to Sanctions generally and not the Tokenised Covered Bonds, the requirement that no Bondholder is a Sanctioned Person; and

**“Wallet Provider”** means Coöperatieve Rabobank U.A. in its capacity as wallet provider or any successor wallet provider and appointed under the Wallet Provider Agreements (as defined below).

## 2. STATUS OF THE TOKENISED COVERED BONDS

The Tokenised Covered Bonds constitute unsubordinated and unsecured obligations of the Issuer, guaranteed by the Guarantee and rank *pari passu* without any preference amongst themselves and at least *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, present and future, other than any obligations preferred by mandatory provisions of applicable law.

## 3. THE GUARANTEE

Pursuant to the Guarantee, the CBC has as an independent obligation irrevocably undertaken to pay the Guaranteed Amounts when the same shall become Due for Payment. However, the CBC shall have no such obligation under the Guarantee until (i) the occurrence of an Issuer Event of Default, the service by the Security Trustee on the Issuer of an Issuer Acceleration Notice and the service by the Security Trustee on the CBC of a Notice to Pay or (ii) the occurrence of a CBC Event of Default and the service by the Security Trustee of a CBC Acceleration Notice on the Issuer and the CBC. In addition, in respect of each Series of Tokenised Covered Bonds, if the CBC is obliged to pay the Guaranteed Final Redemption Amount, then:

- (a) the obligation of the CBC to pay the Guaranteed Final Redemption Amount shall be deferred to, and shall under the Guarantee be due on, the Extended Due for Payment Date, unless on the date when the Guaranteed Final Redemption Amount is Due for Payment (the **“Extension Date”**) or any subsequent Interest Payment Date which applies pursuant to paragraph (b) below and which falls prior to the Extended Due for Payment Date, any moneys are available to the CBC to be paid (or reserved for payment of principal on any Series of Tokenised Covered Bonds), after the CBC shall under the relevant Priority of Payments have paid or provided for (1) all higher ranking amounts and (2) all Guaranteed Final Redemption Amounts pertaining to any Series with an Extended Due for Payment Date falling prior to the Extended Due for Payment Date in which the Extended Due for Payment Date for this Series falls, then the CBC shall (a) give notice thereof to the relevant Bondholders (in accordance with Condition 12 (*Notices*)), the Rating Agencies, the Security Trustee, the Principal Paying Agent and the Registrar as soon as reasonably practicable and in any event on the Extension Date (whereby such notice shall be deemed to have been given on the first Business Day following the date on which such notice was given by the CBC to the relevant clearing system) or at least two (2) Business Days prior to such Interest Payment Date, respectively, and (b) apply such remaining available moneys in payment, in whole or in part, of the Guaranteed Final Redemption Amount

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

pertaining to a Series of Tokenised Covered Bonds with an Extended Due for Payment Date falling in the same CBC Payment Period in which the Extended Due for Payment Date for this Series falls, if applicable *pro rata* by reference to the Principal Amount Outstanding of such Tokenised Covered Bonds (and to such extent the Guaranteed Final Redemption Amount shall for the purpose of the relevant Priority of Payments and all other purposes be due) on such Extension Date and/or such Interest Payment Date, respectively; and

- (b) the CBC shall under the Guarantee owe interest over the unpaid portion of the Guaranteed Final Redemption Amount, which shall accrue and be payable on the basis set out in the applicable Pricing Supplement or, if not set out therein, Condition 5 (*Interest*), provided that for this purpose all references in Condition 5 (*Interest*) to the Maturity Date are deemed to be references to the Extended Due for Payment Date, *mutatis mutandis*,

all without prejudice to the CBC's obligation to pay any other Guaranteed Amount (i.e. other than the Guaranteed Final Redemption Amount) when Due for Payment.

The rights under the Guarantee (i) form an integral part of the Tokenised Covered Bonds, (ii) are of interest to a Bondholder only if, to the extent that, and for so long as, it holds Tokenised Covered Bonds, and (iii) can only be transferred together with all other rights under the relevant Tokenised Covered Bond. The obligations of the CBC under the Guarantee are unsubordinated and unguaranteed obligations of the CBC, which are secured (indirectly, through a parallel debt) as set out below.

As security for a parallel debt corresponding to the CBC's obligations under the Guarantee and the other Transaction Documents to which it is a party, the CBC has granted the following security rights to the Security Trustee:

- (a) a first ranking right of pledge (or such other security right as may be applicable) over the Transferred Assets; and
- (b) a first ranking right of pledge over the CBC's rights under or in connection with the CBC Transaction Documents and the CBC Transaction Accounts.

The Bondholders of each Series will, through the Security Trustee, benefit from the security rights and are deemed to have acknowledged, and are bound by the Parallel Debt Agreement and Trust Deed.

For the purpose of these Terms and Conditions:

**"Extended Due for Payment Date"** means, subject to Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*), the date falling one (1) year after the Maturity Date, as specified as such in the applicable Pricing Supplement; and

**"Guaranteed Final Redemption Amount"** means the Guaranteed Amount relating to Scheduled Principal payable on the Maturity Date.

#### 4. REDENOMINATION

The Issuer may, without the consent of the Bondholders, on giving prior notice to the Principal Paying Agent and at least thirty (30) calendar days' prior notice to the Bondholders in accordance with Condition 12 (*Notices*), elect that, with effect from the Redenomination Date (as defined below) specified in the notice, the Tokenised Covered Bonds denominated in euro (each for the purpose of this Condition 4 the "**Old Currency**")

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

shall be redenominated in another currency (for the purpose of this Condition 4 the "New Currency") upon the occurrence of a Convertibility Event.

The election will have effect as follows:

- (a) the Tokenised Covered Bonds shall be deemed to be redenominated into the New Currency in the denomination of the equivalent of euro 0.01 in another currency, with a principal amount for each Tokenised Covered Bond equal to the principal amount of that Tokenised Covered Bond in euro, converted into the New Currency at the rate for the conversion of the Old Currency into the New Currency as fixed by the government of the Netherlands, provided that, if the Issuer determines, with the agreement of the Security Trustee, that the market practice at the time of redenomination in respect of the redenomination into the New Currency 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 Bondholders, the stock exchange (if any) on which the Tokenised Covered Bonds may be listed and the Paying Agents of such deemed amendments;
- (b) the amount of interest due in respect of the Tokenised Covered Bonds will be calculated by reference to the aggregate principal amount of Tokenised Covered Bonds presented for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest equivalent of euro 0.01 in another currency;
- (c) if issued prior to the Redenomination Date and the Issuer gives notice (for the purpose of this Condition 4 the "**Exchange Notice**") to the Bondholders in accordance with Condition 12 (*Notices*) that replacement of Old Currency denominated Tokenised Covered Bonds is available for exchange (provided that such securities are so available), the payment obligations contained in any Tokenised Covered Bonds will become void on that date and no payments will be made in respect of them although those Tokenised Covered Bonds will continue to constitute valid exchange obligations of the Issuer. New Currency denominated Tokenised Covered Bonds will be issued in exchange for Tokenised Covered Bonds denominated in euro in such manner as the Issuer may specify and as shall be notified to the Bondholders in the Exchange Notice. No Exchange Notice may be given less than fifteen (15) calendar days prior to any date for payment of principal or interest on the Tokenised Covered Bonds;
- (d) on or after the Redenomination Date, all payments in respect of the Tokenised Covered Bonds, with a possible exception of payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in the New Currency as though references in the Tokenised Covered Bonds to euro were to the New Currency. Payments will be made in the New Currency by credit or transfer to a New Currency account (or any other account to which the New Currency may be credited or transferred) specified by the payee or, at the option of the payee, by a New Currency cheque;
- (e) if the Tokenised Covered Bonds are Fixed Rate Tokenised Covered Bonds 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 Calculation Amount, multiplying such sum by the applicable Fixed Day Count Fraction (as defined in Condition 5.1 (*Interest on Fixed Rate Tokenised Covered Bonds*)), and rounding the resultant figure to the nearest sub-unit of the relevant New Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. The amount of interest payable in respect of such Fixed Rate Tokenised Covered Bonds shall be the aggregate of the amounts (determined in the manner

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding; and

- (f) if the Tokenised Covered Bonds are Floating Rate Tokenised Covered Bonds, the applicable Pricing Supplement will specify any relevant changes to the provisions relating to interest.

For the purpose of this Condition 4 "**Redenomination Date**" means (i) in the case of interest bearing Tokenised Covered Bonds, any date for payment of interest or redemption under the Tokenised Covered Bonds or (ii) in the case of Zero Coupon Tokenised Covered Bonds any date, specified by the Issuer in the notice given to the Bondholders pursuant to paragraph (a) above and which shall be the date the government of the Netherlands accepts payment in the New Currency as legal tender.

## 5. INTEREST

Each Fixed Rate Tokenised Covered Bond and Floating Rate Tokenised Covered Bond will bear the interest as set out in the applicable Pricing Supplement. If after the Maturity Date the interest on a Series is switched from a fixed rate to a floating rate or vice versa, such Tokenised Covered Bonds will become Floating Rate Tokenised Covered Bonds or Fixed Rate Tokenised Covered Bonds, as applicable.

### 5.1 Interest on Fixed Rate Tokenised Covered Bonds

Each Fixed Rate Tokenised Covered Bond bears interest on its Principal Amount Outstanding from (and including) the interest commencement date as specified in the applicable Pricing Supplement (or, if not specified in the applicable Pricing Supplement, the Issue Date) (an "**Interest Commencement Date**") at the rate(s) per annum equal to the Fixed Rate(s) of Interest. Interest will be payable in arrears on the Interest Payment Date(s) in each year up to (and including) the date as specified in the applicable Pricing Supplement.

Except as provided in the applicable Pricing Supplement, 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. Payments of interest on any Interest Payment Date will, if so specified in the applicable Pricing Supplement, amount to the Broken Amount so specified.

If a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in 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) the Following Business Day Convention, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (b) the Modified Following Business Day Convention, such Interest Payment Date (or other 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 (or other date) shall be brought forward to the immediately preceding Business Day; or
- (c) the Preceding Business Day Convention, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or
- (d) No Adjustment, such Interest Payment Date (or other date) shall not be adjusted in accordance with any Business Day Convention.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

If "**Unadjusted**" is specified in the applicable Pricing Supplement the number of days in each Interest Period shall be calculated as if the Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Pricing Supplement.

If "**Adjusted**" is specified in the applicable Pricing Supplement the number of days in each Interest Period shall be calculated as if the Interest Payment Date is subject to adjustment in accordance with the Business Day Convention specified in the applicable Pricing Supplement.

If interest is required to be calculated for a period starting or ending other than on an Interest Payment Date (the "**Interest Calculation Period**"), such interest shall be calculated by applying the Fixed Rate of Interest to the Calculation Amount, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the euro, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention and multiplying such rounded up figure by a fraction equal to the Specified Denomination of such Tokenised Covered Bond divided by the Calculation Amount.

