Offering Memorandum dated 24 January 2025

ACHMEA B.V.

(incorporated with limited liability in the Netherlands with its statutory seat in Zeist)

EUR 300,000,000 Perpetual Restricted Tier 1 Temporary Write-Down Securities
Issue Price: 100 per cent.

The EUR 300,000,000 Perpetual Restricted Tier 1 Temporary Write-Down Securities (the **Securities**) will be issued by Achmea B.V. (the **Issuer** or **Achmea**) on 28 January 2025 (the **Issue Date**) in denominations of EUR 200,000 and integral multiples of EUR 1,000 in excess thereof up to (and including) EUR 399,000. The Securities are unsecured and subordinated obligations of the Issuer. The terms and conditions of the Securities (the **Conditions**) are set out more fully in "*Terms and Conditions of the Securities – Status and Subordination of the Securities and Set-Off*".

The Securities are perpetual securities in respect of which there is no fixed maturity or redemption date. Holders of Securities have no right to require the Issuer to redeem or purchase the Securities at any time. The Issuer shall be entitled to redeem the Securities only in accordance with the provisions specified in "*Terms and Conditions of the Securities — Redemption, Exchange, Variation and Purchase*". The Issuer shall have the right, provided that the Redemption and Purchase Conditions are met, to redeem the Securities, in whole but not in part, at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date thereafter as further specified in "*Terms and Conditions of the Securities — Redemption, Exchange, Variation and Purchase*". In addition, the Issuer may (subject, that the Redemption and Purchase Conditions are met) redeem the Securities following a Ratings Methodology Event, a Regulatory Event, a Tax Deductibility Event or a Gross-Up Event or exercise by the Issuer of the Clean-up Call or the Make-whole Call, as set out in "*Terms and Conditions of the Securities — Redemption, Exchange, Variation and Purchase*".

Each Security will bear interest on its Prevailing Principal Amount (i) from (and including) the Issue Date to (but excluding) 28 July 2035 (the **First Reset Date**), at a fixed rate of 6.125% per annum payable semi-annually in arrear on 28 January and 28 July in each year, commencing on 28 July 2025 and (ii) from (and including) the First Reset Date, at a fixed rate of interest which will be reset on each Reset Date payable semi-annually in arrear on 28 January and 28 July in each year, commencing on 28 January 2036, as further specified in "*Terms and Conditions of the Securities — Interest*".

The Issuer may elect at any time to cancel (in whole or in part) any Interest Payment (as defined herein) otherwise scheduled to be paid on an Interest Payment Date and shall, save as otherwise permitted pursuant to the Conditions, cancel an Interest Payment upon the occurrence of a Mandatory Interest Cancellation Event (as defined herein) with respect to that Interest Payment. The cancellation of any Interest Payment shall not constitute a default or event of default for any purpose on the part of the Issuer. Any Interest Payment (or part thereof) which is cancelled in accordance with the Conditions shall not become due and payable in any circumstances.

Upon the occurrence of a Trigger Event (as defined herein), any interest which is accrued and unpaid up to (and including) the Write-Down Date (as defined herein) shall be automatically cancelled and the Issuer shall without the need for the consent of the Holders write-down the Securities by reducing the Prevailing Principal Amount (as defined herein) to a minimum of EUR 0.01 in certain circumstances. A Write-Down (as defined herein) of the Securities shall not constitute a default or an event of default in respect of the Securities or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Holders to petition for the insolvency or dissolution of the Issuer or to take any other action. Following any reduction of the Prevailing Principal Amount, the Issuer may, at its discretion, increase the Prevailing Principal Amount of the Securities on any date and in any amount that it determines in its discretion (either to the Initial Principal Amount or to any lower amount) provided that several conditions are met, as set out in "*Terms and Conditions of the Securities – Discretionary Reinstatement*".

The Conditions do not contain events of default.

Application has been made to the Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) for the approval of this offering memorandum (the **Offering Memorandum**) as Listing Particulars (**Listing Particulars**). Application has been made to Euronext Dublin for the Securities to be admitted to the Official List and trading on the Global Exchange Market which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU.

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or under any securities law of any state or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (**Regulation S**)) except pursuant to an exemption from or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable state securities laws.

The Securities are expected to be rated BB+ by S&P Global Ratings Europe Limited (**S&P**) and BBB by Fitch Ratings Ireland Limited (**Fitch**). As at the date of this Offering Memorandum, each of S&P and Fitch is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 of the European Parliament and of the Council dated 16 September 2009, on credit rating agencies, as amended by Regulation (EU) No. 513/2011 (the **CRA Regulation**). As such, each of S&P and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, revised or withdrawn by the rating agency at any time without notice.

Amounts payable under the Securities are calculated by reference to the mid-swap rate for euro swaps with a term of 5 years which appears on the Bloomberg page "EUSA5" as of 11:00 a.m. (Central European time) on such Reset Rate Interest Determination Date (as defined in the Conditions) which is provided by ICE Benchmark Administration Limited or by reference to EURIBOR, which is provided by the European Money Markets Institute. As at the date of this Offering Memorandum, each of ICE Benchmark Administration Limited and the European Money Markets Institute appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation (Regulation (EU) 2016/1011).

An investment in the Securities involves certain risks. Potential investors should review all the information contained or incorporated by reference in this document and, in particular, the information set out in the section entitled "*Risk Factors*" before making a decision to invest in the Securities.

Sole Global Coordinator

HSBC

Joint Bookrunners

ABN AMRO | **Barclays**
BBVA | **BNP PARIBAS**
Deutsche Bank | **HSBC**

IMPORTANT INFORMATION

*This Offering Memorandum has been prepared for the purpose of giving information with regard to the Issuer, the Issuer and its subsidiaries and affiliates taken as a whole (the **Group**) and the Securities which, according to the particular nature of the Issuer and the Securities, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer.*

The Issuer accepts responsibility for the information contained in this Offering Memorandum. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Offering Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

Certain information contained in this Offering Memorandum and/or documents incorporated herein by reference has been extracted from sources specified in the sections where such information appears. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the above sources, no facts have been omitted which would render the information reproduced inaccurate or misleading. The Issuer has also identified the source(s) of such information.

This Offering Memorandum is to be read in conjunction with any supplement, that may be published between the date of this Offering Memorandum and the date of listing of the Securities on the Official List and admission to trading of the Securities on the exchange regulated market of Euronext Dublin, and all documents which are incorporated herein by reference (see the section entitled "Documents Incorporated by Reference"). This Offering Memorandum shall be read and construed on the basis that such documents are incorporated in, and form part of, this Offering Memorandum.

*The Joint Bookrunners (as defined in the section entitled "Subscription and Sale", herein the **Joint Bookrunners**) have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Bookrunners as to the accuracy or completeness of any of the information contained or incorporated by reference in this Offering Memorandum or any other information provided by the Issuer in connection with the issue and sale of the Securities.*

In connection with the issue and sale of the Securities, no person is or has been authorised by the Issuer or the Joint Bookrunners to give any information or to make any representation not contained in or not consistent with this Offering Memorandum and if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Joint Bookrunners.

Neither the delivery of this Offering Memorandum nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that there has been no change in the affairs of the Issuer or those of the Group since the date hereof or the date upon which this Offering Memorandum has been most recently supplemented or that there has been no adverse change in the financial position of the Issuer or that of the Group since the date hereof or the date upon which this Offering Memorandum has been most recently supplemented or that any other information supplied in connection with the issue and sale of the Securities is correct as of any time subsequent to the date indicated in the document containing the same.

Neither this Offering Memorandum nor any other information supplied in connection with the issue and sale of the Securities (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or the Joint Bookrunners that any recipient of this Offering Memorandum or any other information supplied in connection with the issue and sale of the Securities should purchase any Securities. Neither this Offering Memorandum nor any other

information supplied in connection with the issue and sale of the Securities constitutes an offer or invitation by or on behalf of the Issuer or the Joint Bookrunners to any person to subscribe for or to purchase any Securities.

In making an investment decision regarding the Securities, prospective investors should rely on their own independent investigation and appraisal of (a) the Issuer, the Group, their business, their financial condition and affairs and (b) the terms of the offering, including the merits and risks involved. The content of this Offering Memorandum is not to be construed as legal, business or tax advice. Each prospective investor should consult its own advisers as to legal, tax, financial, credit and related aspects of an investment in the Securities and the suitability of investing in the Securities in light of its particular circumstances. The Joint Bookrunners do not undertake to review the financial condition or affairs of the Issuer or the Group after the date of this Offering Memorandum or to advise any investor or potential investor in the Securities of any information coming to the attention of the Joint Bookrunners. Potential investors should, in particular, read carefully the section entitled "Risk Factors" set out below and the documents incorporated by reference into this Offering Memorandum before making a decision to invest in the Securities.

The language of the Offering Memorandum is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

RESTRICTIONS ON MARKETING AND SALES

Prohibition on marketing and sales of Securities to retail investors

1. The Securities are complex financial instruments and are not a suitable or appropriate investment for all investors and it is prohibited to sell the Securities to retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Securities to retail investors. Potential investors in the Securities should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Securities (or any beneficial interests therein).

2. (a) In the United Kingdom (**UK**), the Financial Conduct Authority (**FCA**) Conduct of Business Sourcebook (**COBS**) requires, in summary, that the Securities should not be offered or sold to retail clients (as defined in COBS 3.4 and each a **retail client**) in the UK.

   Each of the Joint Bookrunners and their affiliates are required to comply with COBS (as if COBS 22.3 applies to the Securities).

   By purchasing, or making or accepting an offer to purchase, any Securities (or a beneficial interest in such Securities) from the Issuer and/or the Joint Bookrunners, each prospective investor represents, warrants, agrees with and undertake to the Issuer and each of the Joint Bookrunners that:

   (i) it is not a retail client in the UK; and

   (ii) it will not sell or offer the Securities (or any beneficial interest therein) to retail clients in the UK; or communicate (including the distribution of this Offering Memorandum) or approve any invitation or inducement to participate in, acquire or underwrite the Securities (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK.

(iii) In selling or offering the Securities or making or approving communications relating to the Securities, it may rely on the limited exemptions set out in COBS (as if COBS 22.3 applies to the Securities).

3. The obligations in paragraph 2 above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the European Economic Area (the **EEA**) or the UK) relating to the promotion, offering, distribution and/or sale of the Securities (or any beneficial interests therein), whether or not specifically mentioned in this Offering Memorandum, including (without limitation) any requirements under the Directive 2014/65/EU (as amended, **EU MiFID II**) or the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) as to determining the appropriateness and/or suitability of an investment in the Securities (or any beneficial interests therein) for investors in any relevant jurisdiction.

4. Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Securities (or any beneficial interests therein) from the Issuer and/or any Joint Bookrunner, the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client(s).

Prohibition of sales to EEA Retail Investors

The Securities 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 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 EU MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (1) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014, as amended (the **EU PRIIPs Regulation**) for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

Prohibition of sales to UK Retail Investors

The Securities 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 UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law 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 UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Securities or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

EU MIFID II product governance / target market: – Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is eligible counterparties and professional clients only, each as defined in EU MiFID II; and (ii) all channels for distribution of the Securities to eligible

counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a **distributor**) should take into consideration the manufacturers' target market assessment. However, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / target market: - Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the Securities has led to the conclusion that: (i) the target market for the Securities is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Securities to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Securities (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Securities (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

This Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Memorandum and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer and the Joint Bookrunners do not represent that this Offering Memorandum may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Joint Bookrunners which would permit a public offering of any Securities or distribution of this Offering Memorandum in any jurisdiction where action for that purpose is required. Accordingly, no Securities may be offered or sold, directly or indirectly, and none of this Offering Memorandum, any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Memorandum or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Memorandum and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Offering Memorandum and the offer or sale of Securities in the United States, Singapore, Hong Kong, the United Kingdom, France and Italy; see the section entitled "Subscription and Sale".

This Offering Memorandum is being provided for informational use solely in connection with the consideration of a purchase of the Securities to qualified purchasers in offshore transactions complying with Rule 903 or Rule 904 of Regulation S under the U.S. Securities Act. Its use for any other purpose is not authorised. This Offering Memorandum may not be copied or reproduced in whole or in part, nor may it be distributed or any of its contents be disclosed to anyone other than the prospective investors to whom it is being provided.

In this Offering Memorandum, unless otherwise specified or the context otherwise requires, references to **€**, **Euro**, **EUR** or **euro** are to the single currency of the participating member states of the European Economic and Monetary Union which was introduced on 1 January 1999.

THE SECURITIES ARE COMPLEX INSTRUMENTS THAT MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

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

(a) have sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Offering Memorandum or any applicable supplement;

(b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;

(c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including where the currency for principal or interest payments is different from the potential investor's currency;

(d) understand thoroughly the terms of the Securities and be familiar with the behaviour of financial markets and with the regulatory framework applicable to the Issuer;

(e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and

(f) consult its legal advisers in relation to possible legal or fiscal risks that may be associated with any investment in the Securities.

The Securities are complex financial instruments. Sophisticated institutional investors generally purchase complex financial instruments as part of a wider financial structure rather than as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in the Securities unless it has the expertise (either alone or with a financial adviser) to evaluate how the Securities will perform under changing conditions, the resulting effects on the value of the Securities and the impact this investment will have on the potential investor's overall investment portfolio.

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RISK FACTORS

Before investing in the Securities, prospective investors should carefully consider the risks and uncertainties described below, together with the other information contained or incorporated by reference in this Offering Memorandum. The occurrence of any of the events or circumstances described in these risk factors, individually or together with other circumstances, could have a material adverse effect on the Group, its business, revenues, prospects, results and financial condition, which could result in an inability of the Issuer to pay interest and/or principal and could negatively affect the price of the Securities. In that event, the value of the Securities could decline and an investor might lose part or all of his investment.

All of these risk factors and events are contingencies which may or may not occur. The Group may face a number of these risks described below simultaneously and one or more risks described below may be interdependent. The order in which risks are presented is not necessarily an indication of the likelihood of the risks actually materialising, of the potential significance of the risks or of the scope of any potential harm to the business, revenues, prospects, results and financial condition of the Group, which could result in an inability of the Issuer to pay interest and/or principal and could negatively affect the price of the Securities.

The risk factors are based on assumptions that could turn out to be incorrect. Furthermore, although the Group believes that the risks and uncertainties described below are the material risks and uncertainties concerning the Group's business and the Securities, they are not the only risks and uncertainties relating to the Group and the Securities. Other risks, events, facts or circumstances not presently known to the Group, or that the Group currently deems to be immaterial could, individually or cumulatively, prove to be important and could have a material adverse effect on the Group's business, revenues, prospects, results and financial condition. The value of the Securities could decline as a result of the occurrence of any such risks, events, facts or circumstances or as a result of the events, facts, or circumstances described in these risk factors, and investors could lose part or all of their investment.

Prospective investors should carefully read the detailed information set out elsewhere in this Offering Memorandum and incorporated by reference herein and form their own views prior to making an investment decision. Before making an investment decision with respect to any Securities, prospective investors should also consult their own stockbroker, bank manager, lawyer, accountant, auditor or other financial, legal and/or tax advisers and carefully review the risks associated with an investment in the Securities and consider such an investment decision in light of their personal circumstances.

Each prospective investor in the Securities must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Securities is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Securities.

Each prospective investor should consult its own advisers as to legal, tax and related aspects of an investment in the Securities. A prospective investor may not rely on the Issuer or the Joint Bookrunners or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Securities or as to the other matters referred to above.

Unless the context requires otherwise, capitalised terms which are defined in "Terms and Conditions of the Securities" have the same meaning when used herein.

RISK FACTORS RELATING TO THE ISSUER

General Economic and Market Conditions

Military conflicts

Potential further escalations of the war between Russia and Ukraine and the recent conflicts in the Middle East may contribute to increases in prices of various commodities, elevated levels of market volatility in financial markets globally, and an altered landscape in relation to international sanctions, which affects the Issuer's consumers and policyholders. Geopolitical risks emanating from existing and possible future military conflicts have the potential to diminish both growth expectations and actual growth for the global economy. Such geopolitical conflicts could also impact the supply of energy and other critical commodities, adding further pressure to any inflationary trends. A prolonged period of rising inflation may develop into slow or stagnant economic growth if combined with slowing economic expansion and elevated unemployment. The Issuer is closely monitoring the situation in Ukraine and the recent conflicts in the Middle East and the potential impact it may have on the Issuer's business. In line with its internal environmental, social, and governance (**ESG**) policy, the Issuer has excluded the governments and government owned enterprises of Russia and Belarus from its investments.

