

Bank

## **Negotiable Commercial Paper**

(Negotiable European Commercial Paper - NEU CP)<sup>1</sup>
Trade name of the notes defined in article D.213-1 of the French monetary and financial code

## Not guaranteed programme

INFORMATION MEMORANDUM		
Name of the programme	ACHMEA BANK N.V., NEU CP (ID Programme 1794)	
Name of the issuer	ACHMEA BANK N.V.	
Type of programme	NEU CP	
Writing language	English	
Programme size	1 500 000 000 EUR	
Guarantor(s)	Not applicable	
Rating(s) of the programme	Rated by Fitch Ratings S&P Global Ratings Europe Limited	
Arranger(s)	Société Générale	
Introduction advisor	None	
Legal advisor	None	
Issuing and paying agent(s) (IPA)	SOCIETE GENERALE	
Dealer(s)	ACHMEA BANK N.V. COÖPERATIEVE RABOBANK U.A. ING BANK N.V. KBC Bank SOCIETE GENERALE	
Date of the information memorandum (dd/mm/yyyy)	24-05-2024	

Drawn up pursuant to articles L. 213-0-1 to L. 213-4-1 of the French monetary and financial code

A copy of the information memorandum is sent to:

#### **BANQUE DE FRANCE**

Direction générale de la stabilité financière et des opérations (DGSO)
Direction de la mise en œuvre de la politique monétaire (DMPM)
S2B-1134 Service des Titres de Créances Négociables (STCN)
39, rue Croix des Petits Champs
75049 PARIS CEDEX 01

Avertissement: cette documentation financière étant rédigée dans une langue usuelle en matière financière autre que le français, l'émetteur invite l'investisseur, le cas échéant, à recourir à une traduction en français de

cette documentation.

The Banque de France invites investors to read the general terms and conditions for the use of information related to negotiable debt securities:

https://www.banque-france.fr/fr/strategie-monetaire/marches/titres-creances-negociables

Information marked « Optional » may not be provided by the issuer because French regulations do not require it

1.1	Name of the programme	ACHMEA BANK N.V., NEU CP (Programme ID 1794)
1.2	Type of programme	NEU CP
1.3	Name of the issuer	ACHMEA BANK N.V.
1.4	Type of issuer	Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code
1.5	Purpose of the programme	General corporate purposes
1.6	Programme size (maximum outstanding amount)	1 500 000 000 EUR  one billion five hundred million EUR or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
1.7	Form of the notes	Notes of the programme are issued in bearer form and recorded in the books of authorized intermediaries (book entry system) in accordance with French laws and regulations
1.8	Yield basis	The remuneration is unrestricted.
		Benchmark indice(s) : The variable/adjustable rates are indexed to the usual rates of the money markets.
		Compensation rules(s) :
		The remuneration of the NEU CP is unrestricted. However, if the Issuer issues NEU CP with remuneration linked to an index, or an index clause, the Issuer shall only issue NEU CP with remuneration linked to usual money marked indexes, such as Euribor or €STR. The principal amount of the securities issued under this programme will be redeemed unconditionally at par. The Issuer may not issue NEU CP with potentially variable principal payments. In the case of an issue of NEU CP embedding an option of early redemption or repurchase, as mentioned in paragraph 1.10 below, the conditions of remuneration of such NEU CP will be set up when the said NEU CP will be initially issued and shall not be further modified, including when such ar embedded option of early redemption or repurchase will be exercised.
		The NEU CP rates may be negative depending on the fixed rates or changes in the usual money market indices used to calculate their remuneration Replacement Reference Rate.
		Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks for financial contracts (the BMR) contains certain requirements for institutions that provide, contribute to or use benchmarks (as defined in the BMR). Supervised

1. DESCRIPTION OF THE ISSUANCE PROGRAMME

entities in the European Union are obliged to comply with the relevant obligations under the BMR. The Issuer is a supervised entity within the meaning of the BMR and therefore falls under (certain) obligations under the BMR. Article 28 paragraph 2 of the BMR states, among other things, that when supervised entities in the European Union use benchmarks, they must produce and maintain a robust written plan, a so-called Fallback Plan, setting out the actions that they would take in the event that a benchmark materially changes or ceases to be provided. Where feasible and appropriate, such plans shall nominate one or several alternative benchmarks that could be referenced to substitute the benchmarks no longer provided, indicating why such benchmarks would be suitable alternatives. The Issuer has drawn up such a plan and policy in accordance with these requirements.