For the purpose of these Terms and Conditions (unless defined otherwise in the relevant section or subsection);

"**Fixed Day Count Fraction**" means:

if "**Actual/Actual (ICMA)**" is specified in the applicable Pricing Supplement for the relevant period, it means:

- (a) where the Interest Calculation Period is equal to or shorter than the Determination Period during which it falls, the actual number of days in the Interest Calculation Period divided by the product of (1) the actual number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
- (b) where the Interest Calculation Period is longer than one Determination Period, the sum of:
  - (i) the actual number of days in such Interest Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the actual number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
  - (ii) the actual number of days in such Interest Calculation Period falling in the next Determination Period divided by the product of (1) the actual number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year;

where:

"**Determination Period**" means the period from and including an Interest Payment Date in any year up to but excluding the next Interest Payment Date;

if "**30/360**" is specified in the applicable Pricing Supplement for the relevant period, 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 a year of 360 days with 12 30-day months) (unless (i) the last day of the Fixed Interest Period is the 31st day of a month but the first day of the Fixed Interest Period is a day other than the 30th or the 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30- day month or

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

(ii) the last day of the Fixed Interest Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month) divided by 360;

"**sub-unit**" means one cent;

"**Calculation Amount**" has the meaning ascribed to it in the applicable Pricing Supplement or if no such amount is specified in the applicable Pricing Supplement, the Specified Denomination;

"**Fixed Interest Period**" means the period from and including an Interest Payment Date (or in the case of a first interest period, the Interest Commencement Date, or if such is not specified in the applicable Pricing Supplement, the Issue Date) to but excluding the next or first Interest Payment Date;

"**Maturity Date**" means, subject to Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) and Condition 7.4 (*Redemption of Tokenised Covered Bonds at the Option of the Bondholders*), in respect of a Series of Tokenised Covered Bonds, the relevant Interest Payment Date which falls no more than forty-seven (47) years after the Issue Date of such Series and on which the Tokenised Covered Bonds of such Series are expected to be redeemed at their Principal Amount Outstanding in accordance with these Conditions, as specified in the relevant Pricing Supplement; and

"**Principal Amount Outstanding**" means, on any date, the principal amount of a Tokenised Covered Bond on the relevant Issue Date, less the aggregate amount of any principal payments in respect of such Tokenised Covered Bond which have been paid to the relevant Bondholder on or prior to that date.

The applicable Pricing Supplement shall contain provisions (if necessary) relating to the calculation of interest in respect of Interest Payment Dates that fall in the interval between the Issue Date and the First Interest Payment Date or the interval between the Maturity Date and the immediately preceding Interest Payment Date.

## 5.2 Interest on Floating Rate Tokenised Covered Bonds

### (a) Interest Payment Dates

Each Floating Rate Tokenised Covered Bond bears interest on its Principal Amount Outstanding from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest, with a floor of zero per cent., payable in arrear on either:

- (i) the Specified Interest Payment Date(s) in each year; or
- (ii) if no express Specified Interest Payment Date(s) is/are specified in the applicable Pricing Supplement, each date (each an "**Interest Payment Date**") which falls the number of months or other period specified as the Specified Period in the applicable Pricing Supplement 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. "**Interest Period**" 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 a Business Day Convention is specified in the applicable Pricing Supplement and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

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 is specified is:

- (i) in any case where Specified Periods are specified in accordance with Condition 5.2(a)(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 (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (ii) the Following Business Day Convention, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- (iii) the Modified Following Business Day Convention, such Interest Payment Date (or other 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 (or other date) shall be brought forward to the immediately preceding Business Day; or
- (iv) the Preceding Business Day Convention, such Interest Payment Date (or other date) shall be brought forward to the immediately preceding Business Day; or
- (v) No Adjustment, such Interest Payment Date (or other date) shall not be adjusted in accordance with any Business Day Convention.

If "**Unadjusted**" is specified in the applicable Pricing Supplement the number of days in each Interest Period shall be calculated as if the Interest Payment Date were not subject to adjustment in accordance with the Business Day Convention specified in the applicable Pricing Supplement.

If "**Adjusted**" is specified in the applicable Pricing Supplement the number of days in each Interest Period shall be calculated as if the Interest Payment Date is subject to adjustment in accordance with the Business Day Convention specified in the applicable Pricing Supplement.

In this Condition 5 (*Interest*), "**Business Day**" means a day which is both:

- (i) 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 any Additional Business Centre specified in the applicable Pricing Supplement; and
- (ii) a day on which T2 is open for the settlement of payments in Euro. In these Terms and Conditions, "T2" means the real time gross settlement system operated by the Eurosystem or any successor or replacement of that system.

(b) *Rate of Interest*

The Rate of Interest will be determined in the manner specified below and as determined in the applicable Pricing Supplement.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

(c) *ISDA Determination for Floating Rate Tokenised Covered Bonds*

Subject to the provisions of Condition 5.2(f) (*Replacement Reference Rate Determination for Discontinued Reference Rate*), where ISDA Determination is specified in the applicable Pricing Supplement 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 Pricing Supplement) the Margin (if any). For the purposes of this subparagraph (a), "ISDA Rate" for an Interest Period means a rate equal to the Floating Rate that would be determined by the Principal Paying Agent under an interest rate swap transaction if the Principal Paying Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") and as amended and updated as at the Issue Date of the first Tranche of the Tokenised Covered Bonds (the "**ISDA Definitions**") and under which:

- (i) the Floating Rate Option is as specified in the applicable Pricing Supplement (as defined in the ISDA Definitions);
- (ii) the Designated Maturity (as defined in the ISDA Definitions) is the period specified in the applicable Pricing Supplement;
- (iii) the relevant Reset Date (as defined in the ISDA Definitions) is either (i) if the applicable Floating Rate Option is based on EURIBOR, the first day of that Interest Period, or (ii) in any other case, as specified in the applicable Pricing Supplement;
- (iv) if the Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Compounding is specified to be applicable in the relevant Pricing Supplement and:
  - (A) Compounding with Lookback is specified as the Compounding Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement;
  - (B) Compounding with Observation Period Shift is specified as the Compounding Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Pricing Supplement; or
  - (C) Compounding with Lockout is specified as the Compounding Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;
- (v) if the specified Floating Rate Option is an Overnight Floating Rate Option (as defined in the ISDA Definitions), Averaging is specified to be applicable in the relevant Pricing Supplement and:

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (A) Averaging with Lookback is specified as the Averaging Method in the relevant Pricing Supplement, Lookback is the number of Applicable Business Days (as defined in the ISDA Definitions) as specified in relevant Pricing Supplement;
  - (B) Averaging with Observation Period Shift is specified as the Averaging Method in the relevant Pricing Supplement, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement, and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Pricing Supplement; or
  - (C) Averaging with Lockout is specified as the Averaging Method in the relevant Pricing Supplement, (a) Lockout is the number of Lockout Period Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement, and (b) Lockout Period Business Days, if applicable, are the days specified in the relevant Pricing Supplement;
- (vi) if the specified Floating Rate Option is an Index Floating Rate Option (as defined in the ISDA Definitions) and Index Provisions are specified to be applicable in the relevant Pricing Supplement, the Compounded Index Method with Observation Period Shift shall be applicable and, (a) Observation Period Shift is the number of Observation Period Shift Business Days (as defined in the ISDA Definitions) specified in the relevant Pricing Supplement and (b) Observation Period Shift Additional Business Days (as defined in the ISDA Definitions), if applicable, are the days specified in the relevant Pricing Supplement;
- (vii) references in the ISDA Definitions to:
- (A) "Confirmation" shall be references to the relevant Pricing Supplement;
  - (B) "Calculation Period" shall be references to the relevant Interest Period;
  - (C) "Termination Date" shall be references to the Maturity Date; and
  - (D) "Effective Date" shall be references to the Interest Commencement Date; and
- (viii) if the Pricing Supplement specify "2021 ISDA Definitions" as the applicable ISDA Definitions:
- (A) "Administrator/Benchmark Event" shall be disapplied; and
  - (B) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions, the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication – Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

When this sub-paragraph (a) applies, in respect of each relevant Interest Period the Principal Paying Agent will be deemed to have discharged its obligations under Condition 5.2(h) (*Determination of Rate of Interest and Calculation of Floating Interest Amounts*) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this subparagraph (a).

(d) *Screen Rate Determination for Floating Rate Tokenised Covered Bonds not referencing Compounded Daily €STR*

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, and unless the Reference Rate in respect of the Relevant Series of Floating Rate Tokenised Covered Bonds is specified in the applicable Pricing Supplement as being "Compounded Daily €STR" the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (i) the offered quotation (if there is only one quotation on the Relevant Screen Page); or
- (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards or, if the relevant Screen Rate is EURIBOR, to the third decimal place, with 0.0005 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 of the Relevant Time on the relevant Interest Determination Date, plus or minus (as indicated in the applicable Pricing Supplement) the Margin (if any), all as determined by the Principal Paying Agent.

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 for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears on the relevant Screen Page or, in the case of (ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Agency Agreement contains provisions for determining the Rate of Interest pursuant to this subparagraph (b). In such case, subject to the provisions of Condition 5.2(f) (*Replacement Reference Rate Determination for Discontinued Reference Rate*) upon the occurrence of a Benchmark Event:

- (i) the Principal Paying Agent shall request each of the Reference Banks to provide the Principal Paying Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the relevant time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Principal Paying Agent with offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Principal Paying Agent; or
- (ii) if on any Interest Determination Date fewer than two Reference Banks provide the Principal Paying Agent with an offered quotation as provided in the preceding

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Principal Paying Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Principal Paying Agent by two or more Reference Banks, at which such rates were offered, at approximately the relevant time on the relevant Interest Determination Date, deposits in euro for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent with offered rates, the offered rate for deposits in euro for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in euro for a period equal to that which would have been used for the Reference Rate, at which, at approximately the relevant time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Principal Paying Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any), provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Tokenised Covered Bonds is specified in the applicable Pricing Supplement as being other than EURIBOR, the Rate of Interest in respect of such Tokenised Covered Bonds will be determined as provided in the applicable Pricing Supplement.

(e) *Screen Rate Determination for Floating Rate Tokenised Covered Bonds referencing Compounded Daily €STR*

Where Screen Rate Determination is specified in the applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the relevant Series of Floating Rate Tokenised Covered Bonds is specified in the applicable Pricing Supplement as being "Compounded Daily €STR", the Rate of Interest for an Interest Accrual Period will be Compounded Daily €STR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Pricing Supplement) the applicable Margin.

"**Compounded Daily €STR**" means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily euro short-term rate as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

$$\prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_{i-pTBD} \times n_i}{360} \right) - 1 \times \frac{360}{d}$$

Where

"**d**" is the number of calendar days in the relevant Interest Accrual Period;

"**do**" is the number of TARGET Settlement Days in the relevant Interest Accrual Period;

"**ECB**" means the European Central Bank or any successor or substituting authority thereto;

"**i**" is a series of whole numbers from one to "do", each representing the relevant TARGET Settlement Day in chronological order from, and including, the first TARGET Settlement Day in the relevant Interest Accrual Period to, and including, the last TARGET Settlement Day in the relevant Interest Accrual Period;

"**ni**", for any TARGET Settlement Day "i", means the number of calendar days from and including such TARGET Settlement Day "i" up to but excluding the following TARGET Settlement Day;

"**Observation Period**" means, in respect of each Interest Accrual Period, the period from and including the date falling "p" TARGET Settlement Days prior to the first day of the relevant Interest Accrual Period and ending on, but excluding, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Tokenised Covered Bonds become due and payable);

"**p**" means for any Interest Accrual Period, the whole number of TARGET Settlement Days included in the Observation Look-back Period, as specified in the applicable Pricing Supplement, being no less than five TARGET Settlement Days;

"**TARGET Settlement Day**" means any day on which T2 is open for the settlement of payments in Euro;

"**€STR Reference Rate**" means, in respect of any TARGET Settlement Day, a reference rate equal to the daily euro short-term rate ("**€STR**") for such TARGET Settlement Day as published by the ECB, as administrator of such rate (or any successor administrator of such rate), on the website of the ECB initially at <http://www.ecb.europa.eu>, or any successor website officially designated by the ECB (the "**ECB's Website**") (in each case, on or before 9:00 a.m., Central European Time, on the TARGET Settlement Day immediately following such TARGET Settlement Day); and

"**€STR i-pTBD**" means, in respect of any TARGET Settlement Day "i" falling in the relevant Interest Accrual Period, the €STR Reference Rate for the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i".

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

Notwithstanding any fallback provisions in the ISDA Definitions, as applicable, the following provisions apply in case the €STR Reference Rate is not published in respect of a TARGET Settlement Day as specified above or if the Rate of Interest cannot otherwise be determined in accordance with the provisions set forth herein, respectively.