Epidemics, pandemics and emergence of new diseases

Epidemics or pandemics, outbreaks of infectious diseases or any other serious public health concerns such as the COVID-19 outbreak, which could cause imposition of quarantines and prolonged closures of workplaces, could have a significant impact on society and as such on the policyholders of the Issuer and its business operations. As an insurer, the Group could be impacted by recurring or more widespread outbreaks of COVID-19 or other epidemics, pandemics or emergence of new diseases which might lead, for example, to increased health care costs.

All the above factors could, individually or taken together, materially and adversely impact the business, results of operations and financial condition of the Group.

Catastrophes, including natural disasters, may result in substantial losses and could have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects.

The Issuer is subject to losses from unpredictable events that may affect multiple insured risks. Such events include both natural and man-made events, such as, but not limited to, windstorms, coastal inundation, floods, severe winter weather and other weather-related events, pandemics, large-scale fires, industrial explosions, earthquakes and other man-made disasters such as civil unrest and terrorist attacks.

Climate change has an impact on the Issuer in a variety of ways as it may cause an increase in the amount of physical damage to the built environment, but potentially also economic, social and health-related damage. This may result in repercussions for the Issuer's customers, business partners as well as for the Issuer itself as it leads to higher costs of claims and negative developments regarding the value of investment exposures on the balance sheet of the Issuer. The frequency and severity of catastrophes in general are inherently unpredictable and subject to long-term external influences, such as climate change, and a single catastrophe or multiple catastrophes in any period could have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects.

Governments of the countries in which the Issuer is operating are taking measures in line with the Paris accord. These measures could impact the operations of the Issuer or the policyholders of the Issuer in adverse ways. The Issuer continually monitors for the emergence of these disruptive measures or changes in consumer behaviour, which could impact the business of the Issuer.

Recently, a hardening of the reinsurance market has been observed, partly in response to the global increase in climate-related claims and higher inflation levels. This manifests itself in increased premium levels as well as altered terms and conditions. These developments have resulted in higher retention levels and negatively impacted the cost of Achmea's insurance products. Further development of this trend may cause increased volatility of financial results, downward pressure on solvency levels and might lead to a situation in which certain risks are not (re)insurable anymore.

Because the Issuer is an integrated financial services company conducting business on a worldwide basis, the revenues and earnings of the Issuer are affected by the volatility and strength of the economic, business and capital markets environments specific to the geographic regions in which the Issuer conducts business and changes in such factors may adversely affect the profitability of its insurance, banking, asset management business and services rendered.

Factors such as interest rates, exchange rates, inflation rates, consumer spending, business investment, government spending, the volatility and strength of the capital markets, and terrorism all impact the business and economic environment and, ultimately, the amount and profitability of business the Issuer conducts in a specific geographic region. Furthermore, it also impacts the solvency of the Issuer. For example, in an economic downturn characterised by higher unemployment, lower family income, lower corporate earnings, lower business investment and consumer spending, the demand for banking and insurance products would be adversely affected and the Issuer's reserves and provisions would likely increase, resulting in lower earnings and lower solvency. Similarly, a downturn in the equity markets could cause a reduction in commission income the Issuer earns from managing portfolios for third parties, as well as income generated from its own proprietary portfolios, each of which is generally tied to the performance and value of such portfolios. Concerns about global economic conditions or geopolitical events, such as the aforementioned military conflict between Russia and Ukraine, the recent conflicts in the Middle East and sanctions imposed by governments in response, may continue to cause elevated levels of market volatility and inflation rates. The Issuer also offers a number of insurance and financial products that expose the Issuer to risks associated with fluctuations in interest rates, securities prices or the value of real estate assets. In addition, a mismatch of interest-earning assets and interest-bearing liabilities in any given period may, in the event of changes in interest rates, have a material effect on the financial condition or result from operations of the businesses of the Issuer.

The peripheral European financial system continues to be weak and could deteriorate further and there remains a risk that financial difficulties may result in certain European countries exiting the Eurozone.

Persistently higher inflation and growing political instability in Turkey is impacting the Issuer's activities there. This creates uncertainty with regards to for example pricing, premium volumes, claims and operational expenses and therefore profitability. It is currently uncertain how long Turkey will remain in a situation of hyperinflation and growing political instability and what the ultimate impact on the Issuer's activities will be.

The sudden increase in the interest rate environment and high inflation rates globally in the last year have negatively impacted the Group in various ways and will continue to do so if they persist

In general, an increase in interest rates is beneficial for insurers and also results in higher interest margins for Achmea Bank N.V. (**Achmea Bank**). However, in a period of sharply increasing interest rates (and inverse discount rates) and high inflation, the Issuer could be negatively impacted in the short term. Possible risks from higher and lower interest rate levels are further described below.

In 2023, difficulties in the supply chain were recognised due to the COVID-19 aftermath and geopolitical tensions. These developments resulted in further increases in energy prices and increased inflation. Central banks across the world reacted with sharp and sudden increases of policy interest rates in 2022. These sharp increases resulted in an unprecedented increase in interest rates. This has negatively impacted the Group in various ways. Even though the interest rates have been declining over

the past year, the course of inflation rates is uncertain and depends on the development of worldwide economic growth, the state of the financial markets, the result of the monetary actions of the Central Banks and the continuing (secondary) effects of the war between Ukraine and Russia and the recent conflict in the Middle East.

As long-term uncertainty exists, financial markets expect negative economic effects. This has resulted in a so-called "inverse discount curve". This implies that longer durations have a lower discount rate than shorter durations. The continuation of this effect depends on the expectations of the financial markets around economic indicators like growth, employment and government spending, together with the forward guidance and the actual monetary policy of Central Banks.

Rising interest rates may reduce the value of the Group's fixed income portfolio and the value of mortgage loans. Rising interest rates could also impact the profitability of the Group and its total equity. Furthermore, the Solvency II technical provisions may decrease, but due to the obligatory use of the ultimate forward rate (the **UFR**), the change in the Solvency II technical provisions may not offset the decrease in the value of fixed-income investments. Furthermore, rising interest rates could cause third parties to require the Group to post collateral in relation to its interest rate hedging arrangements (central clearing). In periods of rising interest rates, policy lapses and withdrawals may increase as policyholders may believe they can obtain a higher rate of return in the market place. See also "*Incorrect assumptions used in pricing products, establishing provisions and reporting business results could have a material adverse effect on the Group's business, revenues, results and financial condition*". In order to satisfy the resulting obligations to make cash payments to policyholders, the Group may be forced to sell assets at reduced prices and thus realise investment losses.

Projection of the solvency figures in the annual Own Risk and Solvency Assessment (the **ORSA**) and capital planning show that low interest rates have a negative impact on the future capital generation of the Group. This may limit the ability of the Group to offer financial and insurance products at affordable prices. As a consequence, new business levels could be lower and, due to the limited ability to pass on directly the costs associated with high inflation rates in all products, profitability could be reduced. Also, if interest rates and inflation are volatile the present value impact of changes in assumptions affecting future benefits and expenses will also be volatile, creating more volatility in the Group's results of operations and available regulatory capital.

Under Solvency II life liabilities are discounted with a curve including the UFR. In current market conditions, the application of the UFR results in an increase of interest rates used for the Solvency II valuation of the technical provisions for maturities of 20 years or longer. Application of the UFR makes the valuation of the longer cashflows of the technical provisions less sensitive to interest movements. The level of the UFR is proposed by the European Insurance and Occupational Pensions Authority (**EIOPA**) based on an agreed methodology involving expectations of the inflation and real rates, which are at a historically low level. The UFR is subsequently endorsed by the European Commission. A lower level of UFR used in the calculation of the Solvency II regime would result in higher valuation of the insurance liabilities and lower own funds, which may in turn materially and adversely affect the Group's business, revenue, results and financial condition. At 1 January 2025 the UFR is 3.30%. At the date of this Offering Memorandum, it is uncertain what the UFR will be starting from 1 January 2026.

In addition, the Group monitors its interest rate risk on a monthly basis. The Group's interest rate policy is primarily aimed at reducing the sensitivity of the Solvency II ratio, but the interest rate position might also be assessed from the viewpoint of a moderate UFR or no recognition of the UFR. In a low interest rate environment this may lead to increased sensitivities of the Solvency II ratio which may result in a decrease of the Group's Solvency II ratio.

In the case of unit-linked policies, an increase in withdrawals would result in a decrease in the Group's assets under management (**AuM**), which would result in reduced fee income as the Group's fee income

is typically linked to the value of the AuM. This would in turn reduce profitability and could adversely affect the Group's ability to implement its business plan or distribute capital.

As the course of future interest rates is uncertain, a new period of sustained low interest rates could emerge. This will again result in financial and insurance products with long-term options and guarantees (such as pension, whole-life, funeral and disability products) being more costly.

The occurrence of any of the risks set out above could have a material adverse effect on the Group's business, revenues, results and financial condition.

The hedging programmes of the Issuer and/or any of its subsidiaries may prove inadequate or ineffective for the risks they address, which could have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects

The Issuer and its subsidiaries employ hedging programmes with the objective of mitigating risks inherent in its business and operations. These risks include current or future changes in the fair value of the assets and liabilities of the Issuer and/or any of its subsidiaries, current or future changes in cash flows, the effect of interest rates, equity markets and credit spread changes, the occurrence of credit defaults, and currency exchange fluctuations. As part of its risk management strategy, the Issuer and its subsidiaries employ hedging programmes to control these risks by entering into derivative financial instruments, such as swaps, options, futures and forward contracts.

Developing an effective strategy for dealing with the risks described above is complex, and no strategy can completely protect the Issuer and its subsidiaries from such risks. Each of the hedging programmes of the Issuer and its subsidiaries is based on financial market and customer behaviour models using, amongst others, statistics, observed historical market and customer behaviour, underlying fund performance, insurance policy terms and conditions, and the own judgment, expertise and experience of the Issuer and/or its subsidiaries. These models are complex and may not identify all exposures, may not accurately estimate the magnitude of identified exposures, or may not accurately determine the effectiveness of the hedge instruments, or fail to update hedge positions quickly enough to effectively respond to market movements. Furthermore, the effectiveness of these models depends on information regarding markets, customers, fund values, the insurance portfolio of the Issuer and/or its subsidiaries and other matters, each of which may not always be accurate, complete, up-to-date or properly evaluated. Hedging programmes also involve transaction and other costs, and if the Issuer and/or its subsidiaries terminate a hedging arrangement, it may be required to pay additional costs, such as transaction fees or breakage costs. The Issuer and/or its subsidiaries may incur losses on transactions after taking into account hedging strategies. Although the Issuer and its subsidiaries have developed policies and procedures to identify, monitor and manage risks associated with these hedging programmes, the hedging programmes may not be effective in mitigating the risk that they are intended to hedge, particularly during periods of financial market volatility.

Furthermore, the derivative counterparty in a hedging transaction may default on its obligations. Although it is the policy of the Issuer and its subsidiaries to fully collateralise derivative contracts, and differences in market value of the collateral are settled between the relevant parties on a daily basis, it is still exposed to counterparty risk. For instance, the Issuer and its subsidiaries are dependent on third parties for the daily calculation of the market values of the derivative collateral. If these third parties (mostly large institutions) miscalculate the collateral required and the counterparty fails to fulfil its obligations under the derivative contract, it could result in unexpected losses, which could have a material adverse effect on the business, revenues, results of operations and financial condition of the Issuer. The inability to manage risks of the Issuer and/or its subsidiaries successfully through derivatives (including a single counterparty's default and the systemic risk that a default is transmitted from counterparty to counterparty) could have a material adverse effect on the Issuer's business, revenues, results of operations, financial condition and prospects.

Default Risk and Concentration Risk related to mortgage loans and related products

The Group's business, revenues, results and financial condition are exposed to changes in legislation applicable to the housing market in the Netherlands and the Group's residential retail and commercial mortgage portfolio is exposed to the risk of default by borrowers, to declines in real estate prices and to new sustainability legislation all of which may have a negative effect on the Group's mortgage portfolio

Various restrictions have been introduced in the Netherlands with respect to mortgage lending and the tax treatment of the mortgage loans. For the banking activities these restrictions may reduce the size of and income earned from the Group's total mortgage portfolio significantly.

The Dutch tax system allows borrowers to deduct, subject to certain limitations, mortgage interest payments for owner-occupied residences from their taxable income. Interest deductibility in respect of mortgage loans originated after 1 January 2013 is restricted and is only available in respect of mortgage loans which amortise over 30 years or less and are repaid on at least an annuity basis. Furthermore, the tax rate against which mortgage interest may be deducted has been gradually reduced as of 1 January 2014 to a level of 36.97% for each tax payer in 2024. As of 1 January 2025, the maximum tax rate was slightly increased to 37.48%.

Abovementioned tax reduction changes and any other or further changes in the tax treatment could ultimately have an adverse impact on the ability of borrowers to pay interest and principal on their mortgage loans. In addition, changes in tax treatment may lead to different prepayment behaviour by borrowers on their (savings) mortgage loans resulting in higher or lower prepayment rates of such mortgage loans. This behaviour might also have an impact on the savings-linked products originated by the Group which are linked to savings mortgages. Finally, changes in tax treatment may have an adverse effect on the value of the mortgaged assets, which may lead to a loss for a borrower once the mortgaged asset is sold, which may lead to a loss on the mortgage loans.

The increasing restrictions applicable to the mortgage lending and the tax treatment of the mortgage loans may, among other things, have a material adverse effect on new origination, house prices and the rate of economic growth and may result in an increase of defaults or higher prepayment rates, as both will result in less earnings comprised mortgage loans. Also, borrower non-payments when due, payment disruptions or borrower defaults, e.g. in case of annuity mortgage loans, due to gradually increasing principal payments, or as a result of increasing interest rates (at future reset dates), may have a material adverse effect on the rate of economic recovery of the mortgage loans which would have a negative effect on the Group's large mortgage portfolio.

The Group is also exposed to the risk of default by borrowers under the mortgage loans. Borrowers may default on their obligations due to bankruptcy, lack of liquidity, downturns in the economy generally or declines in real estate prices, operational failure, fraud or other reasons. The value of the mortgaged asset in respect of these mortgage loans is exposed to decreases in real estate prices, arising for instance from downturns in the economy generally, oversupply of properties in the market, and changes in tax regulations related to housing (such as the decrease in the deductibility of interest on mortgage payments described above). Furthermore, the value of the mortgaged asset in respect of these mortgage loans is exposed to destruction and damage resulting from floods and other natural and man-made disasters. Damage or destruction of the mortgaged asset also increases the risk of default by the borrower. For the Group, all of these exposures are concentrated in the Netherlands because the mortgage loans have been advanced, and are secured by commercial and residential property, in the Netherlands. Around 90% of Achmea’s mortgage portfolio is either backed by the National Mortgage Guarantee (NHG) or has a Loan to Value (LTV) of <60% and can be considered safe from a default perspective. Dutch mortgages backed by the NHG offer a high level of security for investors due to their structured safeguards and low historical default rates. The NHG provides a government-supported guarantee that covers lenders against losses in the event of borrower default, reducing financial risk. Additionally, NHG mortgages

are subject to strict underwriting criteria, including limits on loan amounts and borrower income assessments, ensuring responsible lending.

In addition, the Issuer's investment portfolio includes residential retail and commercial mortgages secured by properties, which properties may be subject to new or stricter sustainability legislation in the EU. Currently, new sustainability legislation is being introduced or will be introduced in order to achieve the objectives of the Paris accord and the objectives as set out in the EU Green Deal (COM/2019/640 Final). Such regulations could require property owners to make significant capital expenditures to upgrade, retrofit or renovate their properties to comply with energy efficiency or sustainability criteria, such as installing insulation, renewable energy sources, smart meters, low-carbon heating systems or other measures. Property owners may also face higher operating costs, taxes, fees or penalties if they fail to meet the regulatory requirements or targets. These costs could reduce the profitability or cash flow of the property owners and affect their ability to service their mortgage obligations to the Issuer. Alternatively, property owners may seek to pass on some or all of these costs to their tenants, which could reduce the attractiveness or affordability of the properties and increase the risk of vacancy, default or turnover.