Actions to be taken by the Issuer in such event may include (but not exclusively) the appointment of a Rate Determination Agent as described below;

If the remuneration is linked to an index or index clause (for this paragraph such remuneration referred to as; the "Reference Rate") and the Issuer determines at any time that a Benchmark Event has occurred, the Issuer may, pursuant and subject to its fallback plan and to the extent no relevant regulatory obligations cover such Benchmark Event, as soon as reasonably practicable, appoint a Rate Determination Agent, which may determine in its sole discretion, acting in good faith and in a commercially reasonable manner, a substitute, alternative or successor index rate for purposes of determining the relevant Reference Rate thereafter that is substantially comparable to the Reference Rate or that has been recommended or selected by the monetary authority or similar authority (or working group thereof) in the jurisdiction of the applicable currency. The Rate Determination Agent may appoint and consult with an Independent Adviser if it deems such necessary.

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, then:

(A) the Rate Determination Agent may, following consultation with the Independent Adviser (if appointed), 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 any industry-accepted practices for such Replacement Reference Rate:

(B) references to the Reference Rate in this Information Memorandum applicable to the relevant NEU CP will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (A) above (including the Adjustment Spread); and

(C) the Rate Determination Agent will give notice of the foregoing as soon as reasonably practicable to the holders of NEU CP, the Issuer and the Paying Agent specifying the Replacement Reference Rate, as well as the details described in (A) above. The party responsible for calculating the Interest Rate pursuant the NEU CP 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 be final and binding on the Issuer, the Paying Agent and the NEU CP holders. If the Rate Determination Agent is unable to or otherwise does not determine a Replacement Reference Rate or any of the other matters referred to above, then the Reference Rate will remain unchanged.

As used in this Clause: "Adjustment Spread" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Rate Determination Agent, following consultation with the Independent Adviser (if appointed) and acting in good faith, determines is required to be applied to the Replacement Reference Rate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to the NEU CP holders 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; or (if no such recommendation has been made)

(b) the Rate Determination Agent determines, following consultation with the Independent Adviser (if appointed) and acting in good faith, is recognized 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 Rate Determination Agent determines that no such industry accepted standard is recognized or acknowledged) (c) the Rate Determination Agent, in its discretion, following consultation with the Independent Adviser (if appointed) and acting in good faith, determines to be appropriate.

#### "Benchmark Event" means:

- (a) the Reference Rate ceases to be an industry accepted rate for debt market instruments (as determined by the Issuer and the Paying Agent, following consultation with the Independent Adviser (if appointed) and acting in good faith) such as, or comparable to, the NEU CP; or
- (b) it has become unlawful or otherwise prohibited (including, without limitation, for the Paying Agent) pursuant to any law, regulation or instruction from a competent authority, to calculate any payments due to be made to any NEU CP holder using the Reference Rate or otherwise make use of the Reference Rate with respect to the NEU CP; or
- (c) the Reference Rate ceasing to be published for a period of at least five (5) Business Days or ceasing to exist; or
- (d) a public statement by the administrator of the Reference Rate that it will, by a specified date within the following six (6) months, cease to publish the Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed hat will continue the publication of the Reference Rate); or
- (e) a public statement by the administrator of the Reference Rate that the Reference Rate has been or will, by a specified date within the following six (6) months, be permanently or indefinitely discontinued; or
- (f) a public statement by the supervisor of the administrator of the Reference Rate that the Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six (6) months.

