



Negotiable Commercial Paper

(Negotiable European Commercial Paper - NEU CP)¹

Trade name of the notes defined in article D.213-1 of the French monetary and financial code

Not guaranteed programme

INFORMATION MEMORANDUM (IM)	
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	2 500 000 000 EUR two billion five hundred million 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)	19-5-2025

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

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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>

¹Trade name of the notes defined in article D.213-1 of the French monetary and financial code

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

1. DESCRIPTION OF THE ISSUANCE PROGRAMME

Articles D. 213-9, 1° and D 213-11 of the French monetary and financial code and Article 6 of the Order of 30 May 2016 and subsequent amendments

1.1	Name of the programme	ACHMEA BANK N.V., NEU CP (ID Programme 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)	2 500 000 000 EUR two billion five hundred million EUR
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	<p>The remuneration is unrestricted.</p> <p>Benchmark indice(s) :</p> <p>The variable/adjustable rates are indexed to the usual rates of the money markets.</p> <p>Compensation rules(s) :</p> <p>The remuneration is unrestricted.</p> <p>Benchmark indice(s) :</p> <p>The variable/adjustable rates are indexed to the usual rates of the money markets.</p> <p>The remuneration of the NEU CP is unrestricted, i.e. it may be at a fixed rate, at a variable or revisable rate, or structured. However, the Issuer undertakes to inform the Banque de France, when a NEU CP is issued, if the remuneration is linked to an index or varies pursuant to an indexation clause which does not relate to a standard interbank, money market or bond market rate. At their maturity date, the principal of the NEU CP must always equal par. 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. In this case, the amounts actually reimbursed to holders of NEU CP after offsetting the negative interest flows may be lower than par. The programme also allows for the issue of NEU CP whose remuneration may be based on an indexation formula that does not guarantee repayment of the principal at maturity. The Issuer's confirmation in respect of such an issue will explicitly state the redemption formula and the fraction of</p>

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capital guaranteed. In the case of an issue with an early redemption or repurchase option, the terms of remuneration of the NEU CP will be fixed at the time of the initial issue and may not be changed subsequently, in particular when the early redemption or repurchase option is 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 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

		<p>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</p> <p>(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 that 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</p> <p>the following six (6) months.</p> <p>"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.</p> <p>"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.</p>
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	<p>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</p> <p>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.</p>
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

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1.13	Status of the notes	<p>Senior Unsecured</p> <p>Information about the status of the notes :</p> <p>The NEU CP 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.</p>
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	<p>Yes. Selling Restrictions apply.</p> <p>The NEU CP issued under the Programme may be listed on Euronext Paris S.A. The listing of the NEU CP, if any, will be specified on the website of Euronext Paris S.A.</p>
1.16	Settlement system	Euroclear France
1.17	Rating(s) of the programme	<p>Fitch Ratings : fitchratings.com/entity/achmea-bank-nv-mortgage-covered-pool-registered-covered-bonds-88551258#securities-and-obligations</p> <p>S&P Global Ratings Europe Limited : disclosure.spglobal.com/ratings/en/regulatory/instrument-details/debtType/COMMPAPER/entityId/345824</p> <p>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</p>
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	<p>Direct placement</p> <p>Dealer(s) :</p> <p>COÖPERATIEVE RABOBANK U.A. ING BANK N.V. KBC Bank SOCIETE GENERALE</p> <p>The Issuer may subsequently select 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</p>
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

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		<p>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</p> <p>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</p> <p>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</p> <p>under circumstances that will result in the compliance with any applicable laws and regulations and which will not impose any obligations on the Issuer.</p> <p>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</p> <p>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</p> <p>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</p>
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		<p>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</p> <p>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</p> <p>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</p> <p>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.</p> <p>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</p> <p>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</p> <p>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</p> <p>Netherlands other than qualified investors within the meaning of the Netherlands Financial markets Supervision Act (WET OP HET FINANCIËEL 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</p> <p>that (2) NEU CP (or any interest therein) may not be offered, sold, pledged, or otherwise transferred 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</p>
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		<p>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</p>
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		<p>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</p> <p>"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</p> <p>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).</p>
1.23	Taxation	<p>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 Withholding" means any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue</p> <p>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</p> <p>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.</p>
1.24	Involvement of national authorities	Banque de France
1.25	Contact(s)	<p>Achmea Bank N.V. Treasury Department <input type="checkbox"/> Address : Handelsweg 2, 3707 NH, Zeist, Netherlands <input type="checkbox"/> Tel: +31 (0)30 6927777 <input type="checkbox"/> Fax: +31 (0)30 6937202 <input type="checkbox"/> E-mail: treasury@achmea.nl</p>
1.26	Additional information on the programme	<p>Updates: The Issuer shall update in due time the Financial Documentation in accordance with the legal laws and regulations applicable.</p> <p>Annual update: The Issuer shall update each year its Financial Documentation within 45 days following the</p>

		<p>shareholders' annual general meeting, or the equivalent body, voting on the accounts for the last financial year.</p> <p>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;</p> <p>• 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.</p> <p>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.</p>
1.27	Language of the information memorandum which prevails	English
1.28	Extra financial rating(s) of the programme	Not applicable