Furthermore, the value of the properties securing the Group's mortgages could be negatively affected by the regulatory environment or the market perception of their energy efficiency or sustainability performance. Properties that do not meet the regulatory or market standards or expectations could suffer from lower demand, lower rental income, lower resale value, lower valuation or lower credit rating. This could impair the Group's collateral position and increase the risk of loss in the event of foreclosure or sale of the properties.

The Group may also face difficulties in obtaining reliable and comparable data on the energy efficiency or sustainability performance of the properties in its portfolio or the properties it may acquire in the future. The Group may also incur additional costs or liabilities in relation to the disclosure, reporting, verification or auditing of such data or the compliance with the sustainability legislation. Any of these factors could adversely affect the Group's business, financial condition, results of operations or prospects and its ability to meet its obligations under the Securities. For the purposes of available (regulatory) capital of the insurance business, mortgage loans are valued at fair market value and are therefore exposed to interest rate, prepayment and credit default risk. For instance, the model valuation of mortgage loans includes spreads observed in the markets for newly issued mortgage loans. If these spreads increase, the modelled value of the mortgage loans will decrease, which may result in unrealised losses under the International Financial Reporting Standards (the **IFRS**) as adopted by the EU and will cause decreases in the Group's available (regulatory) capital. Furthermore, if economic conditions in the Netherlands deteriorate (including due to increases in unemployment and property price declines) this could have an impact on the default rate which would decrease the fair value of the Group's mortgage loan portfolio. An increase of defaults, or the likelihood of defaults under, the Group's mortgage loans, or a decline in property prices in the Netherlands, has had, and could have, an adverse effect on Group's business, revenues, results and, or financial condition.

Because the Group is exposed to counterparty default risk in relation to its savings-linked product portfolio, changes in relation to these counterparties or changes in the valuation method applicable to this portfolio under Solvency II may have an adverse effect on the Group's solvency position.

The Group's savings-linked product portfolio includes both contracts linked to mortgages originated by the Group, as well as contracts linked to mortgages originated by third parties. For savings-linked products linked to mortgages originated by third parties (and not transferred to the Group) and not secured by mitigation mechanisms such as cession and retrocession contracts or participation arrangements, the mortgage loan is not reflected on the Group's balance sheet. The mortgage savings are mainly recognised on the Economic Balance Sheet under Solvency II of Achmea Pensioen- en Levensverzekeringen N.V., for which it has an exposure to counterparty default risk and spread risk.

The Issuer classifies all savings related to mortgage products under several Balance Sheet items "Mortgages to individuals, Derivatives and Other investments". The split into the various Balance Sheet items is because of the new Q&A Mortgage Saving products issued by the Dutch Central Bank (*De Nederlandsche Bank*, **DNB**). Due to legislation these products are not issued anymore. The Issuer could run a risk, if the counterparty of the mortgage saving products would be in resolution or default and the liquidator or resolution authority would not continue the mortgage saving agreements as the Issuer has guaranteed a return to the policyholder which may not be obtained from the counterparty. This could have an adverse effect on Group's business, revenues, results and, or financial condition.

Because the Issuer and its subsidiaries are exposed to financial risks such as credit risk, default risk, risks concerning the adequacy of its credit provisions and counterparty risks, it could have a significant effect on the value of the Issuer's assets

Credit risk refers to the potential losses incurred by the Issuer as a result of debtors not being able to fulfil their obligations when due, or a perceived increased likelihood thereof. Losses incurred due to credit risk include actual losses from defaults, market value losses due to credit rating downgrades and/or spread widening, or impairments and write-downs. The Issuer is exposed to various types of general credit risk, including spread risk, default risk and concentration risk. Third parties that owe the Issuer money, securities or other assets may not pay or perform under their obligations. These parties may include customers, the issuers whose securities are being held by the Issuer, trading counterparties, counterparties under swaps and other derivative contracts, clearing agents, exchanges, clearing houses and other financial intermediaries. These parties may default on their obligations to the Issuer due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons.

The business of the Issuer is also subject to risks that have their impact on the adequacy of its credit provisions. These provisions relate to the possibility that a counterparty may default on its obligations to the Issuer which arise from financial transactions. Depending on the actual realisation of such counterparty default, the current credit provisions may prove to be inadequate. If future events or the effects thereof do not fall within any of the assumptions, factors or assessments used by the Issuer to determine its credit provisions, these provisions could be inadequate.

The Issuer is also exposed to concentration risk, which is the risk of default by counterparties or investments in which it has taken large positions. A single default of a large exposure could therefore lead to a significant loss for the Issuer.

The Issuer has issued a capped guarantee to Achmea Bank to cover credit risk and legal claims in connection with the acquired substantial part of the loan activities (the **Acier Loan Portfolio**) from Staalbankiers, the former private banking entity within the Group, which terminated its banking activities on 25 September 2017 (reference is made to "*Litigation – "Acier Loan Portfolio"* on page 139 of this Offering Memorandum). At year-end 2023, the remaining maximum guarantee amount was €265 million (2022: €280 million).

Additionally, the Issuer and its subsidiaries are exposed to counterparty risks in relation to other financial institutions. Due to the nature of the global financial system, financial institutions, such as the Issuer and the subsidiaries of the Issuer, are interdependent as a result of trading, counterparty and other relationships. The interdependence of financial institutions means that the failure of a sufficiently large and influential financial institution due to disruptions in the financial markets could materially disrupt securities markets or clearance and settlement systems in the markets. This could cause severe market declines or volatility. Such a failure could also lead to a chain of defaults by counterparties that could materially adversely affect the Issuer or its subsidiaries Deteriorations in the financial soundness of other financial institutions may, therefore, have a material adverse effect on the Issuer's and its subsidiaries' business, revenues, results and financial condition.

Market Risks Relating to the Group's Business

Because the Issuer and its subsidiaries are exposed to fluctuations in the equity, fixed income and property markets, it could result in a material adverse effect on its returns on invested assets and the value of its investment portfolio or its solvency position

The returns on the investments from the Issuer through its subsidiaries are highly susceptible to fluctuations in equity, fixed income and property markets. The Issuer, through its subsidiaries, bears all the risk associated with its investments for own risk. Fluctuations in the equity, fixed income and property markets affect the Issuer's profitability and capital position. A decline in any of these markets will lead to a reduction of unrealised gains in the asset or result in unrealised losses and could result in impairments and additional losses. Any decline in the market values of these assets reduces the Issuer's solvency, which could adversely impact the Issuer's financial condition and the Issuer's ability to attract or conduct new business.

In addition, for reporting purposes in applying IFRS 9 most of the Issuer's or its subsidiaries fixed income securities and equity securities are classified as financial assets at fair value through profit or loss. As a result, movements in the market value of these securities are reflected in the income statement in the period during which they occurred. Movements in insurance liabilities due to financial parameters are also reported in the income statement.

A decrease in the long-term interest rate primarily adversely affects the values of the Issuer through its subsidiaries' increase in liabilities under traditional life contracts, as insurance liabilities are discounted using market interest rates for financial reporting in applying IFRS 17. The negative effect is to a large extent offset by the simultaneous increase in the market value of fixed income assets. The net effect on the net asset value/surplus depends on the duration and volume of assets and liabilities as well as derivatives.

As the Issuer is required to maintain a minimum level of technical provisions for its liabilities pursuant to Capital Adequacy Regulations, there may be a gap between the interest rate sensitivity of the Issuer's liabilities and the interest rate sensitivity of the Issuer's assets, which may be difficult to hedge effectively. As the Issuer anticipates it will be required to maintain a level of capital in the future as prescribed by future applicable Capital Adequacy Regulations, there may be an interest rate sensitivity of net assets over the regulatory minimum capital requirement which may be difficult to hedge effectively.

The value of the Issuer's or its subsidiaries property portfolio is subject to risks related to, amongst others, occupancy levels, rent levels, consumer spending, prices of properties and interest rates. An economic downturn could result in the property market facing worsening commercial property occupancy levels and low consumer spending on residential property, which, in turn, could reduce returns on property investments. Occupancy levels could drop if the Issuer does not properly manage the contractual provisions governing the leases related to the properties. For instance, short-term contracts or provisions entitling customers to terminate contracts early could reduce occupancy. From the second half of 2013 up to the end of 2024, house prices in the Netherlands have, on average (noting regional differences in the rate of change), increased substantially. However, an economic downturn could also result in a decline in the market values of residential and commercial properties as a result of reluctance in the market to buy further property or to invest in new building projects. Any decline in the market values of its property investments could have a material adverse effect on the Issuer's business, revenues, results and financial condition.

The Issuer, through its subsidiaries, is exposed not only in respect of its investments for own risk, but also in respect of its liabilities to policyholders in respect of (i) the funds of policyholders and (ii) other customers invested in equities, fixed income assets and property under life insurance contracts (such as unit-linked products and investment contracts). Many of the Issuer's life insurance products sold by its

subsidiaries guarantee a minimum investment return or minimum accumulation at maturity to the policyholder. In the event that the decline in value of the invested assets is greater than the decline in liabilities associated with the guaranteed benefits, the Issuer must increase its provisions formed for the purpose of funding these future guaranteed benefits, which will result in an adverse impact on the Issuer's results. In addition, the Issuer's revenues from unit-linked products (including those without minimum guarantees) and investment contracts depend on fees paid by the customer. Because those fees are generally assessed as a percentage of AuM, they vary directly with the market value of such assets. Therefore a general decline in financial markets, will reduce the Issuer's revenues under these contracts.

New sustainability legislation has been introduced and likely additional legislation will be introduced in order to achieve the objectives of the Paris accord and the objectives as set out in the EU Green Deal (COM/2019/640 Final). The implementation of these measures could have negative effects on the future development of the Issuer's investment portfolio, as certain investments could be subject to transition risk or even become stranded if no adaptation measures are implemented by companies that are impacted. Adaptation or risk mitigation measures could be required to be implemented by those companies/institutions impairing the prices of these investments.

A downgrade or a potential downgrade in the Group's credit or financial strength ratings could have a material adverse effect on the Group's ability to raise additional capital, or increase the cost of additional capital, and could result in, amongst others, a loss of existing or potential business (including customer withdrawals), lower AuM and fee income and decreased liquidity, each of which could have a material adverse effect on the Group's business, revenues, results and financial condition

In general, credit and financial strength ratings are important factors affecting public confidence in insurers, and are as such important to the Group's ability to sell its products and services to existing and potential customers. Credit ratings represent the opinions of rating agencies regarding an entity's ability to repay its indebtedness. On an operating subsidiary level, financial strength ratings reflect the opinions of rating agencies on the financial ability of an insurance company to meet its obligations under an insurance policy, and are typically referred to as "claims-paying ability" ratings.

Rating agencies review insurers' ability to meet their obligations (including to policyholders and their creditworthiness generally) based on various factors, and assign ratings stating their current opinion in that regard. While most of the factors are specific to the rated company, some relate to general economic conditions and other circumstances outside the rated company's control. Such factors might also include a downgrade of the sovereign credit rating of the Netherlands as rating agencies typically take into account the credit rating of the relevant sovereign in assessing the credit and financial strength ratings of corporate issuers (even if the sovereign does not have an ownership interest in the relevant issuer). Rating agencies have increased the level of scrutiny that they apply to financial institutions, have increased the frequency and scope of their reviews, have requested additional information from the companies that they rate, and may adjust upward the capital and other requirements employed in the rating agency models for maintenance of certain ratings levels. The Group may need to take actions in response to changing standards or capital requirements set by any of the rating agencies, which may not otherwise be in the best interests of the Group. The Group cannot predict what additional actions rating agencies may take, or what actions the Group may take in response to the actions of rating agencies. The outcome of such reviews may have adverse ratings consequences, which could have a material adverse effect on the Group's business, revenues, results and financial condition.

On 12 January 2024, Fitch assigned a neutral (previously deteriorating) outlook to the Dutch insurance sector. The neutral outlook reflects Fitch's expectation that the operating environment for Dutch insurers continues to stabilise in 2024. Rapid disinflation through 2023 following the inflationary peak of 17.3% in September 2022 has reduced the immediate pressure on claims inflation and administrative expenses. However, Fitch expects tight monetary policy to constrain Dutch economic growth and forecasts Dutch GDP growth to remain below 1.5% until 2026.

On 4 July 2024 and 3 December 2024, Fitch affirmed the Issuer Financial Strength rating of the Group's core operating entities of A+ with a stable outlook.

On 13 March 2024 and 28 November 2024, S&P Global Ratings Europe Limited affirmed its 'A' insurer financial strength ratings on the core operating entities of the Group.

A downgrade of the Group's or its operating subsidiaries' credit or financial strength ratings, and a deteriorating capital position, in each case relative to the Group's competitors, could affect the Group's competitive position as comparative ratings are one of the factors typically considered by potential customers and third-party distributors, in selecting an insurer. Tied agents make a similar choice when they agree to become tied to an insurer. A downgrade of an insurer's credit or financial strength ratings may also contribute to the decision of a tied agent to terminate its relationship with that insurer and move to another insurer. Such a downgrade may also lead to increased withdrawals, lapses of life insurance policies by existing customers as they may elect to move their business to insurers with higher ratings. A downgrade in the Group's credit ratings or in any of its operating subsidiaries' financial strength ratings could thus lead to a decrease in the Group's AuM, lower fee income, and decreased liquidity. In addition, a downgrade could reduce public confidence in the Group and its operating insurance company subsidiaries and thereby reduce demand for its products and increase the number or amount of policy withdrawals by policyholders. These withdrawals could require the sale of invested assets, including illiquid assets, at a price that may result in investment losses. Cash payments to policyholders could reduce the value of AuM and therefore result in lower fee income. A downgrade in the Group's or its operating subsidiaries' credit ratings could also (a) make it more difficult or more costly to access additional debt and equity capital, including hybrid capital, or to redeem and replace such capital (b) increase collateral requirements, give rise to additional payments, or afford termination rights, to counterparties under derivative contracts or other agreements, and (c) impair, or cause the termination of, the Group's relationships with creditors, distributors, reinsurers or trading counterparties, each of which may have a material adverse effect on the Group's business, revenues, results and financial condition.

Sales of life insurance products in the Netherlands have been declining since 2008. Further declines in sales volumes could, over time, lead to a further decline of the Group's life insurance portfolio and, if the Group is unable to adjust its cost base, have a material adverse effect on the Group's business, revenues, results and financial condition

The Group's life insurance business is shrinking and in recent years the Group has reduced its product offerings in respect of life insurance.

More generally, sales of life insurance products in the Netherlands have declined significantly since 2008; the total market for life insurance products decreased from €26.4 billion gross written premiums (**GWP**) in 2008 to €17.5 billion in 2014 and €12.2 billion in 2020 (source: DNB). When stock markets began to decline commencing in 2006, unit-linked products became less attractive due to their lower returns for policyholders. These lower returns triggered a discussion on costs and cost transparency issues and resulted in negative publicity and litigation. On 16 February 2024, Achmea reached an agreement with interest groups Consumentenclaim, Woekerpolis.nl, Woekerpolisproces, Wakkerpolis and the Consumers' Association with respect to a final settlement for customers with a unit-linked insurance policy who are affiliated with one of these interest groups. See also "*Litigation – Unit-linked Products*" under section "*Description of the Issuer*". A condition to this settlement is that 90% of the customers affiliated with the interest groups noted above accept the settlement. As soon as this condition is met, the collective actions that these interest groups have initiated in the past, will end. As soon as the 90% threshold is met, the risks involved in these proceedings are eliminated. Nevertheless, there still is a risk that one or more pending or future claims from individual customers and/or other interest groups could succeed. Also, there is a risk that new interest groups could initiate a law suit or collective action against Achmea. See also "*Description of the Issuer – Litigation*". If one or more of these allegations or claims should succeed and/or if actions taken by regulators or governmental authorities

against the Group or other insurers in respect of these products (including unit-linked life insurance products), settlements, collective or otherwise, or other actions taken by other insurers and sector-wide measures could substantially affect the Group's insurance business and, as a result, may have a material adverse effect on the Group's business, reputation, revenues, results, solvency and financial condition. In its sector-wide investigation report of 2008, the Netherlands Authority for the Financial Markets (*Stichting Autoriteit Financiële Markten*, the **AFM**) estimated that in the Netherlands, in total, up to and including 2005, approximately 7.2 million individual unit-linked retail policies had been sold, while volumes of such policies sold decreased rapidly thereafter due to the negative publicity associated with them. Legislative changes introduced in 2008 have enabled banks to offer bank annuity products that compete with life insurance products and benefit from the same tax efficiency as mortgage or pension-related Individual life insurance products. Since 2013, the sale of new bank annuity products has started to decline due to the fact that mortgage products are now mainly linear or annuity mortgage products, limiting the need for bank savings products. Further declines in such sales volumes, in particular if the Group is unable to reduce costs in line with any such decline in life insurance portfolios, including by increasing the share of variable expenses while lowering fixed costs, or to maintain the retention rate of existing customers, could lead to a further decline of its life insurance portfolio and have a material adverse effect on the Group's business, solvency condition, revenues, results and financial condition. The Group has decided that the Dutch life and pension business will be a closed book, with the exception of term life insurance and annuities. Therefore, the Dutch life and pensions portfolio of the Group will gradually decline which will require a focus on cost management.