		"Independent Adviser" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise as reasonably determined by the Rate Determination Agent in its sole discretion.
		"Rate Determination Agent" means (i) a third party appointed by the Issuer, using commercially best efforts, or (ii) if it is not reasonably practicable to appoint such third party, the Issuer, to determine the Replacement Reference Rate in accordance with this Clause.
1.9	Currencies of issue	Euro or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
1.10	Maturity	The term (maturity date) of the NEU CP shall be determined in accordance with laws and regulations applicable in France, which state that, at the date hereof, the term of the NEU CP shall not be longer than one year (365 days or 366 days in a leap year), from the issue date.  The NEU CP may be redeemed before maturity in accordance with the laws and regulations applicable in France. The NEU CP issued under this programme may carry one or more embedded option(s) of repurchase before the term (hold by either the Issuer or the holder, or linked to one or several events not related to either the Issuer or the holder). An option of early redemption or repurchase of NEU CP, if any, shall be explicitly specified in the confirmation form of any related issuance of NEU CP.In any case, the overall maturity of any NEU CP embedded with one or several of such clauses, shall always - all options of early redemption or repurchase included – conform to laws and regulations in force in France at the time of the issue.
1.11	Minimum issuance amount	200 000 EUR or any other amount above the stated value (or equivalent amount in the relevant foreign currency)
1.12	Minimum denomination of the notes	By virtue of regulation (Article D 213-11 of the French monetary and financial code), the legal minimum face value of the commercial paper within the framework of this program is 200 000 euros or the equivalent in the currencies selected at the time of issuance
1.13	Status of the notes	Senior Unsecured
		Information about the status of the notes:  The NEU CPs will constitute direct, unsecured and unsubordinated obligations of the Issuer ranking at least pari passu with other present and future direct, unsecured and unsubordinated obligations of the Issuer, except those which may be mandatorily preferred by law.
1.14	Governing law that applies to the programme	Any NEU CP under the Programme will be governed by French law. All potential disputes related to the issuance of the NEU CP shall be governed and construed according to French Law
1.15	Listing of the notes/Admission to trading on a regulated market	Yes. Selling Restrictions apply.
1.16	Settlement system	Euroclear France

1.17	Rating(s) of the programme	Fitch Ratings: fitchratings.com/entity/achmea-bank-nv-mortgage-cove r-pool-registered-covered-bonds-88551258#securit ies-and-obligations
		S&P Global Ratings Europe L imited : disclosure.spglobal.com/ratings/en/regu latory/instrument-details/debtType/COMMPAPER/ent ityId/345824
		Ratings can be reviewed at any time by the rating agencies. Investors are invited to refer to the websites of the agencies concerned for the current rating
1.18	Guarantor	Not applicable
1.19	Issuing and Paying Agent(s) (IPA) - exhaustive list -	SOCIETE GENERALE
1.20	Arranger	Société Générale
1.21	Placement method	Direct placement
		Dealer(s) :
		COÖPERATIEVE RABOBANK U.A. ING BANK N.V. KBC Bank SOCIETE GENERALE
		The Issuer may subsequently elect to replace any dealer, insure the placement himself, or appoint other dealers; an updated list of such dealers shall be disclosed to investors upon request to the Issuer
1.22	Selling restrictions	General selling restrictions. No action has been taken or will be taken by the Issuer, each Dealer, any initial subscriber and any further holder of the NEU CP issued under this programme that would or is intended to permit a public offering of the NEU CP or the possession or distribution of the Financial Documentation or any other document relating to the NEU CP in any country or jurisdiction where action for that purpose is required. The Issuer, each Dealer, any initial subscriber of the NEU CP has undertaken and any further holder will be deemed to undertake on the date on which he purchases the NEU CP, to the extent possible, to the best of its knowledge, to comply with all applicable laws and regulations in force in any country or jurisdiction in which it purchases, offers or sells the NEU CP or possesses or distributes the Financial Documentation or any other document relating to the NEU CP and to obtain any consent, approval or permission required by it for the purchase, offer or sale of NEU CP under the laws and regulations in force in any jurisdiction to which it is subject or in which it will make such purchases offers or sales and neither the Issuer, nor any Dealer nor any initial subscriber nor any further holder shall have responsibility therefore. Each of the Issuer, the Dealers, any initial subscriber of the NEU CP has represented and agreed and any further holder will be deemed to represent and agree on the date on which he purchases the NEU CP that he will not offer or

sell directly or indirectly any NEU CP or distribute the Financial Documentation or any other document relating to the NEU CP in or from any country or jurisdiction except under circumstances that will result in the compliance with any applicable laws and regulations and which will not impose any obligations on the Issuer.