If the €STR Reference Rate is not published in respect of a TARGET Settlement Day as specified above, and unless both an €STR Index Cessation Event and an €STR Index Cessation Effective Date (each, as defined below) have occurred, the €STR Reference Rate shall be a rate equal to €STR for the last TARGET Settlement Day for which such rate was published on the ECB's Website.

If the €STR Reference Rate is not published in respect of a TARGET Settlement Day as specified above, and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate for each TARGET Settlement Day in the relevant Observation Period occurring from and including such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the rate (inclusive of any spreads or adjustments) that was recommended as the replacement for €STR by the ECB (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the ECB (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the ECB or another administrator) (the "**ECB Recommended Rate**"), provided that, if no such rate has been recommended before the end of the first TARGET Settlement Day following the date on which the €STR Index Cessation Effective Date occurs, then the rate for each TARGET Settlement Day in the relevant Observation Period occurring from and including such €STR Index Cessation Effective Date will be determined as if references to "€STR" were references to the Eurosystem Deposit Facility Rate, the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem, as published on the ECB's Website (the "**EDFR**") on such TARGET Settlement Day plus the arithmetic mean of the daily difference between the €STR Reference Rate and the EDFR for each of the 30 TARGET Settlement Days immediately preceding the date on which the €STR Index Cessation Event occurs (the "**EDFR Spread**").

Provided further that, if both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate for each TARGET Settlement Day in the relevant Observation Period occurring from and including that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to "€STR" were references to the EDFR on such TARGET Settlement Day plus the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 TARGET Settlement Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurs.

Provided that a Benchmark Event has not occurred in respect of the Compounded Daily €STR or the ECB Recommended Rate, as applicable, if the Rate of Interest cannot be determined in accordance with the foregoing provisions the Rate of Interest shall be (i) that rate determined as at the last preceding Interest Determination Date (through substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the last preceding Interest Accrual Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Tokenised Covered Bonds for the first Interest Accrual Period had the Tokenised Covered Bonds been in issue for a period equal in duration to the scheduled first interest Accrual Period but ending on (and

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

excluding) the Interest Commencement Date (including applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period). For the avoidance of doubt, if the Rate of Interest cannot be determined in accordance with the foregoing provisions where a Benchmark Event has occurred in respect of the Compounded Daily €STR, the provisions in Condition 5.2(f) (*Replacement Reference Rate Determination for Discontinued Reference Rate*) shall apply.

As used herein, an "**Interest Accrual Period**" means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the relevant Series of Tokenised Covered Bonds becomes due and payable in accordance with Condition 10 (*Events of Default and Enforcement*)), shall be the date on which such Tokenised Covered Bonds become due and payable).

If the relevant Series of Tokenised Covered Bonds becomes due and payable in accordance with Condition 10 (*Events of Default and Enforcement*), the final Rate of Interest shall be calculated for the Interest Accrual Period to (but excluding) the date on which the Tokenised Covered Bonds become so due and payable, and such Rate of Interest shall continue to apply to the Tokenised Covered Bonds for so long as interest continues to accrue thereon as provided in Condition 5(c).

As used in these Conditions:

"**€STR Index Cessation Event**" means the occurrence of one or more of the following events:

- (i) a public statement or publication of information is made by or on behalf of the ECB (or any successor administrator of €STR) announcing that it has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide €STR; or
- (ii) a public statement or publication of information is made by the regulatory supervisor for the administrator of €STR, the central bank for the currency of €STR, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide €STR;

"**€STR Index Cessation Effective Date**" means, in respect of an €STR Index Cessation Event, the first date for which €STR is no longer provided by the ECB (or any successor administrator of €STR);

"**ECB Recommended Rate Index Cessation Event**" means the occurrence of one or more of the following events:

- (i) a public statement or publication of information is made by or on behalf of the administrator of the ECB Recommended Rate announcing that it has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; or

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (ii) a public statement or publication of information is made by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; and

**"ECB Recommended Rate Index Cessation Effective Date"** means, in respect of an ECB Recommended Rate Index Cessation Event, the first date for which the ECB Recommended Rate is no longer provided by the administrator thereof.

(f) *Replacement Reference Rate Determination for Discontinued Reference Rate*

Notwithstanding the provisions above in this Condition 5.2(b) (*Rate of Interest*) (including, for the avoidance of doubt, any fallback provisions in the ISDA Definitions, as applicable), if the Principal Paying Agent or the Issuer determines at any time prior to, on or following any Interest Determination Date, that a Benchmark Event has occurred, the Issuer will, as soon as reasonably practicable (and in any event prior to the next relevant Interest Determination Date), appoint an agent ("**Rate Determination Agent**"), which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, whether a substitute, alternative or successor rate for purposes of determining the relevant Reference Rate (as specified in the applicable Pricing Supplement) on each Interest Determination Date falling on such date or thereafter that is substantially comparable to the Reference Rate that is available or a successor rate that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency.

If the Rate Determination Agent determines that there is an industry-accepted successor rate, the Rate Determination Agent will use such successor rate to determine the relevant Reference Rate. If the Rate Determination Agent has determined a substitute, alternative or successor rate in accordance with the foregoing (such rate, the "**Replacement Reference Rate**") for purposes of determining the Reference Rate on the relevant Interest Determination Date falling on or after such determination, (A) the Rate Determination Agent will also determine changes (if any) to the business day convention, the definition of business day, the interest determination date, the day count fraction and any method for calculating the Replacement Reference Rate, including any Adjustment Spread, in each case in a manner that is consistent with industry-accepted practices for such Replacement Reference Rate; (B) references to the Reference Rate in these Conditions applicable to the relevant Floating Rate Tokenised Covered Bonds 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 any Adjustment Spread); (C) the Rate Determination Agent will 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 Bondholders (in accordance with Condition 12 (*Notices*)), the Security Trustee, the CBC and the Principal Paying Agent specifying the Replacement Reference Rate, as well as the details described in (A) above. The Rate Determination Agent shall at all times act and fulfil its obligations in accordance with the Benchmarks Regulation Requirements. The party responsible for calculating the Interest Rate pursuant

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

to Condition 5.2(b) (*Rate of Interest*) will remain the party responsible for calculating the Interest Rate by making use of the Replacement Reference Rate and the other matters referred to above.

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 and the Security Trustee and will apply to the relevant Tokenised Covered Bonds without any requirement that the Issuer obtains consent of any Bondholders. If the Rate Determination Agent is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Reference Rate will not be changed pursuant to this Condition 5.2(f). This is without prejudice to the applicability of Condition 5.2(b), (c)(iv)(B) and (e).

For the avoidance of doubt, each Bondholder shall be deemed to have accepted the Replacement Reference Rate or such other changes pursuant to this Condition 5.2(b).

The Rate Determination Agent will be (A) a major bank or broker-dealer in a principal financial center of the European Union or the United Kingdom as appointed by the Issuer; or (B), if it is not reasonably practicable to appoint a party as referred to under (A), the Issuer.

As used in this Condition 5.2(f):

**"Adjustment Spread"** means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Issuer determines in its sole discretion, acting in good faith, 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 the Bondholders as a result of the replacement of the 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 Reference Rate with the Replacement Reference Rate by any competent authority, any working group in the jurisdiction of the applicable currency sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which such reference rate relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of such reference rate, (iii) a group of the aforementioned central banks or other supervisory authorities, or (iv) the Financial Stability Board or any part thereof, or any widely recognised industry association or body; or (if no such recommendation has been made);
- (b) the Issuer determines, acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Replacement Reference Rate; or (if the Issuer determines that no such industry accepted standard is recognised or acknowledged);
- (c) the Issuer, in its discretion, acting in good faith, determines to be appropriate.

**"Benchmark Event"** means:

- (a) a public statement or publication of information is made by the administrator of the Reference Rate or the competent authority supervising the relevant administrator that the Reference Rate has ceased to be a representative or an industry accepted rate for debt market instruments (as determined by the Rate Determination Agent, acting in good faith) such as, or comparable to, the Tokenised Covered Bonds; or

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (b) it has become unlawful or otherwise prohibited pursuant to any law, regulation or instruction from a competent authority, to calculate any payments due to be made to any Bondholder using the Reference Rate or otherwise make use of the Reference Rate with respect to the Tokenised Covered Bonds; or
- (c) the Reference Rate has changed materially, ceased to be published for a period of at least five (5) Business Days or ceased to exist; or
- (d) a public statement or publication of information is made by the administrator of the Reference Rate or the competent authority supervising the relevant administrator that, by a specified date within the following six (6) months, the Reference Rate will be materially changed, no longer be representative, cease to be published, cease to exist, be discontinued or be prohibited from being used or that its use will be subject to restrictions or adverse consequences.

provided that (i) in the case of sub-paragraphs (b),(c) and (d), the Benchmark Event shall occur on the date of the cessation of publication of the Reference Rate, the discontinuation of the Reference Rate, or the prohibition of use of the Reference Rate, as the case may be, and not the date of the relevant public statement, and (ii) in the case of sub-paragraph (a) above, on the date with effect from which the Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) a representative or an industry accepted rate for debt market instruments (as determined by the Rate Determination Agent, acting in good faith) such as, or comparable to, the Tokenised Covered Bonds and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement; and provided further that:

- (i) in respect of ISDA Determination as the manner in which the Rate of Interest is to be determined, if any event above qualifies as or otherwise occurs simultaneously with an Index Cessation Event as defined in the ISDA Definitions, such event is not to be deemed a Benchmark Event, unless the Rate of Interest cannot be determined in accordance with Condition 5.2(c) (*ISDA Determination for Floating Rate Tokenised Covered Bonds*), in which case such event shall be deemed a Benchmark Event; and
- (ii) in respect of Compounded Daily €STR or ECB Recommended Rate, as applicable, if any event above qualifies as or otherwise occurs simultaneously with an €STR Index Cessation Event or an ECB Recommended Rate Index Cessation Event, as applicable, such event is not to be deemed a Benchmark Event, unless the Rate of Interest cannot be determined in accordance with Condition 5.2(e) (*Screen Rate Determination for Floating Rate Tokenised Covered Bonds referencing Compounded Daily €STR*), in which case such event shall be deemed a Benchmark Event.

**"Benchmarks Regulation Requirements"** means the requirements imposed on the administrator of a benchmark pursuant to the Benchmarks Regulation, which includes a requirement for the administrators of a benchmark to be licensed by or to be registered with the competent authority as a condition to be permitted to administer the benchmark.

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

If the applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

If the applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(h) *Determination of Rate of Interest and Calculation of Floating Interest Amounts*

The Principal Paying Agent, in the case of Floating Rate Tokenised Covered Bonds 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.

The Principal Paying Agent will calculate the amount of interest (the "**Floating Interest Amount**") payable on the Floating Rate Tokenised Covered Bonds, in respect of each Calculation Amount for the relevant Interest Period. Each Floating Interest Amount shall be calculated by applying the Rate of Interest to each Calculation Amount, multiplying such sum by the applicable Floating Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the euro, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

In this Condition "**Floating Day Count Fraction**" means, in respect of the calculation of an amount of interest for any Interest Period:

- (a) if "**Actual/365**" or "**Actual/Actual ISDA**" is specified in the applicable Pricing Supplement, 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);
- (b) if "**Actual/365 (Fixed)**" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 365;
- (c) if "**Actual/360**" is specified in the applicable Pricing Supplement, the actual number of days in the Interest Period divided by 360;
- (d) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Pricing Supplement, 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:

"**Y1**" is the year, expressed as a number, in which the first day of the Interest Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

"D2" 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 D1 is greater than 29, in which case D2 will be 30;

- (e) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Pricing Supplement, 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: 360

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30;

"D2" 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 D2 will be 30; and

- (f) if "**30E/360 (ISDA)**" is specified in the applicable Pricing Supplement, 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: 360

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

"D1" 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 D1 will be 30; and

"D2" 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 D2 will be 30.