On 28 November 2024 the Issuer, Lifetri Groep B.V. (**Lifetri**) and Sixth Street have reached an agreement on a strategic partnership in the field of pension and life insurance in order to seize growth opportunities in the pension buy-out market. It is expected that the solvency position will remain adequate because of release of the risk margin. However, in the long term, revenues and financial results will gradually decrease which could have a material adverse effect on the Issuer's business, solvency condition, revenues, results and financial condition.

Liquidity Risk

Lack of liquidity at the Issuer and lack of liquidity for operating entities, along with the inability to upstream capital and liquidity from subsidiaries to the Issuer are risks to the Group's business and may have a material adverse effect on the Group's business, revenues, results, ability to upstream dividends and financial condition

The Group is subject to the risk that it cannot meet its payments and collateral obligations when due without significant losses or at all. In case of an increase in interest rates, the value of interest rate derivatives could decrease, potentially leading to a substantial higher collateral obligation. The Group is also subject to the risk of not being able to meet expected or unexpected current or future cash outflows or collateral needs without affecting the financial condition of the Group. The Group is subject to the risk that it cannot sell an asset without significantly affecting the market price of the asset due to insufficient supply and demand, and to the risk of market disruption, changes in applicable haircuts and market value or uncertainty about the time required to sell an asset or exit a trading position.

The lack of liquidity in certain investment assets could prevent the Group from selling investments at fair prices in a timely manner. Each asset purchased and liability sold has unique liquidity characteristics. Some assets have high liquidity, meaning that they can be converted into cash relatively quickly, while other assets, such as privately placed loans, mortgage loans, property and limited partnership interests, generally have low liquidity. Market downturns generally reduce the liquidity of investments during the period of market disruption. They may also reduce the liquidity of those assets which are typically liquid, as has occurred with markets for asset-backed securities relating to property assets and other collateralised debt and loan obligations. The Group holds certain assets that have low liquidity, such as privately placed fixed income securities, commercial and residential mortgage loans, asset-backed securities, government bonds of certain countries, private equity investments and real

estate. Due to the lack of liquidity in the capital markets for certain assets, which may intensify and affect previously liquid assets during times of market disruption, the Group may be unable to sell or buy assets at market efficient prices and may therefore realise investment losses or be obliged to issue securities at higher financing costs.

The Group's banking subsidiary, Achmea Bank, is exposed to the risk of customer deposit outflows. In the event of larger than expected customer deposit outflows the Group would need to seek alternate funding, such as wholesale funding, and would be subject to the risk of an inability to attract wholesale funding to fund its illiquid assets, in particular its mortgage portfolio. There can be no assurance that liquidity available elsewhere in the Group can or may be made available to the Group or affected subsidiary or that any such entity will have access to external sources of liquidity.

Furthermore, the Issuer is a holding entity and its liquidity depends on the ability of the Group to upstream capital and liquidity from its subsidiaries. The Issuer is also dependent on dividend payments by its subsidiaries to service its debt and expenses. Payments of dividends to the Issuer by its subsidiaries may be restricted by applicable laws and regulations, including laws establishing minimum solvency and liquidity thresholds. For instance, dividend distributions by the operating insurance companies may not be permitted by DNB. In the event that an insurance company does not comply with the applicable solvency requirements or foresees that it might not meet these requirements in the twelve (12) following months, it requires a declaration of no objection from DNB for (i) a reduction of its equity by either repayment of capital or a distribution of provisions, or (ii) the distribution of dividend. This legal requirement may negatively affect the profitability of the Issuer. In addition, to restrictions as a result of applicable laws and regulations for payment of dividends by subsidiaries, dividend upstreams may also become restricted because of the Group's own policies, such as taking into account additional considerations with respect to capital, leverage and liquidity requirements, other regulatory requirements or constraints, strategy, future income, profits, resources available for distribution, financial conditions, growth opportunities, the outlook of the subsidiary, its short-term and long-term viability, general economic conditions and any circumstances that the Executive Board (as defined below) may deem relevant or appropriate, including additional capital and liquidity buffers deemed adequate in furtherance of the subsidiary's moderate risk profile. Further, the Group has a large derivatives portfolio, which could require it to post (additional) collateral, reducing its available funds. Although the Group has a liquidity management policy in place to manage liquidity risk, this policy may prove to be ineffective.

In January 2017, the Dutch House of Representatives (*Tweede Kamer*) voted in favour of the proposed Act prohibiting profit distribution by health insurers (the **APPDH**, *Wet verbod op winstuitkering door zorgverzekeraars*). On 13 June 2017, the Dutch Senate (*Eerste Kamer*) has put its voting for this proposal on hold, due to an amendment (*novelle*) that was prepared in order to amend the APPDH based on advice given by DNB and the Dutch Health Authority (*Nederlandse Zorgautoriteit*). This amendment was sent for advice to the Council of State (*Raad van State*) in July 2018, as well as to DNB and the Health Authority. After studying all the advices the initiators of the proposed act will send the amendment for voting to the Dutch House of Representatives and, after being approved there, to the Dutch Senate. It was first expected that the APPDH would come into force as of 1 January 2018, however, this date is now very unclear. Despite the fact that the initiators sent a letter to the Dutch Senate on 4 July 2019 in which they indicated that they would analyse all the advice in the summer of 2019 and that after that they would send the amendment together with their analysis of all the advice (*Nader Rapport*) to the Dutch House of Representatives. No further developments were seen after 4 July 2019.

The APPDH and its amendment prohibit health insurers (those entities that execute the mandatory basic health insurance) to distribute profits to its shareholders. The APPDH, and its amendment may have a negative impact on the solvency ratio of the Issuer because under the APPDH and its amendment, its health insurance subsidiaries that execute the mandatory health insurance will not be allowed to

distribute profits to Group entities which are their shareholder that do not execute the mandatory health insurance. As a result of the fact that the initial APPDH, as well as its amendment, leaves much room for various interpretations, the Issuer cannot determine the impact - if any - on the solvency capital on group level. The APPDH and its amendment may also negatively affect the financial results of the Issuer's health insurance subsidiaries, for instance because those subsidiaries may become increasingly dependent on external financing which has another cost structure.

Because Achmea Bank faces refinancing risks in the capital markets, Achmea Bank might face substantial liquidity risks

Achmea Bank faces liquidity risk, which means that funding and liquid assets may not be (sufficiently) available as a result of which Achmea Bank may not be able to meet short-term financial obligations. The amount of mortgage loans on Achmea Bank's balance sheet exceeds the amount of savings money attracted. A substantial part of the savings deposits held by Achmea Bank, generated under the Centraal Beheer label, is used to fund Achmea Bank's long-term assets such as its mortgage portfolios. For the year ended 31 December 2023, the total savings portfolio consisted of available on demand accounts of EUR 5.3 billion (2022: EUR 4.4 billion), deposits with agreed maturity of EUR 1.1 billion (2022: EUR 0.6 billion), saving deposits linked to mortgages of EUR 0.6 billion (2022: EUR 0.7 billion) and pension savings of EUR 2.2 billion (2022: EUR 2.2 billion). This has resulted in a dependency on secured and unsecured wholesale funding. The gap between mortgage loans granted and savings and deposits entrusted is funded in the money markets and capital markets. Good access to these markets is necessary to finance the growth of the mortgage loan portfolio and to refinance all outstanding funding with a shorter maturity than the mortgage loans in which the money is invested. Thus, Achmea Bank is exposed to the risk of alternative sufficient funding to fund its illiquid assets, e.g. mortgage portfolio and deposit outflow. The availability of additional financing will depend on a variety of factors such as market conditions, the general availability of credit, the volume of maturing debt that needs to be refinanced, the overall availability of credit to the financial services industry, Achmea Bank's credit ratings and credit capacity, as well as the possibility that lenders could develop a negative perception of the long-term or short term financial prospects of Achmea Bank. Similarly, Achmea Bank's access to funds may be limited if regulatory authorities or rating agencies take negative actions against it. If Achmea Bank's internal sources of liquidity prove to be insufficient, there is a risk that external funding sources might not be available, or available at unfavourable terms. This would have an adverse effect on Achmea Bank's profitability and its financial conditions. In addition, Achmea Bank faces a liquidity risk in relation to its savings deposits. This could also have a material adverse effect on the Group's business, solvency condition, revenues, results and financial condition.

The implementation of Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the European Union may result in a higher tax burden for the Group which could have a negative effect on the Group's solvency and financial condition

The Global Anti-Base Erosion Model Rules (**Pillar Two**), an initiative by the OECD/G20 Inclusive Framework, introduces a minimum level of taxation for multinationals with annual consolidated revenue of EUR 750 million or more in at least two out of the four fiscal years immediately preceding the tested fiscal year. The aim of Pillar Two is to ensure that large multinational enterprise groups are subject to a minimum effective tax rate of 15% in each jurisdiction where they operate.

The Council of the European Union (the **EU**) formally adopted Council Directive (EU) 2022/2523 (the **Pillar Two Directive**). The Pillar Two Directive was published in the Official Journal of the European Union on 22 December 2022. EU member states had to implement the Pillar Two Directive in their national laws by 31 December 2023. The Netherlands implemented the Pillar Two Directive in the Dutch Minimum Tax Act 2024 (*Wet minimumbelasting 2024*) which entered into force on 31 December 2023. The Dutch Minimum Tax Act 2024 applies the IIR and QDMTT (as further discussed below) for

accounting periods starting on or after 31 December 2023 and the UTPR (as further discussed below) for accounting periods starting on or after 31 December 2024.

The primary mechanism for implementation of Pillar Two is an income inclusion rule (the **IIR**) pursuant to which a top-up tax is payable by a parent entity of a group if and to the extent that one or more constituent members of the group have been taxed below an effective rate of 15%. In the situation that no IIR applies at the ultimate parent entity level, a lower level (intermediary) entity may be required to apply the IIR. A secondary fall back is provided by an undertaxed payment rule (the **UTPR**) in case the IIR has not been applied. The UTPR can be applied by (i) limiting or denying a deduction or (ii) making an adjustment in the form of an additional tax. The Netherlands opted for option (ii) i.e. to make an adjustment in the form of an additional tax. In addition, and in line with the Pillar Two Directive, the Dutch Minimum Tax Act 2024 also includes a qualified domestic minimum top-up tax (the **QDMTT**). A jurisdiction that incorporates the QDMTT becomes the first in line to levy any top-up tax from entities located in its jurisdiction. It must compute profits and calculate any top-up tax due in the same way as the Pillar Two rules. Without a QDMTT, another jurisdiction as determined by the Pillar Two rules would be entitled to levy the top-up tax.

The implementation of the Pillar Two Directive may result in a higher tax burden for the Group which could have a negative impact on the Group's solvency and financial condition.

Operational Risks

The Group is reliant on data quality and models, including for example for calculating Solvency II own funds and required capital. In addition, the increasing demands from supervisory and other authorities both as far as detail and frequency of reporting is concerned, are a significant burden on the Group with the accompanying risk that errors are made, information is reported past deadlines and that fines and other penalties are incurred. This could have a material adverse effect on the Group's business, reputation, results and financial condition

The Group uses large amounts of data in its business including to price its products and run its actuarial and risk models (see also "*Incorrect assumptions used in pricing products, establishing provisions and reporting business results could have a material adverse effect on the Group's business, revenues, results and financial condition*"). If the data management uses is incorrect or incomplete this may lead to incorrect or untimely decisions by management. Additionally, defects and errors in the Group's financial processes, systems and reporting, including both human and technical error, could result in a late delivery of internal and external reports, or reports with insufficient or inaccurate information.

The Group is also subject to increasingly detailed and extensive information requests made with increasing frequency from supervisory and other authorities in the Netherlands. As the frequency of requests and the amount and detail of data requested increases, where requests regularly overlap and the formats of requests may differ or be subject to different requirements, more administrative, operational and IT resources are required for compliance. The Group's difficulty in responding to these requests is aggravated by its reporting chain being complex and the fact that in the Group's current financial reporting, business units and legal entities do not always coincide. Although the Group is managing the consequences of regulatory change and the increase in data requests from authorities, the Group cannot fully mitigate or eliminate those risks.

The complexity of the Group's reporting chain is due to, among other things, different IT systems in use by the relevant business units, legacy issues, certain data and documentation not being recorded in a uniform manner or being recorded inaccurately. When the Group receives a request for information from a supervisory or other authority, the data required may not always be readily available or may not be available in a format that allows processing without human intervention. The Group may then need to manually collect and collate data from its various systems and from within different business units and convert it into a format compliant with reporting requirements. This creates a risk that mistakes are

made, deadlines are missed or that reporting requirements are not complied with. It may also force the Group to significantly increase its spending on compliance and IT. Furthermore, regulatory reporting requirements may be contradictory with each other, making compliance more difficult. Missing deadlines or in other manners not or not fully complying with reporting requirements could lead to substantial fines and other penalties. The developments described above could also lead to tension between any new regulatory obligations and the duty of care of the Group or privacy considerations that apply in certain jurisdictions. Although the Group conducts its business mainly in the Netherlands, it may be subject to the requirements of governments or supervisory and other authorities in other jurisdictions that may not necessarily be compatible with requirements in the Netherlands. Any of the above could have a material adverse effect on the Group's business, reputation, results and financial condition.

Because the Issuer is exposed to failures in risk management systems, this could have a significant impact on the financial condition of the Issuer

The Issuer invests substantial time and effort in its strategies and procedures for managing not only credit and concentration risk, but also other risks, such as strategic risk, insurance risk, market risk, liquidity risk, operational risk and conduct of business risk. These strategies and procedures could nonetheless fail or not be fully effective under some circumstances, particularly if the Issuer is confronted with risks that it has not fully or adequately identified or anticipated. Some of the methods of the Issuer for managing risk are based upon observations of historical market behaviour. Statistical techniques are applied to these observations in order to arrive at quantifications of some of the risk exposures of the Issuer. These statistical methods may not accurately quantify the risk exposure of the Issuer if circumstances arise which were not observed in its historical data. For example, as the Issuer through its subsidiaries offers new products or services, the historical data may be incomplete or not accurate for such new insurance products or services. If circumstances arise which the Issuer did not identify, anticipate or correctly evaluate during the development of its statistical models, its losses could be greater than the maximum losses initially envisaged. Furthermore, the quantifications do not take all risks or market conditions into account. If the measures used to assess and mitigate risk prove insufficient, the Issuer may experience unanticipated losses, which could have a material adverse effect on its business, revenues, results and financial condition.

The Group's investment management business is complex and a failure to properly perform asset management services could have a material adverse effect on the Group's business, revenues, results and financial condition

The Group's investment management and related activities include, among other things, portfolio management, investment advice, fund administration and fiduciary services. In order to be competitive, the Group must properly perform its administrative, asset management and related responsibilities, including record keeping, accounting, valuation, corporate actions, compliance with investment guidelines and restrictions, daily net asset value computations, account reconciliations, use of derivatives for hedging and required distributions to fund shareholders. The laws and regulations to which the Group is subject in this respect are becoming increasingly more extensive and complex, placing an increasing burden on the Group's resources and expertise, and requiring implementation and monitoring measures that are costly. As compliance with applicable laws and regulations is time-consuming and personnel-intensive, and changes in laws and regulations, including sustainability legislation, have increased, and may further increase, the cost of compliance has increased and is expected to continue to increase. Failure to comply with any applicable laws and regulations could subject the Group to administrative penalties and other enforcement measures imposed by a particular governmental or self-regulatory authority, and could lead to adverse publicity, harm the Group's reputation, cause temporary interruption of operations and cause revocation or temporary suspension of the licence. Furthermore, investments on behalf of policyholders and investments in relation to a number of pension contracts are managed by external asset managers. Failure by the Group to properly

perform and monitor its investment management operations could lead to, among others, investments being made in breach of the mandates given by customers, poor investment decisions and poor asset allocation, the wrong investments being bought or sold or the incorrect monitoring of exposures as well as possible erosion of the Group's reputation or liability to pay compensation, existing customers withdrawing funds and potential customers not granting investment mandates, which could lead to a decrease in fee income. Additionally, if the Group does not provide satisfactory or appropriate investment returns, underperforms in relation to its competitors, does not sell an investment product which a customer requires or loses its key investment managers, existing customers may decide to reduce or liquidate their investment or, alternatively, transfer their mandates to another investment manager impacting the investment fees of the Group. In addition, potential customers may decide not to grant investment mandates. If the Group is able to grow its asset management business at the rate it currently intends, its exposure to these risks, and therefore also the risk of reputational damage and third-party claims, may increase. Any such failure could have a material adverse effect on the Group's business, revenues, results and financial condition.