Prohibition of sales to EEA Retail Investors. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client as defined in point (11) of Article 4(1) of EU MiFID II; or (ii) a customer within the meaning of 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; and (b) the expression "offer" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

Belgium: Each of the Issuer, the Dealer, any initial subscriber has represented and agreed and any further holder of the NEU CP will be deemed to represent and agree, that it has not offered or sold, and will not offer or sell directly or indirectly any NEU CP to any retail investor. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as may be amended from time to time, the Insurance Mediation Directive), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; (c) not a qualified investor as defined in Directive 2003/71/EC (as may be amended, the Prospectus Directive), or (d) consumers within the meaning of the Belgian Code of Economic Law. Consequently no key information document required by Regulation (EU) No 1286/2014 (as may be amended from time to time, the PRIIPs Regulation) for offering or selling the NEU CP or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the NEU CP (other than fixed rate NEU CP) or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.France: Each of the Issuer, the Dealer, any initial subscriber has represented and agreed and any further holder of the NEU CP will be deemed to represent and agree, that it has not offered or sold, and will not offer or sell directly or indirectly any NEU CP to the public in France, and has not distributed and will not distribute or cause to be distributed to the public in France the Financial Documentation or any other offering material relating to the NEU CP and that such offers, sales and distributions have been and will only be made in France to (i) qualified investors (investisseurs qualifiés) acting for their own account in accordance with sub-paragraph 2 of article L 411- 2 and articles D 411-1 and D 411-2 of the French Code monétaire et financier and/or (ii) to providers of investment services relating to portfolio management for the account of third parties.

The Netherlands: Each Dealer under the Programme represents and agrees and each further Dealer appointed

under the Programme will be required to represent and agree that as follows: (a) that NEU CP offered, as part of their initial distribution or by way of reoffering, in The Netherlands shall have a denomination of at least Euro 100,000 (or the equivalent in another currency); or (b) that, regardless of their denomination, the NEU CP can only be acquired by investors as part of their initial distribution or by way of reoffering in the Netherlands, in units comprising several NEU CP (each a Unit) against a purchase price of at least Euro 50,000 (or the equivalent in other currency) per unit; or (c) that any NEU CP that do not fall under category (a) or (b) above, may not be offered, sold, transferred or delivered, directly or indirectly, as part of their initial distribution or at any time thereafter to individuals or legal entities in The Netherlands other than to qualified investors (gekwalificeerde beleggers) within the meaning of The Netherlands Financial Markets Supervision Act (Wet op het financieel toezicht, the "FMSA") provided they acquire the NEU CP for their own account and provided that all such NEU CP bear a legend to the following effect: "This NEU CP (or any interest therein) may not be sold, transferred or delivered to individuals or legal entities in the Netherlands other than qualified investors within the meaning of the Netherlands Financial markets Supervision Act (WET OP HET FINANCIEEL TOEZICHT, THE "FMSA") (as amended). Each Holder of this NEU CP (or any interest therein) will be deemed to have represented and agreed for the benefit of the issuer that (1) it is a qualified investor and is acquiring this Commercial Paper (or any interest therein) for its own account or for the account of a qualified investor that (2) NEU CP (or any interest therein) may not be offered, sold, pledged, or otherwise transferrred to anyone anywhere in the world other than a qualified investor acquiring for its own account or for the account of a a qualified account and that (3) it will provide notice of the transfer restrictions described herein to any subsequent transferee.