(i) *Notification of Rate of Interest and Floating Interest Amounts*

The Principal Paying Agent will cause the Rate of Interest and each Floating 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 Tokenised Covered Bonds are for the time being listed and notice thereof to be published in accordance with Condition 12 (*Notices*) as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Floating Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice 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 Floating Rate Tokenised Covered Bonds are for the time being listed and to the Bondholders in accordance with Condition 12 (*Notices*). If the Calculation Amount is less than the minimum Specified Denomination the Calculation Agent shall not be obliged to publish each Floating Interest Amount but instead may publish only the Calculation Amount and the Floating Interest Amount in respect of the Tokenised Covered Bond having the minimum Specified Denomination. For the purposes of this paragraph, the expression "**London Business Day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

(j) *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 (*Interest on Floating Rate Tokenised Covered Bonds*), whether by the Principal Paying Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Principal Paying Agent, the Calculation Agent, if applicable, the other Paying Agents and all Bondholders and (in the absence as aforesaid) no liability to the Issuer, the CBC, the Bondholders shall attach to the Principal Paying Agent or the Calculation Agent, if applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

### 5.3 Accrual of interest

Each Tokenised Covered Bond (or in the case of the redemption of part only of a Tokenised Covered Bond, that part only of such Tokenised Covered Bond) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue as provided in the Trust Deed.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

## 6. PAYMENTS

### 6.1 Method of payment

The Issuer's obligation to pay principal, interest and any other amounts on or in respect of a Tokenised Covered Bond will be satisfied and discharged by the transfer for value on the due date directly to the registered account of the relevant Bondholder.

For the purposes of this Condition 6, a Bondholder's registered account means the EUR account maintained by or on behalf of it with Coöperatieve Rabobank U.A., details of which have been notified to the Issuer at least five Business Days (as defined in Condition 6.4 (*Payment on Business Days*) below) prior to the Record Time (as defined below).

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment in these Terms and Conditions, the Trust Deed, the Agency Agreement and the Pricing Supplement, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**US IR Code**") or otherwise imposed pursuant to sections 1471 through 1474 of the US IR Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental agreement thereto. References to euro will include any successor currency under Dutch law.

### 6.2 Record time

All payments of principal, interest and any other amounts on or in respect of a Tokenised Covered Bond shall be made to the registered holder of such Tokenised Covered Bond appearing on the Register at commencement (being 12.00 a.m.) in Amsterdam of (subject to Condition 6.4 (*Payment on Business Days*)) the fifth Business Day prior to the due date for payment (the **Record Time**).

### 6.3 No commissions

No commissions or expenses shall be charged to the Bondholders in respect of any payments made in accordance with this Condition 6.

In the event that any income or other tax is deducted from a payment, the Issuer will issue to the Bondholder as soon as reasonably practicable a notification of deduction of tax in respect of the tax deducted or withheld.

### 6.4 Payment on Business Days

If the date for payment of any amount in respect of any Tokenised Covered Bond 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 (subject to Condition 9 (*Prescription*)) is:

- (a) a day on which banks in Amsterdam, the Netherlands and the relevant place of presentation are open for presentation and payment and for dealing in foreign currencies; and

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

- (b) in the case of payment by transfer to an account, a day on which T2 is open for the settlement of payments in Euro and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre.

## 6.5 Interpretation of interest and principal

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

- (a) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Tokenised Covered Bonds;
- (c) the Early Redemption Amount of the Tokenised Covered Bonds;
- (d) the Optional Redemption Amount;
- (e) in relation to Zero Coupon Tokenised Covered Bonds, the Amortised Face Amount (as defined in Condition 7.5 (*Early Redemption Amounts*));
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Tokenised Covered Bonds; and
- (g) any Excess Proceeds which may be payable by the Security Trustee to either the CBC or the Bondholders under or in respect of the Tokenised Covered Bond.

Any reference in these Terms and Conditions to interest in respect of the Tokenised Covered Bonds shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*) or under any undertaking or covenant given in addition thereto, or in substitution therefor, pursuant to the Trust Deed.

## 6.6 Set-off

- (a) Any payments under or pursuant to the Tokenised Covered Bonds shall be made by the Issuer free of set-off and withholding if and to the extent so specified in the applicable Pricing Supplement;
- (b) if in the Pricing Supplement "German Insurers" are indicated Applicable, each of the Issuer and the CBC hereby waives, for the benefit of all present and future holders of the Tokenised Covered Bonds issued in such Pricing Supplement, any right to set-off (*verrekenen*, in German: *aufrechnen*) any amount against, any right to retain (*inhouden*, in German: *zurückbehalten*) any amount from, and any right of pledge (*pandrecht*, in German: *Pfandrecht*), including but not limited to any right of pledge created under the Issuer's general banking conditions with regard to, any amount it owes under or in respect of the Tokenised Covered Bonds and any similar right which may adversely affect the rights under or in respect of Tokenised Covered Bonds.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

If this waiver under (g)(ii) is applicable it (i) applies as far as and as long as the Tokenised Covered Bonds are part of the guarantee assets (*Sicherungsvermögen*) of an insurer within the meaning of the German Insurance Supervisory Act (*Versicherungsaufsichtsgesetz*) as amended from time to time also in case of an insolvency and (ii) prevails over any present or future agreement with a conflicting content, save in the case of future agreements only, where such future agreement has a conflicting content which explicitly refers to this specific waiver.

## 7. REDEMPTION AND PURCHASE

### 7.1 Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below and subject to Condition 3 (*The Guarantee*), each Tokenised Covered Bond will be redeemed by the Issuer at its Final Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement in euro on the Maturity Date (the "**Final Redemption Amount**").

### 7.2 Redemption for tax reasons

The Tokenised Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Tokenised Covered Bond is not a Floating Rate Tokenised Covered Bond) or on any Interest Payment Date (if this Tokenised Covered Bond is a Floating Rate Tokenised Covered Bond), on giving not less than thirty (30) nor more than sixty (60) calendar days' notice to the Security Trustee and the Principal Paying Agent and, in accordance with Condition 12 (Notices), the Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Security Trustee immediately before the giving of such notice that:

- (a) on the occasion of the next payment due under the Tokenised Covered Bonds, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) 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 on which agreement is reached to issue the first Tranche of the Tokenised Covered Bonds; and
- (b) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than sixty (60) calendar days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Tokenised Covered Bonds then due.

Prior to the publication of any notice of redemption pursuant to this Condition 7.2 (*Redemption for tax reasons*), the Issuer shall deliver to the Security Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred and the Security Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Bondholders. Tokenised Covered Bonds redeemed pursuant to this Condition 7.2 (*Redemption for tax reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

### 7.3 Redemption at the option of the Issuer (Issuer Call)

If the Issuer is specified as having the option to redeem the Tokenised Covered Bonds in the applicable Pricing Supplement, the Issuer may, subject as provided in paragraph (e) below and having given:

- (a) not less than fifteen (15) nor more than thirty (30) calendar days' notice to the Bondholders in accordance with Condition 12 (*Notices*); and
- (b) not less than fifteen (15) calendar days before the giving of the notice referred to in (i), notice to the Security Trustee, the Principal Paying Agent, the CBC and the Registrar;

(which notices shall be irrevocable and shall specify the date fixed for redemption), redeem all or some only of the Tokenised Covered Bonds then outstanding on any optional redemption date as specified in the applicable Pricing Supplement ("**Optional Redemption Date**") and at the Optional Redemption Amount(s) specified in the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date, provided that no Issuer Event of Default has occurred and is continuing.

If the Issuer is specified as having the option to redeem the Tokenised Covered Bonds in the applicable Pricing Supplement and it cannot exercise its option because an Issuer Event of Default has occurred and is continuing, then the CBC may declare with:

- (a) not less than five (5) (or if the notice period of the Issuer has been shortened to five (5) calendar days' or less, the notice period will be one (1) calendar day less than the minimum notice period for the Issuer) nor more than thirty (30) calendar days' notice to the Bondholders in accordance with Condition 12 (*Notices*); and
- (b) not less than five (5) calendar days (or if the notice period of the Issuer has been shortened to five (5) days' or less, the notice period will be one (1) day less than the minimum notice period for the Issuer) before the giving of the notice referred to in (i), notice to the Security Trustee, the Principal Paying Agent, the Issuer and the Registrar;

that all of the Tokenised Covered Bonds then outstanding of such Series will mature on the Optional Redemption Date and at the Optional Redemption Amount(s) specified in the applicable Pricing Supplement, and that the Maturity Date will be such Optional Redemption Date.

Any redemption pursuant to this Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*) must be of a nominal amount not less than the minimum redemption amount ("**Minimum Redemption Amount**") and not more than the maximum redemption amount ("**Maximum Redemption Amount**"), in each case as may be specified in the applicable Pricing Supplement (and subject to Condition 3 (*The Guarantee*)). In the case of a partial redemption of Tokenised Covered Bonds, the Tokenised Covered Bonds to be redeemed (the "**Redeemed Tokenised Covered Bonds**") will be selected as either a pool factor or a reduction in nominal amount, not more than thirty (30) calendar days prior to the date fixed for redemption (such date of selection being hereinafter called for the purposes of this paragraph the "**Selection Date**"). The nominal amount drawn and the holders thereof, of such Redeemed Tokenised Covered Bonds will be published in accordance with Condition 12 (*Notices*) not less than fifteen (15) calendar days prior to the date fixed for redemption. The aggregate nominal amount of Redeemed Tokenised Covered Bonds shall be equal to the balance of the Redeemed Tokenised Covered Bonds.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

If the option to redeem the Tokenised Covered Bonds is exercised by the Issuer or the CBC has given a declaration that the Tokenised Covered Bonds will mature on the Optional Redemption Date (each in accordance with this Condition 7.3 (*Redemption at the option of the Issuer (Issuer Call)*)), then the Optional Redemption Date will for all purposes in all Transaction Documents be deemed to be the Maturity Date in respect of the Tokenised Covered Bonds to which it applies instead of the Maturity Date specified as such in the applicable Pricing Supplement to the extent of the amount redeemed or to be redeemed, as the case may be, on such date. The Extended Due for Payment Date in respect of such Tokenised Covered Bonds will for all purposes in all Transaction Documents be deemed to be one (1) year after such new Maturity Date instead of the date included in the applicable Pricing Supplement (unless in the section Issuer Call in the applicable Pricing Supplement a specific date is included, in which case such date will apply).

If in the applicable Pricing Supplement it is specified that the manner of determining the interest on some or all Tokenised Covered Bonds of a Series switches to another manner of determining the interest as of the Maturity Date, such switch will occur on the Maturity Date as determined pursuant to the previous paragraph to the extent of the amount redeemed or to be redeemed, as the case may be, on such date.

#### **7.4 Redemption of Tokenised Covered Bonds at the Option of the Bondholders**

Subject as provided in paragraph (e) below, if the Bondholders are specified in the applicable Pricing Supplement as having an option to redeem, upon the holder of any Tokenised Covered Bond giving to the Issuer in accordance with Condition 12 (*Notices*) not less than fifteen (15) nor more than thirty (30) calendar days' notice or such other period of notice as is specified in the applicable Pricing Supplement (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Pricing Supplement, in whole (but not in part), such Tokenised Covered Bond on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Pricing Supplement together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

In order to exercise the right to require redemption of this Tokenised Covered Bond its holder must give notice of such exercise within the notice period to the Issuer through the Registrar in accordance with the Tokenisation Agency Agreement. Such exercise shall include the required immobilisation of the relevant Tokenised Covered Bond in the Tokens Wallet of the exercising holder, following which the Registrar will record the exercise in the Register. No Tokenised Covered Bond in respect of which a redemption option has been exercised may be released from immobilisation, except as permitted under the Tokenisation Agency Agreement or with the prior consent of the Issuer.