Reputational Risk

Because the Issuer is exposed to the risk of damage to any of its brands or its reputation it could have a significant impact on the financial condition of the Issuer

The Issuer's success and results are, to a certain extent, dependent on the strength of its brands and the Issuer's reputation. The Issuer and its products are vulnerable to adverse market perception as it operates in an industry where integrity, customer trust and confidence are paramount. The Issuer relies on its brands such as Zilveren Kruis, FBTO, Centraal Beheer, Interpolis, Avéro Achmea, InShared and De Friesland. The Issuer is exposed to the risk that litigation (such as on mis-selling), employee misconduct, operational failures, the outcome of regulatory investigations, press speculation and negative publicity, amongst others, whether or not founded, could damage its brands or reputation. Any of the Issuer's brands or the Issuer's reputation could also be harmed if products or services recommended by the Issuer (or any of its subsidiaries) do not perform as expected (whether or not the expectations are founded) or the customer's expectations for the product change. Any damage to the Issuer's brands (or brands associated with the Issuer) or reputation could cause existing customers or intermediaries to withdraw their business from the Issuer and its subsidiaries and potential customers or intermediaries to be reluctant or elect not to do business with the Issuer. Furthermore, negative publicity could result in greater regulatory scrutiny and influence market or rating agencies' perception of the Issuer, which could make it more difficult for the Issuer to maintain its credit rating. Any damage to the Issuer's brands or reputation could cause disproportionate damage to the Issuer's business, even if the negative publicity is factually inaccurate or unfounded.

Financial Reporting Risks

Changes in accounting standards or policies could have a material adverse effect on the Group's reported results and shareholders' equity

Since 2005, the Group's financial statements have been prepared and presented in accordance with IFRS—including the International Accounting Standards (**IAS**) and Interpretations—as endorsed by the EU.

Therefore, the Group is required to adopt new or revised accounting standards issued by recognised authoritative bodies, including the International Accounting Standards Board (**IASB**), periodically.

In its Annual Report 2023, Achmea disclosed new standards applied in 2023. A major change was the first time application of IFRS 9 and IFRS 17.

On 9 April 2024, the IASB published the new standard IFRS 18: Presentation and Disclosure in Financial Statements, with an effective date of 1 January 2027. IFRS 18 requires, among other things, a revised presentation of the income statement and cash flow statement, including prescribed subtotals for operating profit and profit before finance costs and taxes. Additionally, disclosures must be provided regarding management-defined performance measures (MPMs) used in the income statement, along with a numerical reconciliation to the IFRS (sub)totals in the income statement.

The impact of this new standard on the presentation and disclosures in the consolidated financial statements of the Issuer will be further analysed.

On 9 May 2024, the IASB also published the new standard IFRS 19: Subsidiaries without Public Accountability: Disclosures, with an effective date of 1 January 2027. This standard targets subsidiaries that are not "Public Accountability entities" and offers the option of reduced disclosure requirements. Since the Issuer qualifies as head of the Group, this standard cannot be applied to the consolidated financial statements of the Issuer.

In addition, the following amendments to standards with future effective dates have been published in recent years. The effective dates for these amendments are 1 January 2025, or later, and their application will have no impact on Total Equity, Net Result, or only limited impact on the presentation and disclosure for Achmea:

- Amendments to IAS 21: The Effects of Changes in Foreign Exchange Rates: Lack of Exchangeability (effective 1 January 2025);
- Amendments to the Classification and Measurement of Financial Instruments (Amendments to IFRS 9 and IFRS 7) (effective 1 January 2026);
- Annual Improvements Volume 11 (effective 1 January 2026).

Achmea has not preliminarily adopted these amendments.

Regulatory/Legal, Tax and Compliance Risks

Because each of the Issuer and the Group operates in a highly regulated industry, changes in statutes, regulations and regulatory policies that govern activities in its various business lines could have an effect on its operations and its net profits

The insurance business and other operations of the Issuer and the Group are subject to insurance and financial services statutes, regulations and regulatory policies that govern what products the Issuer and/or the Group sell and how the Issuer and the Group manage their business. Changes in existing statutes, regulations and regulatory policies, as well as changes in the implementation of such statutes, regulations and regulatory policies may affect the way the Issuer and the Group do business, their ability to sell new policies, products or services and their claims exposure on existing policies. In addition, changes in tax laws may affect its tax position and/or the attractiveness of certain of its products, some of which currently have favourable tax treatment.

The Issuer and the Group are subject to supervisory or regulatory laws and regulations on the basis whereof they will be required to maintain minimum required levels of a solvency margin and/or a capital adequacy ratio. Changes in such supervisory or regulatory laws and regulations may have a material effect on the business, financial condition and operations of the Issuer and the Group and on payments by the Issuer under the Securities, including deferral or cancellation thereof.

The European Union has adopted a full scale revision of the solvency framework and prudential regime applicable to insurance companies, reinsurance companies and insurance groups through Directive

2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance as completed by the Omnibus II Directive (2011/0006(COD)) (**Solvency II**). The framework for Solvency II is set out in the Solvency II Directive. In the Netherlands, the legislation implementing the Solvency II Directive came into force on 1 January 2016.

Since 2020, Solvency II has been under review. In December 2023, the Council and the European Parliament reached a provisional agreement on the proposed amendments to Solvency II, which the Committee on Economic and Monetary Affairs approved on 29 January 2024. On 23 April 2024, the European Parliament approved the amendments to Solvency II and on 5 November 2024, the Council adopted the amendments to Solvency II. The directive has been published in the EU's Official Journal on 8 January 2025 and enters into force on 28 January 2025. The new rules will be applicable two years after their entry into force and needs to be transposed into Dutch law by 29 January 2027. Following the agreement on the Level I texts, the European Commission and co-legislators together with EIOPA will work on drafting the Level II (**Delegated Acts**) regulations. Since these Level II proposals mainly contain details on the Solvency II Amending Directive, full detailed specifications of Delegated Acts are not yet clear. Actual implementation of the changes is currently not expected before 2027. The main elements for the Issuer in relation to these amendments to the Solvency II are the change in methodology to extrapolate the relevant risk-free interest rate, the calculation of the Volatility Adjustment, the introduction of the enhanced prudency principle and the calculation of the Risk Margin. The impact of the proposals on the Issuer depends on the final outcomes of the European discussion and the economic circumstances.

Furthermore, in some cases, the Dutch supervisor could implement a stricter interpretation compared to supervisors in other countries, possibly resulting in a (significant) adjustment of Solvency II figures. In addition, although the Group believes the assumptions and interpretation it uses for the Solvency II calculations are correct (i.e. performed according to the Solvency II Regulation), it is possible that the regulator may require changes in these assumptions or interpretations and such changes could be required for future years or periods even if not required for the most recently completed period.

Given the possibility of further changes to the regime, the effects of Solvency II on the Group's business, solvency margins and capital requirements are uncertain but could be material. While the aim of Solvency II is to introduce a harmonised, risk-based approach to solvency capital, there is the risk that regulators introduce capital add-ons or strict, unexpected parameters for internal models, or that a lack of proper management information due to uncertainty about the regulatory changes could lead to insufficient solvency levels once those changes are applied. In addition, as it is currently unknown how much capital the Group must set aside due to such a change, there is a risk that the Group could underestimate or over-estimate its capital position, which in turn could result in incorrect investment and risk return decisions. If changes in the regime lead to insufficient solvency levels, there is a reputational risk which could limit the Group's ability to access the capital markets.

Should the Group not be able to adequately comply with the Solvency II requirements in relation to capital (including with respect to grandfathering of existing subordinated loan structures), risk management, documentation and reporting processes, this could have a material adverse effect on its business, solvency, results and financial condition.

Risks relating to recovery and resolution frameworks for insurance companies

As an insurance group subject to primary (group) supervision of DNB, the Group and the Issuer are subject to various recovery and resolution frameworks for insurance companies. At a European level initiatives have also been undertaken to harmonise the recovery and resolution frameworks for insurance companies within the EU, which may lead to further changes. The insurance recovery and resolution frameworks to which the Issuer and the Group are subject and related risks are as follows:

General: If the financial position of an insurance company deteriorates, DNB may take certain measures against the insurance company concerned, depending on the nature of the situation. For instance, DNB may request an insurance company to draw up a recovery plan (*herstelplan*) or a short-term financing plan (*financieel korte-termijnplan*) if it does not meet the relevant solvency requirements. The recovery plan must contain measures which aim to recover the financial position of the insurance company concerned and the short-term financing plan must aim to solve the capital shortfall within three (3) months. In addition, DNB may limit the free disposal of the insurance company over its assets in certain severe circumstances. If a breach has occurred, the Group is not allowed by the Solvency II legislation to distribute any dividend or coupons of the recognised capital instruments.

Dutch Intervention Act: In exceptional circumstances, the Issuer and financial firms (*financiële ondernemingen*) within the Group may become subject to expropriation measures. The Dutch Minister of Finance may take far-reaching measures or expropriate – among others – securities, such as the Securities, issued by or with the consent of a financial institution or its parent company, in each case if it has its corporate seat in the Netherlands, if in the Minister of Finance's opinion the stability of the financial system is in serious and immediate danger as a result of the situation in which the firm finds itself.

Insurers Recovery and Resolution Act: On 1 January 2019, the Insurers Recovery and Resolution Act (*Wet herstel en afwikkeling verzekeraars*) (the **IRRA**) entered into force. With the IRRA, the legislative framework for the recovery and resolution of insurers is strengthened and a new recovery and resolution framework was introduced under which certain obligations are imposed on insurers and certain resolution powers are conferred on DNB. The new recovery and resolution framework applies to, among others, all insurers who are subject to DNB's prudential supervision. In the case of a group consisting of one or more insurers and one or more banks (a financial conglomerate), the recovery and resolution powers in the new framework may be exercised only against the insurer(s). If an entity falls within the scope of both the resolution regime for banks and the corresponding regime for insurers (for example, because it is a mixed financial holding company), in the case of concurrent recovery and resolution measures under both regimes, the regime for banks will have priority because of its basis in EU law.

The IRRA distinguishes two phases: (i) the preparation phase and (ii) the resolution phase. During the preparation phase, each insurer is required to draw up a preparatory crisis plan and DNB is required to draw up (and periodically evaluate) a resolution plan for each insurer. During the resolution phase, DNB has several recovery and resolution tools. The resolution tools include the bail-in tool, the sale of business tool, the bridge institution tool and the asset separation tool. The bail-in tool comprises a general power for DNB to write down or cancel equity instruments (such as the Ordinary Shares), to write down the claims of unsecured creditors of a failing insurer or to convert unsecured debt claims into equity. In addition to the abovementioned resolution tools and corresponding powers, the IRRA gives DNB special powers to take actions such as: (i) taking over the management of an insurer under resolution, (ii) appointing a special director to take over the insurer's management, (iii) converting the insurer into a different legal form if this is necessary to apply bail-in, and (iv) terminating or modifying the terms of an agreement to which the insurer is a party.

The IRRA provides that the resolution of insurers will be funded through financial contributions by other insurers. This is an ex post arrangement, meaning that – unlike under the BRRD/SRM framework– it does not entail the establishment of a fund. DNB will set the amount of their contributions.

Furthermore, on 22 September 2021, the European Commission published a proposed directive on the recovery and resolution of insurance undertakings (proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012) (the **IRRD**). On 27 July 2022, several amendments to the proposal were published. The Council and the European Parliament reached

provisional agreement on the proposed IRRD on 14 December 2023, which the Committee on Economic and Monetary Affairs approved on 29 January 2024. On 5 November 2024, the Council adopted the IRRD. The directive has been published in the EU's Official Journal on 8 January 2025 and enters into force on 28 January 2025. The new rules will be applicable two years after their entry into force. The IRRD needs to be transposed into Dutch law by 29 January 2027, which will lead to amendments of the IRRA and the resolution tools provided thereunder. The IRRD is similar to a directive applicable to the recovery and resolution of banks in Europe and provides for (i) a variety of planning and preventative measures to minimise the likelihood of insurance undertakings requiring public financial support and (ii) for the initiation of resolution procedures for insurance undertakings that are failing or likely to fail, where there is no prospect that private sector alternatives or supervisory measures can avert failure. The IRRD provides, in case of resolution, for the application of a number of resolution tools, including in particular the write-down and conversion tool, which would allow resolution authorities to write down or convert to equity capital instruments and certain liabilities of insurance undertakings, generally in inverse order of their ranking in liquidation, so that the tool would apply first to equity instruments, then Tier 1 own funds, then Tier 2 own funds, and then to other instruments with a higher ranking in liquidation.

If the provisions dedicated to write-down or conversion within the proposed IRRD are adopted in their current form, the write-down or conversion power could result in the full (i.e. to zero) or partial write down or conversion to equity (or other instruments) of the Securities if the Group were to experience financial or liquidity difficulty and be failing or likely to fail. In addition, if the Group's financial condition deteriorates, or is perceived to deteriorate, the existence of these powers could cause the market value and/or the liquidity of the Securities to decline more rapidly than would be the case in the absence of such powers.

Normal insolvency proceedings will remain the alternative path for the whole or parts of a (re)insurer that cannot be resolved, and the proposed IRRD provides for a no creditor worse off principle, the exact extent of which remains to be determined.

The application of any measures described above, and the IRRD, when adopted and implemented, would have a material adverse effect on the Issuer's and the Group's business, financial position and results of operations.

Because the banking business of the Issuer is subject to significant adverse regulatory developments including changes in regulatory capital and liquidity requirements, the results of the Issuer can be materially affected

The Issuer through its banking subsidiary, Achmea Bank, conducts its businesses subject to on-going regulatory and associated risks, including the effects of changes in law, regulations, and policies in the Netherlands. The timing and form of future changes in regulation are unpredictable and beyond the control of the Issuer, and changes made could materially adversely affect the Issuer's banking business.

As a result of its banking activities, the Group is subject to detailed banking and other financial services laws and government regulation in the Netherlands, of which a non-exhaustive summary is set out below. The banking subsidiary of the Issuer is required to hold a licence for its operations and is subject to regulation and supervision by authorities in the Netherlands such as DNB, the AFM and in all other jurisdictions in which it operates. Extensive regulations are already in place and new regulations and guidelines are introduced relatively frequently. Regulators and supervisory authorities seem to be taking an increasingly strict approach to regulation and the enforcement thereof that may not be to the Group's benefit. A breach of any regulations by the banking subsidiary of the Issuer could lead to intervention by supervisory authorities and the banking subsidiary of the Issuer could come under investigation and surveillance, and be involved in judicial or administrative proceedings. The Group may also become subject to new regulations and guidelines that may require additional investments in systems and people and compliance with which may place additional burdens, costs or restrictions on the Group.

Basel IV/CRD IV/EU Banking Reforms

Regulatory requirements with respect to capital adequacy and liquidity, relevant for Achmea Bank, as proposed by the Basel Committee and being implemented in the European Union through, among others, the CRD IV Directive and the CRR, as these are amended from time to time. These requirements are subject to ongoing change, and are expected to become more stringent. This is especially due to the implementation and entry into force of the Basel III Reforms (informally referred to as Basel IV) applicable as from 1 January 2025. Notable changes that will affect Achmea Bank's business includes changes to the requirements for the risk-weighting of mortgages and the introduction of an output floor. Achmea Bank expects that as of 2026, due to the Basel III Reforms, the output floor will gradually increase over a four-year phase-in period and its total risk exposure amount (**TREA**) will decrease, as soon as DNB allows Achmea Bank to use the results of its advanced internal models for the calculation of its capital ratios. As the impact of the Basel III Reforms is still subject (in part) to further implementation in the European Union or national laws, the exact impact of these changes to the applicable prudential regime is yet to be fully determined by Achmea Bank. Although the legislation implementing the Basel III Reforms was published in the Official Journal, various standards are subject to the adoption of delegated regulations and regulator guidance. Achmea Bank is closely monitoring these developments, paying particular attention to new rules for residential mortgages.