United Kingdom: Prohibition of sales to UK Retail Investors. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision: (a) the expression "retail investor" means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of the laws of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of the laws of the United Kingdom by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of the laws of the United Kingdom by virtue of the EUWA; and (b) the expression an offer includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.Other UK selling restrictions. The Issuer, each Dealer, any initial subscriber has represented and agreed and any further holder of the NEU CP will be required to

represent and agree, that: (a) (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business, and (ii) it has not offered or sold and will not offer or sell any NEU CP other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of NEU CP would otherwise constitute a contravention of section 19 of the FSMA by the Issuer; (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any NEU CP in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such NEU CP in, from or otherwise involving the United Kingdom.

United States: This NEU CP has not been and will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other laws or regulations of any state of the United States of America, and may not be offered or sold within the United States of America, or to, or for the account or benefit of, U.S. persons (as defined in accordance with Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act. The Issuer, each Dealer and any initial subscriber have represented and agreed. and any further holder of the NEU CP will be required to represent and agree, that they have not offered, sold or delivered, and will not offer, sell or deliver, whether directly or indirectly, any NEU CP within the United States of America or to, or for the account or benefit of, any U.S. person (a) as part of their distribution at any time, and (b) otherwise until the day immediately following 40 days after the later of (y) the day on which such NEU CP are first offered and (z) the issue date of such NEU CP (the "Distribution Compliance Period"). In addition, until the conclusion of the Distribution Compliance Period, an offer or sale of NEU CP within the United States by the Issuer, any Dealer, any initial subscriber or any further holder of the NEU CP, whether or not participating in the offering, may violate the registration requirements of the Securities Act. The Issuer, each Dealer and any initial subscriber have also agreed, and any further holder of the NEU CP will be required to agree, that they will send to each distributor, initial subscriber or person to which they sell the NEU CP during the Distribution Compliance Period a notice setting out the selling and offering restrictions of the NEU CP in the United States of America or to, or for the account or benefit of U.S. persons. The NEU CP will be offered and sold only outside the United States to persons other than U.S. persons (as defined in accordance with Regulation S under the Securities Act).

1.23 **Taxation** 

The Issuer is not bound to indemnify any holder of the NEU CP in case of taxes which are payable under French law (including any FATCA Withholding) or any other foreign law in respect of the principal of, or the interest on, the NEU CP, except for any stamp or registration taxes payable by the Issuer under French law. "FATCA Witholding" means any withholding or deduction required pursuant to an agreement

		described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "Code") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction the Netherlands facilitating the implementation thereof (or any law implementing such an intergovernmental agreement) whereby for the avoidance of doubt, any such amounts withheld or deducted will be treated as paid for all purposes under the Notes and no additional amounts will be paid on the Notes with respect to any such withholding or deduction.
1.24	Involvement of national authorities	Banque de France
1.25	Contact(s)	Achmea Bank N.V. Treasury Department  Address: Handelsweg 2, 3707 NH, Zeist, Netherlands  Tel: +31 (0)30 6927777  Fax: +31 (0)30 6937202  E-mail: treasury@achmea.nl
1.26	Additional information on the programme	Updates: The Issuer shall update in due time the Financial Documentation in accordance with the legal laws and regulations applicable.  Annual update: The Issuer shall update each year its Financial Documentation within 45 days following the shareholders' annual general meeting, or the equivalent body, voting on the accounts for the last financial year. Permanent update: The Issuer shall immediately update its Financial Documentation following any change to the NEU CP under this programme relating to: • the maximum amount of its outstanding NEU CP issues; • its rating; • the Issuing and Paying Agent; • any new circumstance which may have a significant effect on the NEU CP or on the outcome of the issue programme. Communication: The Issuer shall, in accordance with applicable laws and regulations, immediately and free of charge, provide its Financial Documentation, and its updates to the entities involved in the implementation of its programme such as: • Issuing and Paying Agent • Intermediaries for the purchase and sale of the NEU CP and any person who requests them.  The Issuer shall communicate immediately each update to the Banque de France.
1.27	Language of the information memorandum which prevails	English