If the option to redeem the Tokenised Covered Bonds is exercised by the Bondholders, then the Optional Redemption Date will for all purposes in all Transaction Documents be deemed to be the Maturity Date in respect of the Tokenised Covered Bonds to which it applies instead of the Maturity Date specified as such in the applicable Pricing Supplement to the extent of the amount redeemed or to be redeemed, as the case may be, on such date. The Extended Due for Payment Date in respect of such Tokenised Covered Bonds will for all purposes in all Transaction Documents be deemed to be one (1) year after such new Maturity Date instead of the date included in the applicable Pricing Supplement (unless in the section Issuer Call in the applicable Pricing Supplement a specific date is included, in which case such date will apply).

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

If in the applicable Pricing Supplement it is specified that the manner of determining the interest on some or all Tokenised Covered Bonds of a Series switches to another manner of determining the interest as of the Maturity Date, such switch will occur on the Maturity Date as determined pursuant to the previous paragraph to the extent of the amount redeemed or to be redeemed, as the case may be, on such date.

## 7.5 Early Redemption Amounts

For the purpose of paragraph (b) and (d) above and Condition 10 (*Events of Default and Enforcement*), each Tokenised Covered Bond will be redeemed at its Early Redemption Amount calculated as follows (each, the relevant "**Early Redemption Amount**"):

- (a) in the case of a Tokenised Covered Bond with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- (b) in the case of a Tokenised Covered Bond (other than a Zero Coupon Tokenised Covered Bond) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the applicable Pricing Supplement or, if no such amount or manner is so specified in the applicable Pricing Supplement, at its nominal amount; or
- (c) in the case of a Zero Coupon Tokenised Covered Bond, at an amount (the "**Amortised Face Amount**") equal to the product of:
  - (i) the Reference Price; and
  - (ii) the sum of the figure "1" and the Accrual Yield, raised to the power of x, where "x" is a fraction the numerator of which is equal to the number of days (calculated on the basis of, if "Actual/Actual ISDA" is specified in the applicable Pricing Supplement, the actual number of days in the relevant period and a year of 365 days (or, if any portion of that period falls in a leap year, the sum of (A) the actual number of days in that portion of the period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the period falling in a non-leap year divided by 365) from (and including) the Issue Date of the first Tranche of the Tokenised Covered Bonds to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Tokenised Covered Bonds become due and repayable and the denominator of which is, if "Actual/Actual ISDA" is specified in the applicable Pricing Supplement, 365 days (or, if any portion of the period falls in a leap year, the sum of (A) the actual number of days in that portion of the period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the period falling in a non-leap year divided by 365).

## 7.6 Purchases

The Issuer, the CBC and/or any member of NN Group may at any time purchase Tokenised Covered Bonds at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Bondholders alike. Tokenised Covered Bonds purchased in accordance with this Condition 7.6 (*Purchases*) may be held, reissued, resold or, at the option of the Issuer or the CBC and/or such member of NN Group, cancelled by the Registrar surrendered to any Paying Agent for cancellation.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

## **7.7 Cancellation**

All Tokenised Covered Bonds together with all rights to unpaid interest which are redeemed will forthwith be cancelled by the Registrar in accordance with the standard procedures of the Registrar. Any Tokenised Covered Bond so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Tokenised Covered Bond shall be discharged.

## **7.8 Late payment on Zero Coupon Tokenised Covered Bonds**

If the amount payable in respect of any Zero Coupon Tokenised Covered Bond upon redemption of such Zero Coupon Tokenised Covered Bond pursuant to paragraph (a), (b) or (c) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Enforcement*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Tokenised Covered Bond shall be the amount calculated as provided in paragraph (e)(iii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Tokenised Covered Bond becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Tokenised Covered Bond have been paid; and
- (ii) five (5) days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Tokenised Covered Bonds has been received by the Principal Paying Agent or the Security Trustee and notice to that effect has been given to the Bondholders in accordance with Condition 12 (Notices).

## **7.9 Redemption due to illegality**

The Tokenised Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than thirty (30) nor more than sixty (60) calendar days' notice to the Security Trustee and the Principal Paying Agent and, in accordance with Condition 12 (*Notices*), all Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Security Trustee immediately before the giving of such notice that it has, or will, before the next Interest Payment Date of any Tokenised Covered Bond of any Series, become unlawful for the Issuer to make any payments under the Tokenised Covered Bonds as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Tokenised Covered Bonds redeemed pursuant to this Condition 7.9 (*Redemption due to illegality*) will be redeemed at their Early Redemption Amount referred to in Condition 7.5 (*Early Redemption Amounts*) above together (if appropriate) with interest accrued to (but excluding) the date of redemption.

## **7.10 Certificate**

Prior to the publication of any notice of redemption pursuant to this Condition 7 (*Redemption and Purchase*), the Issuer shall deliver to the Security Trustee a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

occurred and the Security Trustee shall be entitled to accept the certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on all Bondholders.

## 8. TAXATION

### 8.1 General

All payments of principal and interest in respect of the Tokenised Covered Bonds made by the Issuer will be made without withholding or deduction of any present or future taxes or duties of whatever nature (collectively "**Taxes**"), unless such withholding or deduction is required by law. In the event the withholding or deduction of such Taxes is imposed or levied by or on behalf of any Tax Jurisdiction, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the Bondholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Tokenised Covered Bonds, 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 Tokenised Covered Bond presented for payment:

- (a) outside the Netherlands;
- (b) by, or by a third party on behalf of, a holder who is liable for such Taxes or duties in respect of such Tokenised Covered Bond by reason of having some connection with a Tax Jurisdiction other than the mere holding of such Tokenised Covered Bond;
- (c) more than thirty (30) days after the Relevant Date, except to the extent that the holder would have been entitled to such additional amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.4 (*Payment on Business Days*));
- (d) by or on behalf of a holder who would be able to avoid such withholding or deduction by presenting the relevant Tokenised Covered Bond or Receipt to another Paying Agent;
- (e) to a holder 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 certification concerning nationality, residence, or identity or satisfying any other information or reporting requirement to the extent reasonably requested by the Issuer or required by the relevant tax authority; or
- (f) with regard to Tokenised Covered Bonds of which the first Tranche is issued after 31 December 2020 only, by, or by a third party on behalf of, a Bondholder who is subject to such Taxes pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Payments by the CBC under the Guarantee will be made without withholding or deduction of any Taxes, unless such withholding or deduction is required by law. In such event, the CBC shall make the required withholding or deduction of such Taxes for the account of the holder of Tokenised Covered Bonds, as the case may be. Any amounts withheld or deducted by the CBC will be treated as paid for all purposes under the Guarantee and the CBC shall not pay any additional amounts to the holder of the Tokenised Covered Bonds in respect of any Taxes withheld or deducted.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

For the purpose of these Terms and Conditions:

**"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 Security Trustee or the Principal Paying Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Bondholders in accordance with Condition 12 (*Notices*); and

**"Tax Jurisdiction"** means the European part of the Kingdom of the Netherlands or any political subdivision or any authority thereof or therein having power to tax.

## 8.2 FATCA Withholding

Payments in respect of the Tokenised Covered Bonds may be subject to FATCA Withholding. Any such FATCA Withholding will be treated as paid for all purposes under the Tokenised Covered Bonds, and no additional amounts will be paid by the Issuer, the CBC, a Paying Agent, the Registrar or any other party on the Tokenised Covered Bonds with respect to any such FATCA Withholding.

## 9. PRESCRIPTION

The Tokenised Covered Bonds will become void unless presented for payment within a period of five (5) years after the Relevant Date therefore.

## 10. EVENTS OF DEFAULT AND ENFORCEMENT

### 10.1 Issuer Events of Default

Pursuant to the Trust Deed the Security Trustee at its discretion may, and in relation to the defaults set out in subparagraphs (i) and (v) below, or if so directed by a Programme Resolution of the Tokenised Covered Bonds shall, give an Issuer Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each an **"Issuer Event of Default"**) shall occur and be continuing:

- (a) a default is made by the Issuer for a period of seven (7) calendar days or more in the payment of any principal or redemption amount of the Tokenised Covered Bonds of any Series when due, or for a period of fourteen (14) calendar days or more in the payment of any interest of the Tokenised Covered Bonds of any Series when due; or
- (b) a default is made in the performance by the Issuer of any material obligation (other than any obligation for the payment of principal, redemption amount or interest in respect of the Tokenised Covered Bonds of any Series) under the provisions of the Tokenised Covered Bonds of any Series or the Trust Deed or any other Transaction Document to which the Issuer is a party which (unless certified by the Security Trustee, in its opinion, to be incapable of remedy) shall continue for more than thirty (30) calendar days after written notification requiring such default to be remedied and indicating that this provision may be invoked if it is not so remedied, shall have been given to the Issuer by the Security Trustee in accordance with the Trust Deed; or
- (c) an order is made or an effective resolution passed for the dissolution or winding up of the Issuer (except a dissolution or winding up for the purpose of a reconstruction, amalgamation,

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

merger or following the transfer of all or substantially all of the assets of the Issuer, the terms of which have previously been approved by an Extraordinary Resolution (as defined below) of the Bondholders or which has been effected in compliance with the terms of Condition 13 (*Meetings of Bondholders, Modification and Waiver*)); or

- (d) a liquidator, receiver or other similar officer is appointed in relation to the Issuer or in relation to the whole of its assets; or the Issuer initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or equivalent or analogous proceedings under any applicable law, or shall make a conveyance, assignment or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally; or
- (e) the Issuer is adjudged or found bankrupt (*failliet*) or equivalent or analogous judgments or measures under any applicable law, are imposed on the Issuer,

provided that in case an event described in paragraph (ii) above shall occur, the Security Trustee shall only deliver an Issuer Acceleration Notice if it shall have certified in writing to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Bondholders of any Series.

Upon delivery of an Issuer Acceleration Notice pursuant to this Condition 10.1 (*Issuer Events of Default*), the Security Trustee shall forthwith serve a Notice to Pay on the CBC pursuant to the Guarantee and the CBC shall be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Security Trustee may or shall take such proceedings against the Issuer in accordance with the first paragraph of Condition 10.3 (*Enforcement*).

The Trust Deed provides that the Excess Proceeds may be paid by the Security Trustee to the CBC and shall be held by the CBC in the CBC Account and shall be used by the CBC in the same manner as all other moneys from time to time standing to the credit of the CBC Account. Any Excess Proceeds received by the Security Trustee shall discharge the obligations of the Issuer in respect of the Tokenised Covered Bonds for an amount equal to such Excess Proceeds. The Security Trustee shall not be required to pay such amounts to the CBC. However, the receipt by the Security Trustee of any Excess Proceeds shall not reduce or discharge any of the obligations of the CBC under the Guarantee.