In addition to evolving minimum ('pillar 1') capital requirements and capital buffer requirements, the regulatory capital framework applicable to Achmea Bank also allows for competent authorities to introduce additional ('pillar 2') capital requirements to be maintained by an institution relating to elements of risks which are not fully captured by the additional own funds requirements or to address macro-prudential requirements. DNB sets overall (capital) limits, based on its periodic supervisory review and evaluation process (**SREP**). Achmea Bank complied with external and internal minimum capital requirements throughout 2023 with a common equity tier 1 capital ratio of 16.9% and a total capital ratio of 16.9% at 31 December 2023. Any increase in these pillar 1 and 2 requirements and/or capital buffer requirements may require Achmea Bank, and as a result the Issuer, to increase its capital position, which could have a material adverse effect on the Issuer's business, financial position and results of operations.

AML Directive/AML Regulation

Further AML rules, as laid down in, among others, Directive 2015/849/EU (the **AML Directive**) and accompanying Regulation (EU) No 2015/847 (the **AML Regulation**), as these are amended from time to time apply to the Issuer. As at the date of this Offering Memorandum, the Issuer largely complies with the AML Directive and the AML Regulation. It has updated and amended its relevant policies, rules and procedures in the past and continues to do so in the future (to the extent necessary). The Issuer maintains a close and continuous survey on development and creation of new anti-money laundering laws. However, future amendments could adversely affect the Issuer's financial position, credit rating and results of operations and prospects.

Risks relating to banking activities related to the Dutch Intervention Act, the IRRD, BRRD and SRM

In 2012, the Dutch government adopted banking legislation dealing with ailing banks (Special Measures Financial Institutions Act, *Wet bijzondere maatregelen financiële ondernemingen*, the **Dutch Intervention Act**). Pursuant to the Dutch Intervention Act, substantial new powers were granted to DNB and the Dutch Minister of Finance enabling them to deal with, *inter alia*, ailing Dutch banks prior to insolvency.

The national framework for intervention by DNB with respect to banks has been replaced by the SRM (see below) and the law implementing the resolution framework set out in the BRRD (see below). However, the powers granted to the Dutch Minister of Finance under the Dutch Intervention Act remain. The Dutch Intervention Act empowers the Dutch Minister of Finance to (i) commence proceedings

leading to ownership by the Dutch State (nationalisation) of the relevant financial institution, or also its parent company and expropriation of assets and liabilities, claims against it and/or securities, and (ii) take immediate measures which may deviate from statutory provisions or from the articles of association of the relevant financial institution, in each case if it has its corporate seat in the Netherlands, if in the Minister of Finance's opinion the stability of the financial system is in serious and immediate danger as a result of the situation in which the firm finds itself.

On 12 June 2014, a directive providing for the establishment of a European-wide framework for the recovery and resolution of credit institutions and investment firms (2014/59/EU, the **BRRD**) was published in the Official Journal of the European Union. The BRRD is currently in force and EU Member States were required to adopt and publish the laws, regulations and administrative provisions necessary to comply with the BRRD by 31 December 2014. The measures set out in the BRRD (including the Bail-in Tool, as defined below) have been implemented in national law with effect from 26 November 2015.

The BRRD sets out a common European recovery and resolution framework which is composed of three pillars: preparation (by requiring banks to draw up recovery plans and resolution authorities to draw up resolution plans), early intervention powers and resolution powers. In addition, BRRD provides preferential ranking on insolvency for certain deposits that are eligible for protection by deposit guarantee schemes (including the uninsured element of such deposits and, in certain circumstances, deposits made in non-EEA branches of EEA credit institutions). The stated aim of BRRD is, similar to the Dutch Intervention Act, to provide relevant authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

For banks established in a Member State participating in the Single Supervisory Mechanism, such as Achmea Bank, the BRRD is implemented by the directly binding regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010 (the **SRM**). The SRM establishes a single European resolution board (the **Resolution Board**) having resolution powers over the institutions that are subject to the SRM, in particular institutions which are deemed significant under the Single Supervisory Mechanism, thus replacing or exceeding the powers of the national resolution authorities within the euro area. Currently, DNB in its capacity of national resolution authority (the **NRA**) shall perform resolution tasks and responsibilities under the SRM with respect to Achmea Bank (as a less significant institution under the Single Supervisory Mechanism). However, the Resolution Board may take over the role of the NRA with respect to Achmea Bank in certain circumstances set out in the SRM. In such case, the Resolution Board has the authority to exercise the specific resolution powers pursuant to the SRM which are similar to those of the NRA under the BRRD and SRM. The resolution tools available for the Resolution Board include the sale of business tool, the bridge institution tool, the asset separation tool and the Bail-in Tool as further specified in the SRM.

The SRM and BRRD apply not only to banks, but may also apply to certain investment firms, group entities and (to a limited extent) branches of equivalent non-EEA banks and investment firms. In connection therewith, the SRM and BRRD recognise and enable the application of the recovery and resolution framework both on the level of an individual entity as well as on a group level. The below should be read in the understanding that Achmea Bank may become subject to requirements and measures under the SRM and BRRD not only with a view to or as a result of its individual financial situation, but also, in certain circumstances, with a view to or as a result of the financial situation of the group that it forms part of.

The Resolution Board may apply interpretations of BRRD or recovery and resolution strategies that differ from those applied by the relevant NRA. Any change in the interpretation or strategy may affect the resolution plans for Achmea Bank, as prepared by the relevant NRA.

If Achmea Bank would infringe or, due to a rapidly deteriorating financial condition, would be likely to infringe capital or liquidity requirements in the near future, the supervisory authorities will have the power to impose early intervention measures. A rapidly deteriorating financial condition could, for example, occur in case of a deterioration of the liquidity situation of Achmea Bank, increasing level of leverage and non-performing loans. Intervention measures include the power to require changes to the legal or operational structure of the institution, changes to the institutions' business strategy, managing board of Achmea Bank to convene a general meeting of shareholders, set the agenda and require certain decisions to be considered for adoption by the general meeting of shareholders. Furthermore, if these early intervention measures are not considered sufficient, DNB may replace management or install a temporary administrator. A special manager may also be appointed who will be granted management authority over Achmea Bank instead of the existing board members, in order to implement the measures decided on by DNB.

If Achmea Bank was to reach a point of non-viability, the relevant resolution authority could take pre-resolution measures. These measures include the write down and cancellation of shares, and the write down of capital instruments or conversion of capital instruments into shares. A write down or conversion into shares of capital instruments could adversely affect the rights and effective remedies of Securityholders and the market value of their Securities could be negatively affected.

The BRRD and SRM provide resolution authorities with broader powers to implement resolution measures with respect to banks which meet the conditions for resolution, which may include (without limitation) the sale of the bank's business to a third party or a bridge institution, the separation of assets, a bail-in tool, the replacement or substitution of the bank as obligor in respect of debt instruments, modifications to the terms of debt instruments and discontinuing the listing and admission to trading of financial instruments. The bail-in tool comprises a more general power for resolution authorities to write down the claims of unsecured creditors of a failing bank and to convert unsecured debt claims into equity.

Subject to certain exceptions, as soon as any of these proposed proceedings have been initiated by the relevant resolution authority, as applicable, the relevant counterparties of such bank would not be entitled to invoke events of default or set-off their claims against the bank for this purpose. The application of resolution measures may lead to additional measures. For example, in connection with the nationalisation of SNS Reaal N.V. pursuant to the Dutch Intervention Act, a one-off resolution levy for all banks was proposed by the Dutch Minister of Finance. For the IRRD, please also refer to risk factor "*Risks relating to recovery and resolution frameworks for insurance companies*" above.

When applying the resolution tools and exercising the resolution powers, including the preparation and implementation thereof, the resolution authorities are not subject to (i) requirements to obtain approval or consent from any person either public or private, including but not limited to the holders of shares or debt instruments, or from any other creditors, and (ii) procedural requirements to notify any person including any requirement to publish any notice or prospectus or to file or register any document with any other authority, that would otherwise apply by virtue of applicable law, contract, or otherwise. In particular, the resolution authorities can exercise their powers irrespective of any restriction on, or requirement for consent for, transfer of the financial instruments, rights, assets or liabilities in question that might otherwise apply.

Insurance Distribution Directive

On 3 July 2012, the EC published proposals for a revision of the Insurance Mediation Directive (**IMD**), later renamed the Insurance Distribution Directive (**IDD**). On 23 February 2016, the IDD 36 entered

into force and as of 23 February 2018, the IDD is applicable in all EU member states. The IDD recasts and repeals the IMD. Pursuant to the IDD, customer protection is extended to all distribution channels. Insurers carrying out direct sales will be required to comply with information and disclosure requirements and certain conduct of business rules, including a general obligation to act honestly, fairly and professionally in accordance with customers' best interests. Furthermore, if insurance products are offered in a package with another product or service which is not considered to be an insurance under the IDD, customers will have the choice to buy the (main) product or service separately, without the insurance product. The IDD also imposes additional requirements for transparency and product governance in respect of insurance products on insurers. In addition, the IDD sets out stricter requirements for the sale of life insurance products. For example, the obligation to identify and disclose conflicts of interest or the requirement to gather information from customers in order to assess the suitability or the appropriateness of the product. Therefore, the IDD has an impact on the Dutch insurance distribution market. This may also affect the Group's distribution channels and, directly or indirectly, the Group itself.

Sustainability regulations The Group has become subject to increasing sustainability regulations, such as Regulation (EU) 2019/2088 from 10 March 2021 relating to disclosures (**SFDR**) and Regulation (EU) 2020/852 (partially) from 1 January 2022 relating to a framework to facilitate sustainable investment (the **EU Taxonomy Regulation**). The EU Taxonomy Regulation (partially) entered into force on 1 January 2022 and will also be further developed over time. These regulations will, amongst other things, require the Group to include information at entity and at product level with regard to certain financial products on whether or not it takes into account adverse sustainability impact and whether or not it promotes environmental or social characteristics and whether or not it meets one or more of the environmental objectives as set out in the EU Taxonomy Regulation. Also, the Taxonomy Regulation will require the Group to include in its non-financial statement in its annual reports how and to what extent the Group's activities are associated with economic activities that qualify as environmentally sustainable. The sustainability regulations also include the amendment of existing directives and regulations such as Solvency II, IDD, MiFID II, Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 and the implementing measures by the EC thereunder (the Alternative Investment Fund Managers Directive), and the EU Benchmark Regulation. The sustainability regulations will therefore also have an impact on product development and advice, Know Your Customer (**KYC**), risk management, solvency requirements and the disclosure of financial products. In addition, further European sustainability legislation is being developed such as the Corporate Sustainability Reporting Directive (**CSRD**) (which entered into force on 5 January 2023 and is yet to be implemented in Dutch national legislation) and Corporate Sustainability Due Diligence Directive (**CSDDD**). The CSRD requires the Group to disclose information on the way they operate and manage social and environmental challenges. Under the CSRD the Group is obliged to report on its material topics over the 2024 financial year. The topics in the Group’s value chain must be included in the 2025 annual report. The main elements of the CSDDD are identifying, bringing to an end, preventing, mitigating and accounting for negative human rights and environmental impacts in the company's own operations, its subsidiaries and their value chains. The Council and the European Parliament adopted the CSDDD on 24 May 2024 and the CSDDD entered into force on 25 July 2024. Under CSDDD, most of the due diligence rules will temporarily not apply to financial institutions, including banks, insurers, institutional investors and asset managers. The CSDDD will however impose some obligations on financial institutions such as conducting enough human rights and environmental due diligence on upstream elements of their value chain. European companies with more than 1000 employees and a turnover of more than EUR 450 million are expected to be in scope of the CSDDD. The requirements of the CSDDD will be phased-in and become applicable depending on the size of the company within three (3) to five (5) years after entry into force of the directive. As the CSDDD applies to the Issuer, the Issuer is assessing the impact of the CSDDD on its business, financial conditions, results of operations and prospects.

Furthermore, growing demand for sustainability-related products combined with rapidly evolving regulatory regimes and sustainability related product offerings create a context that may be conducive to increased greenwashing risks. Greenwashing refers to sustainability related claims on ESG aspects, more in particular on the unjustified labelling of products as sustainable, the misallocation of sustainable investments, incorrect expectations in relation to sustainable investing or the profiling of a company or business as more sustainable than it actually is because the underlying activities and investments do not make a contribution to sustainability. Greenwashing risks may, among others, further be driven by data availability limitations, labelling schemes fragmentations, gaps in skills and expertise, different terminologies and interpretation of key concepts used in the various sustainability regulations that are being developed. Greenwashing can also result in enforcement actions by regulatory authorities, such as the AFM, DNB and the Dutch Authority for Consumers and Markets. Greenwashing claims and civil suits alleging greenwashing are increasing and the Group may become subject to such litigation.

As the sustainability regulations are continuously being further developed, the full impact that these regulations will have on the Group in the future is currently unclear. As the Group will have to implement these regulations and expects to have to implement more sustainability-related regulations, this will give rise to additional compliance costs and expenses. The sustainability regulations or failure to comply with the sustainability regulations could have a material adverse impact on the Group's business, reputation and revenues (see also risk factor '*Catastrophes, including natural disasters, may result in substantial losses and could have a material adverse effect on the Issuer's business, results of operations, financial condition and prospects*').

*Digital Operational Resilience Act ((EU) 2022/2554, **DORA**)*

DORA entered into force on 16 January 2023 and will be applicable from 17 January 2025. DORA introduces a new, uniform and comprehensive framework on the digital operational resilience of credit institutions, insurers, fund managers and certain other regulated financial institutions in the EU. All institutions in scope of DORA, which includes the Issuer, will have to put in place safeguards to protect their business operations and activities against cyber threats and other ICT risks. DORA introduces requirements for such institutions on ICT risk governance and management, incident reporting, resilience testing and contracting with ICT services providers. Although the Issuer was already required to comply with certain ICT risk governance, management, resolution and outsourcing obligations, there are differences between these obligations and the standards as laid down in DORA (e.g. DORA extends to all contracts with ICT services, not only contracts that are considered outsourcing). Consequently, the Issuer has performed a gap analysis. The Issuer is focused on the implementation of DORA and has prepared adequately and in a timely manner for the new DORA regulations. This will give rise to additional compliance and ICT-related costs and expenses. Should the Issuer not be able to timely comply with DORA, this may result in administrative and/or criminal enforcement and/or reputational damage. The abovementioned changes in law are indicative examples of a substantial stream of new laws and regulations financial institutions (including the Issuer) will face in the next four to five years.

Because the Issuer also operates in markets with less developed judiciary and dispute resolution systems, proceedings could have an adverse effect on its operations and net result

In the less developed markets in which the Issuer operates, judiciary and dispute resolution systems may be less developed. In case of a breach of contract, the Issuer may have difficulties in making and enforcing claims against contractual counter parties. On the other hand, if claims are made against the Issuer, the Issuer might encounter difficulties in mounting a defence against such allegations. If the Issuer becomes party to legal proceedings in a market with an insufficiently developed judiciary system, it could have an adverse effect on its operations and net result. Because the Issuer is a financial services company and its group companies are continually developing new financial products, the Issuer might be faced with claims that could have an adverse effect on its operations and net result if clients' expectations are not met. When new financial products are brought to the market, communication and marketing is focussed on potential advantages for the customers. If the products do not generate the

expected profit, or result in a loss, customers may file claims against the Issuer or any of its affiliates for not fulfilling its potential duty of care. Potential claims could have an adverse effect on its operations and net result.

Legal proceedings

The Issuer is and may become involved in legal proceedings, regulatory activity and measures (including investigations) which, if resolved negatively for the Issuer, could have an adverse effect on the Issuer's operations, net results and equity position. For current proceedings reference is made to "*Litigation - Unit-linked Products*" beginning on page 132 and "*Litigation - Conflict between the Slovak Government and Achmea*" on page 133 and "*Litigation – Acier Loan Portfolio*" on page 133 of this Offering Memorandum.

RISK FACTORS RELATING TO THE SECURITIES

Capitalised expressions used below have the meaning ascribed to them in "Terms and Conditions of the Securities".