# 2 DESCRIPTION OF THE ISSUER Article D. 213-9, 2° of the French monetary and financial code and Article 7 of the Order of 30 May 2016 and subsequent amendments 2.1 Legal name ACHMEA BANK N.V. 2.2 Legal form/status, governing law of Legal form/status :

	the issuer and competent courts	Public limited liability company under Dutch law (naamloze vennootschap)
		Governing law of the issuer:  Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code
		Competent courts : As per Dutch law (Wetboek van Burgerlijke Rechtsvordering)
2.3	Date of incorporation	16/06/1995
2.4	Registered office or equivalent (legal address) and main administrative office	Registered office : Spoorlaan 298 5017JZ TILBURG
2.5	Posicination number along of	NETHERLANDS
2.5	Registration number, place of registration and LEI	Registration number : 27154399  LEI : 724500AH42V5X8BCPE49
2.6	Issuer's mission summary	The purpose of Achmea Bank N.V. is to provide residential mortgages, savings accounts, retail investment services and other limited banking services.
2.7	Brief description of current activities	The purpose of Achmea Bank N.V. is to provide residential mortgages, savings accounts, investment services and limited banking services for Dutch clients and/or residents. Achmea Bank N.V. provides owner-occupied residential property mortgage loans to private customers under the labels Centraal Beheer (through the Syntrus Achmea Mortgages Investment Platform) and Woonfonds Hypotheken. Under the label Acier Financieringen, the Issuer manages an existing credit and mortgage portfolio, originated by Staalbankiers N.V. Mortgage lending is secured by a contingent claim on residential properties in the Netherlands. The mortgage portfolio increased in 2023 by EUR 2.0 billion to EUR 14.4 billion (+16%), mainly through mortgage origination of Centraal Beheer (EUR 2.0 billion)  The Issuer obtains a substantial part of its funding in the form of notes issued on the capital markets.  Savings products are offered to private customers under the label Centraal Beheer. In 2023 a growth of our savings portfolio of EUR 1.4 billion (+19%) was realised. As per May 15th, 2023, the Issuer distributes participations in the Achmea retail investment fund to private clients.  The products offered by the Issuer complement the wider offerings of Achmea Group; mortgage- and savings products are a complementary to the insurance products of the products of the insurance products are distributed as a products of the insurance products of the products of the insurance products of the products of the insurance products of the products of the products of the insurance products of the products of the insurance products of the products of the products of the insurance products of the product of the pro

products are a complementary to the insurance products offered by Achmea Group.

		Detailed information about the Issuer's banking business activities can be found on pages 4 to (and including) 24 of the 2023 Annual Report.
2.8	Capital	90 000 000,00 EUR
		Decomposition of the capital : As at the date of signature of this document, the share capital consists of 90 million ordinary shares each with a nominal value of EUR 1.
2.8.1	Amount of capital subscribed and fully paid	18 151 663,00 EUR
2.8.2	Amount of capital subscribed and not fully paid	71 848 337,00 EUR
2.9	List of main shareholders	References to the relevant pages of the annual report or reference document:
		page89 and additional pages 9, 70, 95, 96 & 102 of the 2023 Annual Report
		Shareholders :
		Achmea B.V. (100.00 %)
2.10	Regulated markets on which the shares or debt securities of the issuer	Regulated markets on which the debt securities are listed :
	are listed	Amsterdam (AEX), Dublin (ISE), Zürich (SIX)
		Longest-Last Maturity Date for debt securities listed on the Regulated Market:
		01/01/2036
2.11	Composition of governing bodies and supervisory bodies	References to the relevant pages of the annual report where the composition of governing bodies and supervisory bodies is provided :
·		Pages 9 and 16 of the 2023 Annual Report.
		Daphne Caroline DE KLUIS, Member Supervisory Board
		Markus Johannes Matheas GEUBBELS, CFRO Executive Board
		Huibrecht ARENDSE, Member Supervisory Board
		Miriam Regina HONÉE - VAN DONGEN, Member Supervisory Board
		Pieter Johannes HUURMAN, CEO Executive Board
		Johannes Hubertus Gerardus SNIJDERS, Member Supervisory Board