## 10.2 CBC Events of Default

The Security Trustee at its discretion may, and, if so directed by a Programme Resolution, shall give a CBC Acceleration Notice (subject in each case to being indemnified and/or secured to its satisfaction), if any of the following events (each a "**CBC Event of Default**") shall occur and be continuing:

- (a) a default is made by the CBC under the Guarantee for a period of seven (7) calendar days or more in the payment of any principal or redemption amount, or for a period of fourteen (14) calendar days or more in the payment of any interest when due; or
- (b) a default is made in the performance or observance by the CBC of any material obligation binding upon it (other than any obligation for the payment of Guaranteed Amounts in respect of the Tokenised Covered Bonds of any Series) under the Trust Deed, the Pledge Agreements or any other Transaction Document to which the CBC is a party which (unless certified by the

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

Security Trustee, in its opinion, to be incapable of remedy) shall continue for more than thirty (30) calendar days after written notification requiring such default to be remedied and indicating that this provision may be invoked if it is not so remedied shall have been given to the CBC by the Security Trustee in accordance with the Trust Deed; or

- (c) an order is made or an effective resolution passed for the dissolution or winding up of the CBC; or
- (d) the CBC ceases to carry on its business or substantially all its business; or
- (e) a liquidator, receiver or other similar officer is appointed in relation to the CBC or in relation to the whole or any major part of its assets or a conservatory attachment (*conservatoir beslag*) or an executory attachment (*executoriaal beslag*) or other process is levied or enforced upon or sued out against the whole or any major part of its assets or the CBC initiates or consents to judicial proceedings relating to its bankruptcy (*faillissement*) or suspension of payments (*surseance van betaling*), or equivalent or analogous proceedings under any applicable law, or makes a conveyance, assignment or equivalent or assignation for the benefit of, or shall enter into any composition (*akkoord*) with, its creditors generally; or
- (f) the CBC is adjudged or found bankrupt (*failliet*) or equivalent or analogous judgments or measures under any applicable law, are imposed on the CBC; or
- (g) the Guarantee is not, or is claimed by the CBC not to be, in full force and effect; or
- (h) the Amortisation Test as set out in the Asset Monitoring Agreement is not satisfied on any Calculation Date following the service of a Notice to Pay,

provided that in case an event described in paragraph (ii) above shall occur, the Security Trustee shall only deliver a CBC Acceleration Notice if it shall have certified in writing to the CBC that such event is, in its opinion, materially prejudicial to the interests of the Bondholders of any Series.

Following the occurrence of a CBC Event of Default which is continuing and service of a CBC Acceleration Notice, the Security shall become enforceable and the Security Trustee may or shall take proceedings or steps against the Issuer and the CBC in accordance with Condition 10.3 (*Enforcement*) and the Bondholders shall have a claim against the CBC, under the Guarantee, for the Early Redemption Amount together with accrued interest as provided in the Trust Deed in respect of each Tokenised Covered Bond.

For the purpose of these Terms and Conditions:

**"Calculation Date"** means the date falling two (2) Business Days before each CBC Payment Date. The "relevant" Calculation Date in respect of any Calculation Period will be the first Calculation Date falling after the end of that period and the "relevant" Calculation Date in respect of any CBC Payment Date will be the last Calculation Date prior to that CBC Payment Date.

**"Calculation Period"** means the period from the Fictional Programme Date to the last day of June 2020 and thereafter, each period from (and including) the first day of each month to the last day of that same month.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

"**CBC Payment Date**" means the 26th day of each month or, if such day is not a Business Day, the next following Business Day unless it would thereby fall into the next calendar month, in which event such CBC Payment Date shall be brought forward to the immediately preceding Business Day.

### 10.3 Enforcement

The Security Trustee may at any time after service of an Issuer Acceleration Notice (in the case of the Issuer) or a CBC Acceleration Notice (in the case of both the Issuer and the CBC), at its discretion and without further notice, take such proceedings in accordance with the relevant provisions under Dutch law against the Issuer and/or the CBC, as the case may be, to enforce the Security, but it shall not be bound to take any such enforcement proceedings in relation to the Trust Deed, the Tokenised Covered Bonds, the Security or any other Transaction Document unless (i) it shall have been so directed by a Programme Resolution and (ii) it shall have been indemnified and/or secured to its satisfaction.

### 10.4 No action by Bondholders

Subject to the provisions of the Trust Deed, only the Security Trustee may enforce the provisions of the Tokenised Covered Bonds and the Transaction Documents. Neither the Bondholders nor any other person shall be entitled to proceed directly against the Issuer or the CBC to enforce any provision of the Tokenised Covered Bonds and/or the Transaction Documents, unless the Security Trustee fails to take any steps to enforce the Security in accordance with the Trust Deed within a reasonable time and such failure is continuing. All limitations and restrictions imposed under or by virtue of the Trust Deed, the Tokenised Covered Bonds or any other Transaction Document on the Security Trustee in relation to the enforcement of rights and the availability of remedies, shall *mutatis mutandis* also fully apply to such Secured Creditors.

Neither the Bondholders nor the Security Trustee may institute against, or join any person in instituting any bankruptcy, winding-up, reorganisation, arrangement, statutory proceedings for the restructuring of its debts (*akkoordprocedure*), insolvency or liquidation proceeding against the CBC until the expiry of a period of at least one (1) year after the latest maturing Tokenised Covered Bond is paid in full. The only remedy of the Security Trustee against the CBC after a CBC Acceleration Notice has been given pursuant to this Condition 10 (*Events of Default and Enforcement*) is to enforce the Security.

### 10.5 Limited Recourse

The recourse of the Bondholders against the CBC pursuant to the Guarantee is limited. Bondholders will have a right of recourse (*verhaalsrecht*) only in respect of the Security and will not have any claim, by operation of law or otherwise, against, or recourse to any of the CBC's other assets.

No amounts under the Tokenised Covered Bonds and the Transaction Documents shall be due and payable by the CBC or, as the case may be, the Security Trustee, except (i) in accordance with the Trust Deed and (ii) unless and until all amounts thereby required to be paid in priority thereto have been paid or discharged in full.

In the event that the Security has been fully enforced and the proceeds of such enforcement and any other amounts received by the Security Trustee, after payment of all claims ranking in priority to any Tokenised Covered Bonds of any Series in accordance with the Trust Deed, are insufficient to pay in full all amounts outstanding in respect of the Covered Bonds, then the Bondholders shall have no further claim against the CBC or the Security Trustee in respect of such unpaid amount.

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

## 11. REGISTRAR, TOKENISATION AGENT, WALLET PROVIDER AND PRINCIPAL PAYING AGENT

The name and specified office of the initial Registrar, Tokenisation Agent, Wallet Provider and Principal Paying Agent is as follows:

*Registrar, Tokenisation Agent, Wallet Provider and Principal Paying Agent:*

**Coöperatieve Rabobank U.A.**

Croeselaan 18  
3521 CB Utrecht  
The Netherlands

Email: [claudia.terpstra@rabobank.com](mailto:claudia.terpstra@rabobank.com) and [sjors.hoppenbrouwers@rabobank.com](mailto:sjors.hoppenbrouwers@rabobank.com)

The Issuer or the CBC, as the case may be in relation to the Agency Agreement, reserves the right at any time to vary or terminate the appointment of the Registrar, the Tokenisation Agent, the Wallet Provider or the Principal Paying Agent and/or appoint a replacement Registrar, Tokenisation Agent, Wallet Provider or Principal Paying Agent and additional or other Registrar, Tokenisation Agent, Wallet Provider or the Principal Paying Agent or approve any change in the specified office through which the Registrar, the Tokenisation Agent, the Wallet Provider or the Principal Paying Agent acts, provided that (a) they will not change their specified office to an address within the United States, and (b) so long as any Tokenised Covered Bond is outstanding, there will at all times be (i) a Registrar, a Tokenisation Agent and a Principal Paying Agent having a specified office in a city in continental Europe, and (ii) a Wallet Provider. In addition, the Registrar, the Tokenisation Agent and the Wallet Provider shall always be the same entity. Any termination or appointment shall only take effect (other than in the case of insolvency, when it shall be of immediate effect or at such other earlier time as may be permitted by applicable law) after not less than sixty (60) calendar days’ prior notice thereof shall have been given to the Bondholders by the Issuer in accordance with Condition 12 (*Notices*), provided however that none of the Registrar, the Tokenisation Agent, the Wallet Provider or the Principal Paying Agent may resign its duties or be removed without a successor Registrar, Tokenisation Agent, Wallet Provider or Principal Paying Agent having been appointed.

## 12. NOTICES

- (a) *Notices to Bondholders:* All notices to be given by or on behalf of the Issuer or the Tokenisation Agent in connection with the Tokenised Covered Bonds may be given by transmission of such notice in electronic form to the Bondholders via the Registered Email Address of each Bondholder.
- (b) *Notices by Bondholders:* All notices to be given by Bondholders to the Issuer, the Principal Paying Agent or the Tokenisation Agent in connection with the Tokenised Covered Bonds may be given by transmission of such notice in electronic form to the Issuer, Principal Paying Agent or the Tokenisation Agent (as applicable) via the Registered Email Address of the Issuer, Principal Paying Agent or the Tokenisation Agent (as applicable).
- (c) *Timing of delivery:* Any such notice shall be deemed to have been given to the recipient thereof on the next Business Day after the day on which such notice is transmitted as aforesaid.

For the purpose of this Condition 12:

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

“**Registered Email Address**” means in respect of (i) a Bondholder, the email address of the Registrar on behalf of such Bondholder included in the Register and (ii) the Issuer, Principal Paying Agent and the Tokenisation Agent, the email address notified to Bondholders for the purposes of providing notice pursuant to Condition 12(b) (*Notice by Bondholders*) above.

### 13. MEETINGS OF BONDHOLDERS, MODIFICATION AND WAIVER

The Trust Deed contains provisions for convening meetings of the Bondholders of any Series to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Tokenised Covered Bonds of such Series or of any of the Transaction Documents (subject as provided below and in the Trust Deed). Such a meeting may be convened by the Issuer, the CBC or the Security Trustee and shall be convened by the Issuer if required in writing by Bondholders of a Series holding not less than fifteen (15) per cent. of the aggregate Principal Amount Outstanding of the Tokenised Covered Bonds of such Series for the time being remaining outstanding. The quorum at any such meeting in respect of any Series for passing an Extraordinary Resolution (other than a Programme Resolution to be taken by an Extraordinary Resolution) is: one or more persons holding or representing not less than fifty (50) per cent. of the aggregate Principal Amount Outstanding of the Tokenised Covered Bonds of such Series for the time being outstanding, or at any adjourned meeting one or more persons being or representing Bondholders of such Series whatever the Principal Amount Outstanding of the Tokenised Covered Bonds of such Series so held or represented. Any such meeting of Bondholders may, subject to applicable laws, be convened as a physical meeting, a virtual meeting or as a hybrid meeting, being a combination of a physical and a virtual meeting.

Any modification of the Tokenised Covered Bonds of a Series, which the Security Trustee deems to be materially prejudicial to the interest of Bondholders of other Series, may not become effective, unless the Bondholders of such other Series of Tokenised Covered Bonds have agreed thereto.

An Extraordinary Resolution passed at any meeting of the Bondholders of a Series shall, subject as provided below, be binding on all the Bondholders of such Series, whether or not they are present at the meeting. Pursuant to the Trust Deed, the Security Trustee may convene a single meeting of the Bondholders of more than one Series if in the opinion of the Security Trustee there is no conflict between the holders of such Tokenised Covered Bonds, in which event the provisions of this paragraph shall apply thereto *mutatis mutandis*.

Notwithstanding the preceding paragraphs of this Condition 13 (*Meetings of Bondholders, Modification and Waiver*), any resolution to direct the Security Trustee (i) to accelerate the Tokenised Covered Bonds pursuant to Condition 10 (*Events of Default and Enforcement*); (ii) to take any enforcement action, or (iii) to remove or replace the Security Trustee's Director shall only be capable of being passed by a Programme Resolution. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the CBC or the Security Trustee or by Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution (including by means of an Extraordinary Resolution) is one or more persons holding or representing not less than two-thirds of the aggregate Principal Amount Outstanding of the Tokenised Covered Bonds of all Series for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing Tokenised Covered Bonds whatever the Principal Amount Outstanding of the Tokenised Covered Bonds of any Series so held or represented. A Programme Resolution passed at any meeting of the Bondholders of all Series shall be binding on all Bondholders of all Series, whether or not they are present at the meeting.