GENERAL RISKS RELATING TO THE SECURITIES

Legality of purchase

None of the Issuer, the Joint Bookrunners or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Securities by a prospective investor, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

The trading market for the Securities may be volatile and may be adversely impacted by many events

The market value of the Securities will be affected by the creditworthiness of the Issuer and a number of additional factors. The market for the Securities may be influenced by economic and market conditions, political events in the Netherlands or elsewhere and, to varying degrees, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in the Netherlands, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Securities or that economic and market conditions will not have any other adverse effect. The price at which a Holder will be able to sell the Securities may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Holder.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Securities in EUR. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than EUR. These include the risk that exchange rates may significantly change (including changes due to devaluation of EUR or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the EUR would decrease (a) the Investor's Currency-equivalent yield on the Securities, (b) the Investor's Currency equivalent value of the principal payable on the Securities and (c) the Investor's Currency-equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Holders may not receive and may not be able to trade Securities in definitive form

It is possible that the Securities may be traded in amounts that are not integral multiples of EUR 200,000. In such a case, a holder who, as a result of trading such amounts, holds an amount which is less than EUR 200,000 in its account with the relevant clearing system in case Securities in definitive form are issued may not receive a Security in definitive form in respect of such holding (should Securities in definitive form be issued) and may need to purchase a principal amount of Securities such that its holding amounts to at least EUR 200,000. If Securities in definitive form are issued, holders should be aware that Securities in definitive form which have a denomination that is not an integral multiple of EUR 200,000 may be illiquid and difficult to trade.

Interest rate risks

As a result of the Securities bearing interest at a fixed rate from (and including) the Issue Date, to (but excluding) the First Reset Date, investment in the Securities involves the risk that subsequent changes in market interest rates may adversely affect the value and yield of the Securities.

Following the First Reset Date, interest on the Securities will be calculated on each Reset Date by the Calculation Agent as the sum of the applicable 5 Year Mid-Swap Rate in relation to that Reset Period, plus the Margin, converted to a semi-annual rate in accordance with market convention (rounded to three decimal places with 0.0005 rounded upwards). The Interest Rate on each Reset Date will be determined on the Reset Interest Rate Determination Date and as such is not pre-defined at the date of issue of the Securities. The Interest Rate on Reset Dates in relation to a relevant Interest Period may be different from the initial Rate of Interest or from an Interest Rate applicable to a previous Interest Period and may adversely affect the value and yield of the Securities. See also "*The regulation and reform of 'benchmarks' may affect the value and yield of the Securities"* below.

Credit ratings

Credit ratings are expected to be assigned to the Securities by S&P and Fitch (see cover page of this Offering Memorandum for more information). Other independent credit rating agencies could decide to assign credit ratings to the Securities and such credit ratings may be higher than, the same as or lower than the credit rating provided by S&P and Fitch. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed herein, and other factors that may affect the value and yield of the Securities. A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, reduction or withdrawal at any time by the relevant rating agency. A revision, suspension or withdrawal of a rating may adversely affect the market price of the Securities.

Credit ratings do not imply that interest will be paid

A credit rating is not a statement as to the likelihood or otherwise of cancellation of interest on the Securities or of the likelihood of a Trigger Event occurring. Holders of the Securities may have a greater risk of cancellation of interest payments than persons holding other securities with similar credit ratings but no, or more limited, loss absorption provisions.

An active trading market for the Securities may not develop

The Securities may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Securities

easily or at prices that provide them with a yield comparable to similar investments that have a developed secondary market. Illiquidity may have an adverse effect on the market value of the Securities. Although application has been made for the Securities to be listed on Euronext Dublin and admitted to the Official List and trading on its Global Exchange Market, there is no assurance that such application will be accepted or that an active trading market will develop. Accordingly, there is no assurance as to the development or liquidity of any trading market for the Securities. The Issuer is entitled, under certain circumstances, to buy the Securities, which may then be cancelled or caused to be cancelled, and to issue further Securities. Such transactions may favourably or adversely affect the price development of the Securities. If additional and competing products are introduced in the markets, this may adversely affect the value of the Securities.

Potential Conflicts of Interest

The Joint Bookrunners and their respective affiliates have engaged, and/or may in the future engage, in investment banking, commercial banking and other financial advisory and commercial dealings with the Issuer and its affiliates and in relation to securities issued by any entity of the Group. They have or may (a) engage in investment banking, trading or hedging activities including in activities that may include prime brokerage business, financing transactions or entry into derivative transactions, (b) act as underwriters in connection with offering of shares or other securities issued by any entity of the Group or (c) act as financial advisers to the Issuer or other companies of the Group. In the context of these transactions, some of the Joint Bookrunners have or may hold shares or other securities issued by entities of the Group. Where applicable, they have or will receive customary fees and commissions for these transactions.

Modification and waivers

The Conditions contain provisions for convening meetings of holders of Securities to consider matters affecting their interests generally. These provisions permit defined majorities to bind all holders of Securities including holders of Securities who did not attend and vote at the relevant meeting and holders of Securities who voted in a manner contrary to the majority. The Conditions also provide that, subject to obtaining the permission therefor from the Relevant Supervisory Authority, the Fiscal Agent and the Issuer may amend the Conditions, where such modification is of a formal, minor or technical nature or is made to correct a manifest error or which, in the sole opinion of the Issuer, is not materially prejudicial to the interests of the holders of the Securities, without the consent of holders of Securities.

Exchange or Variation of the terms of the Securities upon the occurrence of a Gross-Up Event, a Tax Deductibility Event, a Regulatory Event or a Ratings Methodology Event

Subject to, among other things, prior approval of the Relevant Supervisory Authority, if a Gross-Up Event, a Tax Deductibility Event, a Regulatory Event or a Ratings Methodology Event has occurred and is continuing, then the Issuer may, at its option and without any consent or approval of the holders of the Securities, elect at any time to exchange or vary the terms of all (but not some only) of the Securities, so that the relevant event has been remedied and no longer exists after such exchange or modification, provided that in either case the Exchanged Securities or Varied Securities (as the case may be) constitute Qualifying Tier 1 Securities. Whilst the modified Securities must have terms not materially less favourable to holders of the Securities than the terms of the Securities, there can be no assurance that, due to the particular circumstances of each holder, such modified Securities will be as favourable to each holder in all respects or that, if it were entitled to do so, a particular investor would make the same determination as the Issuer as the whether the terms of the modified Securities are not materially less favourable to holders than the terms of the Securities.

Change of law

The Conditions are based on Dutch law in effect as at the date of issue of the Securities. No assurance can be given as to the impact of any possible judicial decision or change to Dutch law or administrative practice after the date of issue of the Securities and any such change could materially adversely impact the value of any Securities affected by it.

Many of the defined terms in the Conditions of the Securities depend on the interpretation and implementation of Solvency II. Further, the Relevant Supervisory Authority may interpret the Applicable Regulations, or exercise discretion accorded to the regulator under the Applicable Regulations in a different manner than expected. The manner in which many of the concepts and requirements under Solvency II will be applied to the Group over time remains uncertain.

Future regulatory proposals may also impose further restrictions on the Issuer's ability to make payments on the Securities. These issues and other possible issues of interpretation make it difficult to determine whether a Regulatory Event will occur or whether scheduled interest payments will be made on the Securities. This uncertainty and the resulting complexity may adversely impact the trading price and the liquidity of the Securities.

Taxation

Payments of interest on the Securities, or profits realised by the Holder upon the disposal or repayment of the Securities, may be subject to taxation or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Securities are transferred or in other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Securities. Potential investors are advised not to rely upon the tax description contained in this Offering Memorandum but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, disposal and redemption of the Securities. Only these advisers are in a position to duly consider the specific situation of each potential investor. This investment consideration has to be read in connection with the taxation sections of this Offering Memorandum.

A Holder's effective yield on the Securities may be diminished by the tax impact on that Holder of its investment in the Securities.

Deductibility of payments on the Securities

Subject to the analysis below, the Issuer expects the Securities should be treated as debt for Dutch tax purposes. Consequently, coupon payments should be considered interest payments for Dutch corporate income tax purposes and as such be eligible for deduction in determining the Dutch corporate income tax base of the Issuer. Whether such payments will lead to effective deductions will depend on a number of factors as well as general limitations restricting interest deductibility, which may or may not apply irrespective of the Dutch tax treatment of the Securities as such.

If the relevant debt instrument effectively functions as equity for Dutch tax purposes coupon payments should not be considered interest payments for Dutch corporate income tax purposes and as such not be eligible for deduction.

Pursuant to prevailing case law, an instrument which does not qualify as share capital for Dutch civil law purposes, qualifies as a debt instrument for Dutch tax purposes if a repayment obligation

(*terugbetalingsverplichting*) exists.[1] Debt instruments only effectively function as equity for Dutch tax purposes in the situation where all of the following three criteria (the **Hybrid Debt Criteria**) have been met:

(a) the instrument has no fixed maturity or a maturity in excess of 50 years and early repayment cannot be claimed outside liquidation or bankruptcy;

(b) the debt is subordinated to all other non-preferred creditors of the borrower; and

(c) the remuneration on the debt depends on the profits of the borrower.

Whether or not the interest is paid under the Securities depends on, among others, the sole discretion of the Issuer as it may elect to cancel the interest payable under the Securities. Therefore, the interest payments under the Securities should not depend on the Issuer's profits.

On the basis of the above, there are arguments that the remuneration on the Securities does not qualify as being dependent on the profits of the Issuer and therefore the third requirement of the Hybrid Debt Criteria is not met. Therefore, the Securities would not meet all Hybrid Debt Criteria and consequently the Securities should not effectively function as equity for Dutch tax purposes.

In May 2020, the Dutch Supreme Court (*Hoge Raad*) confirmed that perpetual securities, to the extent that they resemble the Securities in respect of the relevant material characteristics, qualify as debt under civil law. The Dutch Secretary for Finance seems to share this view. As a result of this judgment of the Dutch Supreme Court, the Dutch Secretary of Finance considers that, additional Tier 1-capital qualifies as a debt for tax purposes, which means that the compensation on additional Tier 1-capital is tax deductible when determining the taxable profit.

The statement made by the Dutch State Secretary of Finance relates to additional Tier 1-capital, yet restricted Tier-1 capital is not explicitly mentioned in the statement. Furthermore, it should be noted that as the Dutch State Secretary of Finance has made the above statement in the Dutch Tax Plan 2021 in the capacity of co-legislator, the principle of legitimate expectations (*vertrouwensbeginsel*) cannot be invoked with regard to this statement. Therefore, it is possible that the deductibility of payments on the Securities will still be challenged in the future.

If, in accordance with Condition 6.8 (*Redemption following a Tax Deductibility Event*) and Condition 6.9 (*Exchange or Variation for Taxation Reasons*), as a result of any change in, or amendment to the law or the application or interpretation thereof, there is more than an insubstantial risk that the Issuer will not obtain full or substantially full deductibility for any payments of interest payable by the Issuer in respect of the Securities or that a Gross-Up event or a Tax Deductibility Event has occurred and is continuing respectively, the Issuer may have the option to redeem the Securities, in whole, but not in part, at their principal amount or exchange all (but not some only) of the Securities for, or vary the terms of the Securities so that they become or remain, Qualifying Tier 1 Securities. See Condition 6.8 (*Redemption following a Tax Deductibility Event*) and Condition 6.9 (*Exchange or Variation for Taxation Reasons*).

[1] In a judgement of the Dutch Supreme Court of 17 May 2024 (ECLI:NL:HR:2024:706), a financial instrument convertible in shares of the issuer of the instrument was qualified as equity for Dutch tax purposes, irrespective of a repayment obligation in money that would only be present in certain extraordinary circumstances (*uitzonderlijke omstandigheden*), as the essential element (*wezenlijk element*) of the relationship between the holder of the instrument and the issuer thereof was the repayment in shares of the issuer. In our view, based on the Terms & Conditions as set out in the Offering Memorandum, this judgement should not be relevant for the Dutch tax qualification of the Securities as the essential element of the relationship between the holder of the Securities and the Issuer is not the repayment in shares of the Issuer.

Legal investment considerations may restrict certain investments

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

The market value of the Securities may be influenced by factors beyond the Issuer's control

Many factors, most of which are beyond the Issuer's control, will influence the market value of the Securities and the price, if any, at which securities dealers may be willing to purchase or sell the Securities in the secondary market. Such factors include, but are not limited to, any credit ratings assigned to the Issuer and the Securities (and any subsequent downgrading thereof), the creditworthiness of the Issuer and in particular the Issuer and the Group's compliance with the Solvency Capital Requirement and the Minimum Capital Requirement, supply and demand for the Securities, the Interest Rate applicable to the Securities from time to time, exchange rates and macro-economic, political, regulatory or judicial events which affect the Issuer or the markets in which it operates.

RISKS RELATING TO THE STRUCTURE OF THE SECURITIES

The Securities are deeply subordinated obligations of the Issuer

The Issuer's obligations under the Securities will constitute unsecured and subordinated obligations of the Issuer.

If any of the following events occur: (i) insolvency (*faillissement*) of the Issuer, (ii) moratorium (*surseance van betaling*) being applied to the Issuer, (iii) dissolution (*ontbinding*) of the Issuer or (iv) liquidation (*vereffening*) of the Issuer (such events (i) through (iv) each being an **Issuer Winding-Up**), the payment obligations of the Issuer under the Securities shall, in each case in accordance with and subject to mandatory applicable law, rank junior to the rights and claims of creditors in respect of Senior Obligations of the Issuer (and payment to holders of the Securities may only be made and any set-off by holders of the Securities shall be excluded until all obligations of the Issuer in respect of such Senior Obligations have been satisfied) but *pari passu* with claims in respect of Parity Obligations and senior to claims in respect of any Junior Obligations.

Furthermore, by acceptance of the Securities, each Holder will be deemed to have waived any right of set-off or counterclaim that such Holder might otherwise have against the Issuer in respect of or arising under the Securities whether prior to or in an Issuer Winding-Up.

Although the Securities may pay a higher rate of interest than comparable securities which are not subordinated, there is a significant risk that an investor in the Securities will lose all or some of its investment should the Issuer become subject to an Issuer Winding-Up or recovery and resolution of the Issuer or the Group.

An investor in the Securities assumes an enhanced risk of loss in the Issuer's insolvency

From the date on which the act implementing Article 37 of the proposed IRRD becomes effective in the Netherlands (the **Amending Act**), instruments which are expressed to rank *pari passu* with the Securities but which do not qualify as own funds, may in the Issuer's bankruptcy rank senior to the Securities. See also Condition 3 (*Status and Subordination of the Securities and Set-Off*), which provides that the ranking of the Securities is in accordance with and subject to mandatory applicable

law, which would include the Amending Act and Condition 14 *(Acknowledgement of Bail-In and Write-Down or Conversion Powers*) pursuant to which each Holder, Couponholder and beneficial holder of Coupons acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of the Bail-in Power (as defined in the Conditions).

Accordingly, a Holder may recover less than the holders of unsubordinated or certain other subordinated liabilities of the Issuer in an Issuer Winding-Up or recovery and resolution of the Issuer or the Group as after payment of the claims of senior creditors and other subordinated creditors there may not be a sufficient amount to satisfy (all of) the amounts owing to the Securities. Please also refer to the risk factor "*Risks relating to recovery and resolution frameworks for insurance companies*" above for a further description of the IRRD.

The Securities have no scheduled maturity and Holders only have a limited ability to exit their investment in Securities

The Securities are perpetual securities and have no fixed maturity date or fixed redemption date and are not redeemable at the option or election of the Holders. Although the Issuer may, under certain circumstances described in Condition 6 (*Redemption, Exchange, Variation and Purchase*), redeem or purchase the Securities, the Issuer is under no obligation to do so and Holders have no right to call for the Issuer to exercise any right it may have to redeem the Securities.

Therefore, Holders have no ability to exit their investment, except (i) in the event of the Issuer exercising its right to redeem or repurchase the Securities in accordance with the Conditions, (ii) by selling their Securities, or (iii) upon an Issuer Winding-Up, in which limited circumstances the Holders may receive some of any resulting liquidation proceeds following payment being made in full to all senior and more senior subordinated creditors. The proceeds, if any, realised in an Issuer Winding-Up may be substantially less than the Prevailing Principal Amount of the Securities or the price paid by an investor for the Securities. See also "*An active trading market for the Securities may not develop*" above.