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 the issuer and competent courts	<p>Legal form/status :</p> <p>Public limited liability company under Dutch law (naamloze vennootschap)</p> <p>Governing law of the issuer :</p> <p>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</p> <p>Competent courts : As per Dutch law (Wetboek van Burgerlijke Rechtsvordering)</p>
2.3	Date of incorporation	16/06/1995
2.4	Registered office or equivalent (legal address) and main administrative office	<p>Registered office :</p> <p>Spoorlaan 298 5017JZ TILBURG NETHERLANDS</p>
2.5	Registration number, place of registration and LEI	<p>Registration number : 27154399</p> <p>LEI : 724500AH42V5X8BCPE49</p>
2.6	Issuer's mission summary	The purpose of Achmea Bank N.V. is to provide residential mortgages, savings accounts, private investment services and other limited banking services.
2.7	Brief description of current activities	<p>The purpose of Achmea Bank N.V. is to provide residential mortgages, savings accounts, investment services and limited banking services for Dutch customers and/or residents.</p> <p>Achmea Bank N.V. provides mortgages for private homes to private individuals under the labels Centraal Beheer (via the Syntrus Achmea Hypotheken Investment Platform). Under the Acier Financing label, the Issuer manages an existing loan and mortgage portfolio from Staalbankiers N.V.. Mortgage loans are covered by a conditional claim on homes in the Netherlands. The on- balance mortgage portfolio grew to EUR 17.4 billion (2023: EUR 14.4 billion).</p> <p>The Issuer obtains a significant portion of its financing in the form of bonds issued on the capital markets.</p> <p>Savings products are offered to private individuals under the Centraal Beheer label. The retail savings portfolio increased to EUR 10.1 billion (2023: EUR 8.6 billion).</p>

¹Trade name of the notes defined in article D.213-1 of the French monetary and financial code

		<p>On October 1 2024, Achmea Bank successfully acquired Syntrus Achmea Hypotheekdiensten B.V. and its two subsidiaries, Achmea Hypotheken B.V. and Attens Hypotheken B.V. This entity manages the operational activities for the mortgage portfolios, totalling about EUR 33 billion, including EUR 11 billion on balance for Achmea Bank. This acquisition enables Achmea Bank to service a growing mortgage portfolio.</p> <p>The products offered by the Issuer complement the broader range of Achmea Group; mortgage and savings products complement Achmea Group's insurance products.</p> <p>Detailed information about the Issuer's banking activities can be found on pages 6 to (inclusive) 25 of the 2024 Annual Report.</p>
2.8	Capital	<p>90 000 000,00 EUR</p> <p>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.</p>
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	<p>References to the relevant pages of the annual report or reference document :</p> <p>page 97 of the 2024 Annual Report</p> <p>Shareholders :</p> <p>Achmea B.V. (100.00 %)</p>
2.10	Regulated markets on which the shares or debt securities of the issuer are listed	<p>Regulated markets on which the debt securities are listed : Amsterdam (AEX), Dublin (ISE), Zürich (SIX)</p> <p>Longest-Last Maturity Date for debt securities listed on the Regulated Market : 01/01/2036</p>
2.11	Composition of governing bodies and supervisory bodies	<p>References to the relevant pages of the annual report where the composition of governing bodies and supervisory bodies is provided :</p> <p>Pages 8 and 15 of the 2024 Annual Report.</p> <p>Daphne Caroline DE KLUIS, Member Supervisory Board</p> <p>Sacco Job Arnoud Kuiper, CFO Executive Board</p> <p>Huibrecht ARENDSE, Member Supervisory Board</p>

¹Trade name of the notes defined in article D.213-1 of the French monetary and financial code

		<p>Pieter Johannes HUURMAN, CEO Executive Board</p> <p>Alexander Maria KLOOSTERMAN, Member Supervisory Board</p> <p>Johannes Hubertus Gerardus SNIJDERS, Member Supervisory Board</p> <p>Wendie Susanne CORNELISSEN, CRO Executive Board</p>
2.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	<p>Accounting method for consolidated accounts :</p> <p>IFRS</p> <p>Accounting method for annual accounts :</p> <p>IFRS</p>
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	07/04/2025
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	<p>Holder(s) :</p> <p>For the financial year ended 31/12/2023: Ernst & Young Accountants LLP Antonio Vivaldistraat 150 1083 HP Amsterdam</p> <p>For the financial year ended 31/12/2024: EY Accountants B.V. Antonio Vivaldistraat 150 1083 HP Amsterdam</p>
2.15.2	Auditors report on the accuracy of the accounting and financial information	Pages 114 a.f. of the 2024 Annual Report
2.16	Other equivalent programmes of the issuer	<p>Unsecured EMTN program</p> <p>Covered bond programs</p> <p>Securitizations</p>
2.17	Rating of the issuer	<p>Fitch Ratings : fitchratings.com/entity/achmea-bank-nv-mortgage-cover-pool-registered-covered-bonds-88551258</p> <p>S&P G lobal Ratings Europe Limited : standardandpoors. com/en_EU/web/guest/ratings/entity/-/org-details /sectorCode/FI/entityId/345824</p>

2.18	Additional information on the issuer	https://www.achmeabank.nl/en/news
2.19	Issuer's extra-financial rating(s)	Optional

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 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, Executive Board, Chief Executive Officer, Achmea Bank N.V. Mr Sacco Job Arnoud Kuiper, Executive Board, Chief Financial Officer, Achmea Bank N.V. Ms Wendie Susanne Cornelissen, Executive Board, Chief Risk 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 (DD/MM/YYYY), place of signature, signature	

4. INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL

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 www.stepmarket.org). 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 equivalent²	<u>Annual general meeting 2025</u> Annual report for the financial year ended 31/12/2024 <u>Annual general meeting 2024</u> Annual report for the financial year ended 31/12/2023
Appendice 2	Annual report Year 2025	Rapport annuel https://www.achmeabank.nl/-/media/achmeabank/documenten/investors/publicaties/2024/jaarverslag-2024-achmea-bank.pdf
Appendice 3	Annual report Year 2024	https://www.achmeabank.nl/-/media/achmea-bank/documenten/investors/annual-reports/jaarrekening-achmea-bank-2023.pdf

²Trade name of the notes defined in article D.213-1 of the French monetary and financial code