*Limitation NN Group voting rights*

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

In a meeting convened by the Issuer, the CBC or the Security Trustee for Bondholders of one or more Series, with respect to Tokenised Covered Bonds held by any member of NN Group the following limitations apply:

- (a) such member of NN Group holding Tokenised Covered Bonds cannot exercise voting rights in respect of such Tokenised Covered Bonds;
- (b) Tokenised Covered Bonds held by any member of NN Group shall not be taken into account for the quorum of such meeting; and
- (c) Tokenised Covered Bonds held by any member of NN Group shall not be taken into account for the required majority of passing any resolution in such meeting;

except that no such limitations set forth in (a), (b) and (c) above apply, if:

- (i) all Tokenised Covered Bonds outstanding at such time are held by one or more members of NN Group; or
- (ii) it concerns a decision or resolution for one or more specific Series in which all Tokenised Covered Bonds are held by one or more members of NN Group.

The Security Trustee, the Issuer and the CBC may also agree, without the consent or sanction of the Bondholders of any Series, to:

- (a) any modification of the Tokenised Covered Bonds of one or more Series or any Transaction Document and/or designate further creditors as Secured Creditor, provided that (i) in the opinion of the Security Trustee such modification or designation is not materially prejudicial to the interests of any of the Bondholders of any Series or any of the other Secured Creditors (in which respect the Security Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor), (ii) it has not been informed in writing by any Secured Creditor (other than any Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid), and (iii) it has notified the Rating Agencies of such modification; or
- (b) any modification of the Tokenised Covered Bonds of any one or more Series or any Transaction Document which is of a formal, minor or technical nature or is made to correct a manifest error or an error established as such to the satisfaction of the Security Trustee or to comply with its EMIR obligations or to comply with mandatory provisions of law or in connection with a Benchmark Event in accordance with the procedures set forth in Condition 5.2(f) (*Replacement Reference Rate Determination for Discontinued Reference Rate*) or in connection with an €STR Index Cessation Event in accordance with the procedures set forth in Condition 5.2(e) (*Screen Rate Determination for Floating Rate Tokenised Covered Bonds referencing Compounded Daily €STR*); or
- (c) any modification to the Tokenised Covered Bonds of one or more Series and/or any Transaction Documents, required or necessary in connection with any change, after the relevant Issue Date, to any laws or regulation (including but not limited to the laws and regulations of the Netherlands and the European Union) applicable or relevant with respect to covered bonds (*gedekte obligaties*) to ensure that the Issuer, the CBC and/or Bondholders

**DISCLAIMER – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.**

enjoy the full benefits of such legislation, provided that in the sole opinion of the Security Trustee such modification is not materially prejudicial to the interest of any of the Bondholders or any of the other Secured Creditors; or

- (d) any modification to the Transaction Documents which are in the opinion of the Issuer and the Security Trustee necessary in order to transfer title (and if applicable obligations) in respect of Eligible Assets to the CBC and/or to create security in respect thereof in favour of the Security Trustee, provided that (i) in the opinion of the Security Trustee such modification is not materially prejudicial to the interests of any of the Bondholders of any Series or any of the other Secured Creditors (in which respect the Security Trustee may rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor), (ii) it has not been informed in writing by any Secured Creditor (other than any Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid) and (iii) the Security Trustee has received a Rating Agency Confirmation in respect of such modification; or
- (e) any modification to the Eligibility Criteria which is in the opinion of the Security Trustee, subject to Rating Agency Confirmation, not materially prejudicial to the interests of the existing Bondholders of any Series.

The Security Trustee may also agree, without the consent of the Bondholders of any Series or any other Secured Creditor, to the waiver or authorisation of any breach or proposed breach of any of the provisions of the Tokenised Covered Bonds of any Series or the Transaction Documents, or determine, without any such consent as aforesaid, that any Issuer Event of Default or CBC Event of Default shall not be treated as such, where, in any such case, it is not, in the opinion of the Security Trustee, materially prejudicial to the interests of any of the Secured Creditors (in which respect the Security Trustee may (without further enquiry) rely upon the consent in writing of any other Secured Creditor as to the absence of material prejudice to the interests of such Secured Creditor) provided that (i) the Security Trustee has not been informed by any Secured Creditor (other than any Bondholder(s)) that such Secured Creditor will be materially prejudiced thereby (other than a Secured Creditor who has given its written consent as aforesaid), and (ii) the Security Trustee has received a Rating Agency Confirmation in respect of such waiver, authorisation or determination.

Any such modification, waiver, authorisation or determination shall be binding on all Bondholders of all Series for the time being outstanding and the other Secured Creditors, and unless the Security Trustee otherwise agrees, any such modification, waiver, authorisation or determination will be notified by the Issuer to the Bondholders of all Series for the time being outstanding, the other Secured Creditors and the Rating Agencies in accordance with the relevant terms and conditions as soon as practicable thereafter (which may include uploading the amended Transaction Documents on the website of the Issuer).

In connection with the exercise by it of any of its powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation, determination or substitution), the Security Trustee shall have regard to the general interests of the Bondholders of each Series as a class (but shall not have regard to any interests arising from circumstances particular to individual Bondholders whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

particular territory or any political sub-division thereof and the Security Trustee shall not be entitled to require, nor shall any Bondholder be entitled to claim, from the Issuer, the CBC, the Security Trustee or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Bondholders, except to the extent already provided for in Condition 8 (Taxation) and/or in any undertaking or covenant given in addition to, or in substitution for, Condition 8 (*Taxation*) pursuant to the Trust Deed.

The Security Trustee shall, as regards all the powers, authorities, duties and discretions vested in it by the Tokenised Covered Bonds or the other Transaction Documents or, except where expressly provided otherwise, have regard to the interests of both the Bondholders and the other Secured Creditors, but if, in the Security Trustee's sole opinion, there is a conflict between their interests, it will have regard solely to the interests of each Secured Creditor, including, but not limited to, the Bondholders, in accordance with the relevant Priority of Payments.

The Issuer may, without the consent of the Bondholders of any Series or any other Secured Creditor consolidate with, merge or amalgamate into or transfer their respective assets substantially as an entirety to, any corporation organised under Dutch law, or any political subdivision thereof, provided that (i) a certificate of two authorised signatories of the Issuer and the CBC is delivered to the Security Trustee to the effect that immediately after giving effect to such transaction no Issuer Event of Default and no CBC Event of Default, respectively, will have happened and be continuing and (ii) unless the Issuer is the surviving entity, the Issuer shall procure that the surviving or transferee company assumes its obligations as Issuer under the Trust Deed, each other Transaction Document and all of the outstanding Tokenised Covered Bonds of all Series, in place of the Issuer and (iii) in the case of an assumption of the obligations of the Issuer by a successor or transferee company, the Guarantee of the CBC is fully effective on the same basis in relation to the obligations of such successor or transferee company and (iv) certain other conditions set out in the Trust Deed are met. Upon the assumption of the obligations of the Issuer by such surviving or transferee company, the predecessor Issuer shall (subject to the provisions of the Trust Deed) have no further liabilities under or in respect of the Trust Deed or the outstanding Tokenised Covered Bonds of each Series then outstanding and the other Transaction Documents. Any such assumption shall be subject to the relevant provisions of the Trust Deed. The Trust Deed provides that any such assumption shall be notified to the holders of all Series in accordance with the relevant terms and conditions of such Tokenised Covered Bonds and the other Secured Creditors.

#### *Forks in Polygon’s distributed ledger*

In the event of a fork in Polygon’s distributed ledger, the Registrar, in consultation with the Issuer, shall be entitled to elect which fork will thereafter constitute the Register and shall give notice to the Bondholders in accordance with Condition 12 (*Notices*) of such election as soon as reasonably practicable, and in any event within 21 calendar days, following the identification of the fork; *provided that* if, during the period of 15 calendar days from (and including) the date on which such notice is given to the Bondholders, Bondholders representing a majority of the Tokenised Covered Bonds for the time being outstanding give notice to the Issuer, in accordance with Condition 12 (*Notices*), objecting to such election, the Issuer shall, as soon as is reasonably practicable and at its own expense, appoint an independent adviser of recognised standing to determine which fork will constitute the Register. The independent adviser may make such determination based on any factors it considers appropriate, and such determination will be promptly notified by the Issuer to the Bondholders, the Registrar, the Tokenisation Agent and the Wallet Provider, upon which it shall (in the absence of

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

manifest error) be binding on the Issuer, the Registrar, the Tokenisation Agent, the Wallet Provider and the Bondholders.

Neither the Issuer nor any independent adviser will have any liability to the Registrar, the Tokenisation Agent, the Wallet Provider, the Bondholders or any other person for any determination made by it in good faith in accordance with this Condition.

For the purpose of these Terms and Conditions:

**"Extraordinary Resolution"** means a resolution adopted at a meeting duly convened and held in accordance with the provisions for meetings or a written resolution of Bondholders as set out in the Trust Deed, by not less than two-thirds of the votes cast.

a **"fork"** means a radical, irreversible and irreconcilable modification, or any other modification of Polygon's protocol (including to add new features to Polygon), which results in Polygon's distributed ledger splitting into two or more branches, regardless as to whether any such branch uses the previous version or a new version of the protocol, and a blockchain fork occurs where such branches share the same block height.

**"Programme Resolution"** means either:

- (a) a written resolution of the holders of not less than fifty (50) per cent. of the aggregate Principal Amount Outstanding of the Tokenised Covered Bonds of all Series then outstanding as if they were a single Series; or
- (b) an Extraordinary Resolution (with the Tokenised Covered Bonds of all Series taken together as a single Series).

#### 14. SECURITY TRUSTEE

The Trust Deed contains provisions for the indemnification of the Security Trustee and for the Security Trustee's relief from responsibility, including provisions relieving it from taking any action unless indemnified and/or secured to its satisfaction.

The Security Trustee will not be responsible for any loss, expense or liability, which may be suffered as a result of any Transferred Assets, or any deeds or documents of title thereto, being uninsured or inadequately insured or being held by clearing organisations or their operators or by intermediaries such as banks, brokers or other similar persons on behalf of the Security Trustee. The Security Trustee will not be responsible for (i) supervising the performance by the Issuer or any other party to the Transaction Documents of their respective obligations under the Transaction Documents and will be entitled to assume, until it has written notice to the contrary, that all such persons are properly performing their duties; (ii) considering the basis on which approvals or consents are granted by the Issuer or any other party to the Transaction Documents under the Transaction Documents; (iii) monitoring the Transferred Assets, including, without limitation, whether the Transferred Assets are in compliance with the Asset Cover Test or the Amortisation Test; or (iv) monitoring whether Mortgage Receivables (and any other Transferred Assets) satisfy the applicable Eligibility Criteria or such other criteria as may be agreed with the CBC and subject to Rating Agency Confirmation in relation to other Transferred Assets. The Security Trustee will not be liable to any Bondholder or other Secured Creditor for any failure to make or to cause to be made on their behalf the searches, investigations and enquiries which would normally be made by a prudent chargee in relation to the

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

security rights and have no responsibility in relation to the legality, validity, sufficiency and enforceability of the security rights it holds and the Transaction Documents.