2.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	Accounting method for consolidated accounts :  IFRS
		Accounting method for annual accounts :
2.13	Accounting year	Starting on 01/01 ending on 31/12
2.13.1	Date of the last general annual meeting of shareholders (or equivalent thereof) which has ruled on the last financial year accounts	12/04/2024
2.14	Fiscal year	Starting on 01/01 ending on 31/12
2.15	Auditors of the issuer, who have audited the issuer's annual accounts	
2.15.1	Auditors	Holder(s):
		Ernst & Young Accountants, LLP Antonio Vivaldistraat 150 1083 HP Amsterdam
2.15.2	Auditors report on the accuracy of the accounting and financial information	Pages 110 a.f. of the 2023 Annual Report
2.16	Other equivalent programmes of the issuer	Unsecured EMTN Programme Covered Bond Programmes securitizations
2.17	Rating of the issuer	Fitch Ratings : fitchratings.com/entity/achmea-bank-nv-mortgage-cove r-pool-registered-covered-bonds-88551258
		S&P G lobal Ratings Europe Limited : standardandpoors. com/en_EU/web/guest/ratings/entity/-/org-details /sectorCode/FI/entityId/345824
2.18	Additional information on the issuer	https://www.achmeabank.nl/en/new

### 3. CERTIFICATION OF INFORMATION

Articles D. 213-5 et D. 213-9, 4°of the French monetary and financial code and subsequent amendments

	Certification of information	n of the issuer ACHMEA BANK N.V.
3.1	Person(s) responsible for the information memorandum concerning the programme of ACHMEA BANK N.V., NEU CP for the issuer	Mr Pieter Johannes HUURMAN, Chief Financial Officer, Achmea Bank N.V.  Mr Markus Johannes Matheas GEUBBELS, Member of the Executive Board, Chief Financial Officer, Achmea Bank N.V.
3.2	Declaration of the person(s) responsible for the information memorandum concerning the programme of ACHMEA BANK N.V., NEU CP for the issuer	To the best of my knowledge, the information provided by the issuer in the financial documentation, including the French summary (if relevant) is accurate, precise and does not contain any omissions likely to affect its scope or any false or misleading information
3.3	Date (DDMM/YYY), place of signature, signature  Den Hong, 24, 5-2024	De Huupran

4	INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL
4.1	The following information needs to be provided in the information memorandum. The text in square brackets is to be used in case of multi-jurisdictions programmes as defined in point 3.7.1.2. of the Convention.
	An application for a STEP label for this Programme will be made to the STEP Secretariat [in relation to the Notes eligible under the STEP Market Convention]. Information as to whether the STEP label has been granted for this Programme [in relation to such Notes] may be made available on the STEP market website (initially <a href="https://www.stepmarket.org">www.stepmarket.org</a> ). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability.
	Unless otherwise specified in this Information Memorandum, the expressions "STEP", "STEP Market Convention", "STEP label", "STEP Secretariat", and "STEP market website" shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 October 2023 and adopted by ACI FMA and The European Money Markets Institute (as amended from time to time).

APPENDICES
Further to articles D.213-9 of the French monetary and financial code and L.232-23 of the French commercial code, financial information mentioned in Article D213-9 of the French monetary and financial code should be made available to any person upon request

Appendice 1	Documents available to the shareholders annual general meeting or the equivalent <sup>2</sup>	Annual general meeting 2024 Annual report for the financial year ended 31/12/2023
		Annual general meeting 2023 Annual report for the financial year ended 31/12/2022
Appendice 2	Annual report Year 2024	https://www.achmeabank.nl/-/media/achmea- bank/documente n/investors/annual-reports/jaarrekening-achmea-bank-202 3.pdf
Appendice 3	Annual report Year 2023	https://www.achmeabank.nl/-/media/achmea- bank/documente n/investors/annual-reports/annual report achmea bank 20 22.pdf