## 15. SUBSTITUTION OF THE ISSUER

- (a) The Issuer may with the consent of the Bondholders which will be deemed to have been given in respect of each Series of Tokenised Covered Bonds on which no payment of principal of or interest on any of the Tokenised Covered Bonds is in default be replaced and substituted by any Substituted Debtor as principal debtor in respect of the Tokenised Covered Bonds provided that:
- (i) such documents shall be executed by the Substituted Debtor and the Issuer as may be necessary to give full effect to the substitution (for the purposes of this Condition 15 the "**Documents**") and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Bondholder to be bound by the Terms and Conditions of the Tokenised Covered Bonds and the provisions of the Transaction Documents as fully as if the Substituted Debtor had been named in the Tokenised Covered Bonds and the Transaction Documents as the principal debtor in respect of the Tokenised Covered Bonds in place of the Issuer and pursuant to which the Issuer shall guarantee, which guarantee shall be unconditional and irrevocable, (for the purposes of this Condition 15 the "**Substituted Debtors Guarantee**") in favour of each Bondholder the payment of all sums (including any additional amounts payable pursuant to Condition 8 (*Taxation*)) payable in respect of the Tokenised Covered Bonds;
  - (ii) where the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory other than the Netherlands, the Documents shall contain a covenant and/or such other provisions as may be necessary to ensure that each Bondholder has the benefit of a covenant in terms corresponding to the provisions of Condition 8 (*Taxation*) with the substitution for the references to the Netherlands of references to the territory in which the Substituted Debtor is incorporated, domiciled and/or resident for taxation purposes. The Documents shall also contain a covenant by the Substituted Debtor and the Issuer to indemnify and hold harmless each Bondholder against all liabilities, costs, charges and expenses, which may be incurred by or levied against such holder as a result of any substitution pursuant to this Condition 15 and which would not have been so incurred or levied had such substitution not been made (and, without limiting the foregoing, such liabilities, costs, charges and expenses shall include any and all taxes or duties which are imposed on any such Bondholder by any political sub-division or taxing authority of any country in which such Bondholder resides or is subject to any such tax or duty and which would not have been so imposed had such substitution not been made);
  - (iii) the Documents shall contain a warranty and representation by the Substituted Debtor and the Issuer (i) that each of the Substituted Debtor and the Issuer has obtained all necessary governmental and regulatory approvals and consents for such substitution and the performance of its obligations under the Documents, and that all such approvals and consents are in full force and effect and (ii) that the obligations assumed by each of the Substituted Debtor and the Issuer under the Documents are all valid

**DISCLAIMER – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.**

- and binding in accordance with their respective terms and enforceable by each Bondholder;
- (iv) each stock exchange which has Tokenised Covered Bonds listed thereon shall have confirmed that following the proposed substitution of the Substituted Debtor such Tokenised Covered Bonds would continue to be listed on such stock exchange;
  - (v) the Substituted Debtor shall have delivered to the Security Trustee or procured the delivery to the Security Trustee of a legal opinion from a leading law firm in the jurisdiction in which the Substituted Debtor is situated to the effect that the Documents and the Substituted Debtor's obligations under the Tokenised Covered Bonds will constitute legal, valid and binding obligations of the Substituted Debtor, such opinion to be dated not more than three (3) calendar days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Bondholders at the specified office of the Principal Paying Agent or may be provided by email upon such Bondholder producing evidence as to identity and proof of holding satisfactory to Registrar; and
  - (vi) the Issuer shall have delivered to the Security Trustee or procured the delivery to the Security Trustee of a legal opinion from a Dutch law firm to the effect that the Documents (including the Substituted Debtors Guarantee) will constitute legal, valid and binding obligations of the Substituted Debtor and the Issuer, as the case may be, such opinion to be dated not more than three (3) calendar days prior to the date of substitution of the Substituted Debtor for the Issuer and to be available for inspection by Bondholders at the specified office of the Principal Paying Agent or may be provided by email upon such Bondholder producing evidence as to identity and proof of holding satisfactory to Registrar.
- (b) In connection with any substitution effected pursuant to this Condition, neither the Issuer nor the Substituted Debtor need have any regard to the consequences of any such substitution for individual Bondholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and no Bondholder, except as provided in Condition 15(a)(ii), shall be entitled to claim from the Issuer or any Substituted Debtor under the Tokenised Covered Bonds any indemnification or payment in respect of any tax or other consequences arising from such substitution.
  - (c) Upon the execution of the Documents as referred to in paragraph (a) above, the Substituted Debtor shall be deemed to be named in the Tokenised Covered Bonds as the principal debtor in place of the Issuer and the Tokenised Covered Bonds shall thereupon be deemed to be amended to give effect to the substitution. The execution of the Documents shall operate to release the Issuer as issuer from all of its obligations as principal debtor in respect of the Tokenised Covered Bonds save that any claims under the Tokenised Covered Bonds prior to release shall ensure for the benefit of Bondholders.
  - (d) The Documents shall be deposited with and held by the Principal Paying Agent for so long as any Tokenised Covered Bonds remain outstanding and for so long as any claim made against the Substituted Debtor by any Bondholder in relation to the Tokenised Covered Bonds or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and the Issuer shall acknowledge in the Documents the right of every Bondholder to

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

the production of the Documents for the enforcement of any of the Tokenised Covered Bonds or the Documents.

- (e) Not later than fifteen (15) Business Days after the execution of the Documents, the Substituted Debtor shall give notice thereof to the Bondholders in accordance with Condition 12 (*Notices*).

## 16. FURTHER ISSUES

The Issuer shall be at liberty from time to time without the consent of the Bondholders to create and issue further bonds having terms and conditions the same as the Tokenised Covered Bonds of any Series or the same in all respects save for the amount and date of the first payment of interest thereon, issue date and/or purchase price and so that the same shall be consolidated and form a single Series with the outstanding Tokenised Covered Bonds of such Series.

## 17. FAILURE OF POLYGON’S DISTRIBUTED LEDGER; COPY OF REGISTER

- (a) In the event of a Distributed Ledger Failure, the entitlement to the Tokenised Covered Bonds recorded in the ledger will in such case be determined by the last available validated ledger (maintained by the Registrar, or one of its technology providers or by the public) of the Polygon blockchain and notwithstanding Condition 1.2 (*Title*), such ledger will be treated as determining the absolute owner(s) of the Tokenised Covered Bonds. For so long as any such Distributed Ledger Failure continues (as determined by the Registrar), Tokenised Covered Bonds shall not be capable of being transferred by any Bondholder, unless and until an Alternative Ledger (as defined below) is selected in accordance with Condition 17(b) or the replacement of the Register and representation of the Tokenised Covered Bonds in another form pursuant to Condition 17(c).
- (b) In the event of a Distributed Ledger Failure which has been continuing for 5 consecutive calendar days, the Registrar shall, as soon as reasonably practicable thereafter, consult with the Issuer to determine whether a viable alternative distributed ledger (an “**Alternative Ledger**”) is reasonably available for the purposes of recording holdings of and transactions in the Tokenised Covered Bonds and constituting the register in respect thereof. If the Registrar, in consultation with the Issuer, determines that a viable alternative distributed ledger is reasonably available, the Registrar will notify Bondholders in accordance with Condition 12 (*Notices*) of the proposed timing and procedure for the substitution of such Alternative Ledger in place of Polygon’s distributed ledger as the Register for holdings of, and transactions in respect of, Tokenised Covered Bonds, and shall thereafter use reasonable endeavours to arrange for holdings of Tokenised Covered Bonds, as soon as reasonably practicable and in any event not later than 30 calendar days following the occurrence of the Distributed Ledger Failure, to be recorded on such Alternative Ledger (the last recorded holdings on Polygon’s distributed ledger being adopted as the first recorded holdings on the Alternative Ledger, unless the context otherwise requires), and references in these Conditions and the Tokenisation Agency Agreement to the Register shall thereafter be construed as references to the applicable records on the Alternative Ledger.
- (c) If the Registrar, in consultation with the Issuer, determines that no Alternative Ledger is reasonably available pursuant to Condition 17(b), or that such an Alternative Ledger is available but the process of replacing Polygon’s distributed ledger with such Alternative Ledger will take more than 30 calendar days following the occurrence of the Distributed Ledger Failure, the Registrar, in consultation with the Issuer, shall, as soon as reasonably

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.'s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

practicable and in any event within 30 calendar days following such occurrence of the Distributed Ledger Failure, arrange for the Register to be replaced, and for the Tokenised Covered Bonds to be evidenced by, in such other electronic or physical form as will enable the Tokenised Covered Bonds to be held and transferred by Bondholders, and for payments in respect thereof to be made to Bondholders, and shall notify Bondholders of the same in accordance with Condition 12 (*Notices*).

- (d) In the event of the adoption of an Alternative Ledger pursuant to Condition 17(b) or the replacement of the Register and representation of the Tokenised Covered Bonds in another form pursuant to Condition 17(c), the Issuer and the Registrar may agree, without the consent of the Bondholders, to make such amendments to the Tokenisation Agency Agreement, the Wallet Provider Agreements (if any) and these Conditions as are necessary to ensure the effective operation of these Conditions and of transactions in the Tokenised Covered Bonds.
- (e) If, following the occurrence of a Distributed Ledger Failure which has been continuing for 5 consecutive calendar days, the Issuer fails to implement alternative arrangements pursuant to Condition 17(b) or Condition 17(c) above within 30 calendar days of the occurrence of such Distributed Ledger Failure, each Bondholder shall have the option, by giving not less than 20 Business Days' notice to the Issuer (which notice shall, unless the Issuer otherwise agrees, be irrevocable and shall specify bank or other account details to which the payment of the amounts due upon redemption of such Tokenised Covered Bonds may be made by the Issuer by the transfer of cash), to require the Issuer to redeem such Bondholder's Tokenised Covered Bonds at their principal amount, together with any accrued and unpaid thereon up to (but excluding) the date of redemption.

For the purposes of these Terms and Conditions:

**"Distributed Ledger Failure"** means any event or circumstance (including, without limitation, a failure in or disruption of Polygon's distributed ledger or a Registrar Private Key Vulnerability) that, in the opinion of the Registrar, makes it impossible or administratively unfeasible to effectively and/or accurately register, track and transfer entitlement to the Tokenised Covered Bonds on Polygon's distributed ledger;

**"Person"** means any individual, company, corporation, firm, unincorporated association or body, partnership, trust fund, joint venture or consortium, association, organisation, government state or agency of a state or other entity, whether or not having separate legal personality;

**"Polygon"** means the public Polygon blockchain protocol, an existing permissionless distributed ledger using distributed ledger technology (**DLT**);

**"Private Key"** means, with respect to any person, the private key created by the Wallet Provider for such person for the purposes of signing transactions with respect to, *inter alia*, the Tokenised Covered Bonds on Polygon's distributed ledger and pertaining to a specific Tokens Wallet;

**"Public Address"** means, in respect of a Bondholder, the public address identified by the Registrar in its books and records as corresponding to that Bondholder and derived from the associated Public Key;

**DISCLAIMER** – Please note that this document is part of a pilot to explore the operational and technical steps involved in issuing a tokenised representation of a conventional covered bond on a blockchain infrastructure. This tokenised representation is not a separate debt instrument and it will not stand alongside or replace the conventional covered bond as the token merely mirrors the conventional covered bond. It does not amend, supplement, or otherwise interact with the Nationale-Nederlanden Bank N.V.’s Covered Bond Programme, and does not introduce new rights, obligations or recourse.

**"Public Key"** means, with respect to any Person, the public key created by the Wallet Provider for such Person for the purposes of representing and/or identifying any transactions or actions made or taken by such persons in respect of, *inter alia*, the Tokenised Covered Bonds on Polygon’s distributed ledger;

**"Register"** means the record on Polygon’s distributed ledger constituting the register of holders of Tokenised Covered Bonds from time to time;

**"Registrar Private Key Vulnerability"** means a bug, exploit, vulnerability, hacking or other dysfunction in, or event or circumstance compromising the security of, the Private Key of the Registrar;

**"Tokens Wallet"** means, with respect to any Person, its account in which such Person’s holdings of Tokenised Covered Bonds from time to time will be recorded on Polygon’s distributed ledger; and

**"Wallet Provider Agreements"** means the wallet provider agreements between the Wallet Provider and each Bondholder.

## 18. GOVERNING LAW AND SUBMISSION TO JURISDICTION

The Tokenised Covered Bonds and the Transaction Documents (except for the Swap Agreements) are governed by, and shall be construed in accordance with, Dutch law.

Any disputes arising out of or in connection with the Tokenised Covered Bonds, including any disputes relating to any non-contractual obligations arising out of or in connection with the Tokenised Covered Bonds shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam, the Netherlands.