There are no events of default under the Securities

The Conditions of the Securities do not provide for events of default allowing acceleration of the Securities if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Securities, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Holders for recovery of amounts owing in respect of any payment of principal or interest on the Securities will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

Payments by the Issuer are conditional upon the Issuer being solvent

All payments in respect of or arising from (including any damages for breach of any obligations under) the Securities shall be conditional upon the Issuer being solvent at the time for payment by the Issuer and no amount shall be payable by the Issuer in respect of or arising from (including any damages for breach of any obligations under) the Securities except to the extent that the Issuer could make such payment and still be solvent immediately thereafter. For these purposes, the Issuer will be solvent if (i) it is able to pay its debts owed under its Senior Obligations if they fall due and (ii) its Assets exceed its Liabilities. Any payment of interest that would have been due but for the inability to comply with the Solvency Condition shall be cancelled pursuant Condition 4.4(b) (*Mandatory Interest Cancellation*).

The Issuer may at its sole and absolute discretion cancel Interest Payments, in whole or in part, at any time. Cancelled Interest Payments shall not be due and shall not accumulate or be payable at any time thereafter and investors shall have no rights thereto

Interest on the Securities is due and payable on each Interest Payment Date subject to Condition 4.4(b) (*Mandatory Interest Cancellation*). In addition the Issuer may at its sole and absolute discretion at any time elect to cancel any Interest Payment, in whole or in part, which would otherwise be payable on any Interest Payment Date. At the time of publication of this Offering Memorandum, it is the intention of the Executive Board to consider the relative ranking of any restricted Tier 1 securities in issue (including the Securities) in the capital structure whenever exercising its discretion as to whether or not to declare dividends or pay interest, in line with the capital adequacy policy applicable at that time. Under the current capital adequacy policy, the Executive Board will draft a dividend proposal under the condition that solvency levels for the Group at the end of the calendar year are above the 130% level, calculated via the approved Partial Internal Model (**PIM**), provided that, in principle, the solvency levels of the supervised entities are above certain levels defined in the capital adequacy policy. However, this percentage may change (upwards or downwards) at any time and the Executive Board may depart from this approach at any time at its sole discretion.

Any Interest Payment (or relevant part thereof) which is cancelled shall not accumulate and shall not become due and payable at any time thereafter. In the event of such cancellation, Holders will have no rights in respect of the Interest Payment (or relevant part thereof) which is cancelled. In addition, cancellation or non-payment of Interest in accordance with the Conditions shall not constitute a default or event of default under the Securities for any purpose and does not give Holders any right to take any enforcement action under the Securities.

Any actual or perceived increased likelihood of cancellation of any Interest Payment may affect the market value of an investment in the Securities.

In addition to the Issuer's right to cancel Interest Payments, in whole or in part, at any time, the Conditions require that Interest Payments must be cancelled under certain circumstances. Cancelled Interest Payments shall not be due and shall not accumulate or be payable at any time thereafter and investors shall have no rights thereto

The Issuer must cancel any Interest Payment on the Securities pursuant to Condition 4.4(b) (*Mandatory Interest Cancellation*) in the event that, *inter alia*, the Issuer cannot make the payment in compliance with the Solvency Condition, the Solvency Capital Requirement or the Minimum Capital Requirement, or where the Interest Payment would, together with any Additional Amounts payable with respect thereto, exceed the amount of the Issuer's Distributable Items as at the time for payment.

Any Interest Payment which is cancelled shall not accumulate and shall not become due and payable at any time thereafter. In the event of such cancellation, Holders will have no rights in respect of the Interest Payment which is cancelled. In addition, cancellation or non-payment of Interest in accordance with the Conditions shall not constitute a default or event of default on the part of the Issuer for any purpose.

Any actual or perceived increased likelihood of cancellation of any Interest Payment may affect the market value of an investment in the Securities.

Restricted remedy for non-payment when due

Any failure by the Issuer to pay interest when it is scheduled to be paid (or at all) or principal when due in respect of the Securities shall not constitute an event of default and does not give Holders any right to demand repayment of the principal amount of the Securities. If the Issuer is liquidated (as a result of the winding-up of the Issuer (*ontbinding en vereffening*) or bankruptcy (*faillissement*) of the Issuer),

any Holder may declare each Security held by that Holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Prevailing Principal Amount and any accrued but unpaid interest from the previous Interest Payment Date up to (but excluding) the date of repayment and which has not been cancelled. No other remedy against the Issuer shall be available to the Holders, whether for recovery of amounts owing in respect of the Securities or in respect of any breach by the Issuer of any of its obligations under or in respect of the Securities.

Securities may be traded with accrued interest which may subsequently be subject to cancellation

The Securities may trade, and/or the prices for the Securities may appear, in trading systems with accrued interest. Purchasers of Securities in the secondary market may pay a price which reflects such accrued interest on purchase of the Securities. If an Interest Payment is cancelled (in whole or in part), a purchaser of Securities in the secondary market will not be entitled to the accrued interest (or part thereof) reflected in the purchase price of the Securities.

As a holding company, the level of the Issuer's Distributable Items is affected by a number of factors, and insufficient Distributable Items will restrict the Issuer's ability to make interest payments on the Securities

As a holding company, the level of the Issuer's Distributable Items is affected by a number of factors, principally its ability to receive funds, directly or indirectly, from its operating subsidiaries in a manner which creates Issuer's Distributable Items. Consequently, the future Issuer's Distributable Items, and therefore the Issuer's ability to make Interest Payments on the Securities, are a function of the existing Issuer's Distributable Items, future Group profitability and performance and the ability to distribute or dividend profits from the Issuer's operating subsidiaries within the Group structure to the Issuer. In addition, the Issuer's Distributable Items will also be reduced by the expenses and servicing of other debt and equity instruments.

The ability of the Issuer's operating subsidiaries to pay dividends and the Issuer's ability to receive distributions and other payments from the Issuer's investments in other entities is subject to applicable local laws and other restrictions, including their respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions and other payments to the Issuer by the Issuer's operating subsidiaries, which could in time restrict the Issuer's ability to fund other operations or to maintain or increase its Issuer's Distributable Items. The Issuer's Distributable Items as at 31 December 2023 for the Issuer amount to EUR 7,220[2] million.

No restriction on corporate actions

The Conditions of the Securities do not contain any restriction on the ability of the Issuer to pay dividends on or repurchase its ordinary shares. The Conditions of the Securities also do not restrict the Issuer from limiting the amounts available for distribution pursuant to its articles of association. This could decrease the profits that are available for distribution and therefore increase the likelihood of a cancellation of payments of interest.

The regulation and reform of 'benchmarks' may affect the value and yield of the Securities

Various interest rate benchmarks (including the Euro Interbank Offered Rate (**EURIBOR**) and other interest rates or other types of rates and indices which are deemed to be 'benchmarks') are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective, including Regulation (EU) No. 2016/1011 (the **EU Benchmarks Regulation**) whilst others are still to be implemented. Under the EU Benchmarks Regulation, new requirements

[2] This is an alternative performance measure, see also the section entitled "*General Information, item 19"*.

apply with respect to the provision of a wide range of benchmarks (including EURIBOR), the contribution of input data to a benchmark and the use of a benchmark within the European Union. In particular, the EU Benchmarks Regulation, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevents certain uses by EU-supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU-based, deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (**FCA**) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The euro risk-free rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. Such factors may have the following currently known effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value and yield of the Securities.

These reforms and other pressures may cause one or more interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.

The EU Benchmarks Regulation could have a material impact on the Securities, as from the First Call Date, the Interest Rate is based on the 5 Year Mid-Swap Rate which includes a floating leg based on the six-month EURIBOR rate and which is deemed to be a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the EU Benchmarks Regulation. Pursuant to the fall-back provisions applicable to the Securities, an Independent Adviser appointed by the Issuer in accordance with Condition 4.2 shall determine whether an Alternative Benchmark Rate is available which will determine the way in which the interest rate is set. If the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine an Alternative Benchmark Rate, then the Issuer (in consultation with the Fiscal Agent or the Independent Adviser where appointed but unable to determine whether an Alternative Benchmark Rate is available and acting in good faith and a commercially reasonable manner) may determine which rate (if any) has replaced the 5 Year Mid-Swap Rate in customary market usage for purposes of determining a 5-year mid-swap rate denominated in Euro, or, if it determines that there is no such rate, which rate (if any) is most comparable to the 5 Year Mid-Swap Rate, and the Alternative Benchmark Rate shall be the rate so determined by the Issuer. This may lead to a conflict between the interests of the Issuer and the holders of the Securities. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility or the level of the published rate or level of the "benchmark".

Furthermore, if an Alternative Benchmark Rate is determined by the Independent Adviser or the Issuer in consultation with the Independent Adviser, the Conditions provide that the Issuer may vary the

Conditions, as necessary to ensure the proper operation of such Alternative Benchmark Rate, without any requirement for consent or approval of the holders of the Securities.

If an Alternative Benchmark Rate is determined by the Independent Adviser or the Issuer, the Conditions also provide that an adjustment factor may be determined by such Independent Adviser or the Issuer, following consultation with the Independent Adviser, to be applied to such Alternative Benchmark Rate. The aim of such adjustment factor is to make the Alternative Benchmark Rate comparable to a 5-year mid-swap rate based on the 6-months EURIBOR rate.

Furthermore, if the operation of the fall-back provisions would cause the Securities to cease qualifying as Tier 1 Own Funds by reason of the level of the substitute or successor rate, the Margin will be adjusted to such extent as is necessary to ensure continued qualification as Tier 1 Own Funds, provided that the Margin shall never be negative. Finally, no substitute or successor rate will be adopted, nor will any other amendment to the terms of the Securities be made, if and to the extent that the same would cause the Securities to cease qualifying as Tier 1 Own Funds of the Issuer or as other equivalent regulatory capital of the Issuer under the Applicable Regulations.

Under the EU Benchmarks Regulation, each of the Issuer and the Independent Adviser may be considered an 'administrator'. This is the case if it is considered to be in control over the provision of the Alternative Benchmark Rate and any adjustments made thereto and/or otherwise in determining the Interest Rate in the context of a fall-back scenario. This would mean that the Issuer and/or the Independent Adviser has control over the (i) administration of the arrangements for determining such rate, (ii) collection, analysis or processes of input data for the purposes of determining such rate and (iii) determination of such rate through the application of a method of calculation or by an assessment of input data for that purpose. Furthermore, for the Independent Adviser and/or the Issuer to be considered an 'administrator' under the EU Benchmarks Regulation, the Alternative Benchmark Rate and any adjustments made thereto and/or otherwise in determining the Interest Rate in the context of a fall-back scenario may be a benchmark (index) within the meaning of the EU Benchmarks Regulation. This may be the case if the Alternative Benchmark Rate and any adjustments made thereto and/or otherwise in determining the Interest Rate in the context of a fall-back scenario, are published or made available to the public and regularly determined by the application of a method of calculation or by an assessment, and on the basis of certain values or surveys.

The EU Benchmarks Regulation stipulates that each administrator of a benchmark regulated thereunder or the benchmark itself must be registered, authorised, recognised or endorsed, as applicable, in accordance with the EU Benchmarks Regulation. There is a risk that administrators (which may include the Issuer and the Independent Adviser in the circumstances as described above) of certain benchmarks will fail to obtain such registration, authorization, recognition or endorsement, preventing them from continuing to provide such benchmarks, or may otherwise choose to discontinue or no longer provide such benchmark. As a result, a fixed rate based on the rate which was last observed on the relevant Screen Page, may apply to the Securities until the time that registration, authorised registration or endorsement of the relevant administrator has been completed or as substitute or successor rate for EURIBOR is available.

Moreover, any significant change to the setting or existence of EURIBOR could affect the ability of the Issuer to meet its obligations under the Securities and could have a material adverse effect on the value or liquidity of, the yield and the amount payable under, the Securities.

Potential investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the EU Benchmarks Regulation and benchmark reforms, investigations and licensing issues in making any investment decision with respect to the Securities.

The principal amount of the Securities may be reduced to absorb losses and Holders may lose all or some of their investment as a result of a Write-Down

If a Trigger Event has occurred then the Issuer shall write down each Security by reducing the Prevailing Principal Amount of such Security (in whole or in part, as applicable) by the Write-Down Amount on the Write-Down Date in accordance with the Write-Down procedure as further described in the Condition 7 (*Principal Loss Absorption*). Investors should note that, in the case of any such reduction to the Prevailing Principal Amount of each Security pursuant to Condition 7 (*Principal Loss Absorption*), the Issuer's determination of the relevant amount of such reduction shall be binding on the Holders.

The Issuer's current and future outstanding subordinated securities might not include Write-Down or similar features with triggers comparable to those of the Securities. As a result, it is possible that the Securities will be subject to a Write-Down, while other subordinated securities remain outstanding and continue to receive payments. The Issuer may determine that a Trigger Event has occurred on more than one occasion and each Security may be Written Down on more than one occasion, it being specified that the Prevailing Principal Amount of a Security can be reduced to EUR 0.01. Discretionary Reinstatement may apply at the full discretion of the Issuer, provided that certain conditions are met. However, Condition 7.3 (*Discretionary Reinstatement*) in relation to Discretionary Reinstatement shall not apply to the extent that the existence of such provision would cause the occurrence of a Trigger Event. The Issuer's ability to write-up the Principal Prevailing Amount of the Securities will depend on several conditions. No assurance can be given that these conditions will be met. In addition, the Issuer will not in any circumstances be obliged to write-up the Principal Prevailing Amount of the Securities. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

Further, if the Prevailing Principal Amount of the Securities has been Written Down, interest shall accrue on such Written Down Prevailing Principal Amount in accordance with the Conditions as from the relevant Write-Down Date and the Securities will be redeemable for tax reasons, or upon a Ratings Methodology Event or a Regulatory Event or as a result of the Issuer exercising the clean-up call described in Condition 6.14 (*Clean-up Redemption*) (the **Clean-up Call**), unless the Issuer has waived its right to redeem, exchange or vary the Securities during the Inapplicability Period as described in Condition 6.16 (*Inapplicability Period*), at the Prevailing Principal Amount, which will be lower than the Initial Principal Amount.

Subject to certain conditions, the Issuer may redeem the Securities at the Issuer's option on certain dates

Subject, *inter alia*, to the Issuer being solvent (in accordance with Condition 6.2(a) (*Conditions to Redemption and Purchase*), to compliance with the Solvency Capital Requirement and Minimum Capital Requirement and to satisfaction of the Regulatory Clearance Condition, the Issuer may redeem all (but not some only) of the Securities at their Prevailing Principal Amount outstanding together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date of redemption. Such redemption may occur (i) at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date thereafter, (ii) in the event of certain changes in the tax treatment of the Securities or payments thereunder due to a Tax Deductibility Event or a Gross-Up Event, (iii) following the occurrence of a Regulatory Event or (iv) following the occurrence (or there will occur within six months) a Ratings Methodology Event, (v) as a result of the Issuer exercising the Clean-up Call, in each case other than in respect of (i) above, unless the Issuer has waived its right to redeem, exchange or vary the Securities during the Inapplicability Period as described in Condition 6.16 (*Inapplicability Period*).

The Securities may therefore be subject to early redemption if there is any change to the deductibility of interest payments made on the Securities or withholding taxes were to apply as a result of a change in Dutch tax law or regulations or in their application or interpretation by the Dutch tax authorities.

The Applicable Regulations as at the date of this Offering Memorandum provide that the Relevant Supervisory Authority should not permit the redemption of Tier 1 Own Funds in the first five years of their issue other than in relation to unforeseen events such as an unforeseen change in the Applicable Regulations, a Gross-Up Event or a Tax Deductibility Event. There may be material changes or additions to the Applicable Regulations or tax treatment in the future and it is not possible to foresee what those changes might be and whether they would change the requirements applicable to the Securities. The Issuer may therefore have a redemption right following the Issue Date, including as a result of any amendments to the Applicable Regulations or tax treatment, amongst others as described above in *"Because each of the Issuer and the Group operates in a highly regulated industry, changes in statutes, regulations and regulatory policies that govern activities in its various business lines could have an effect on its operations and its net profits"*.

The Issuer may decide to redeem the Securities when its cost of borrowing is lower than the interest rate on the Securities. During any period when the Issuer may elect or may be perceived to be more likely to elect to redeem the Securities, the market value of the Securities generally will not rise above the price at which they can be redeemed. This may also be true prior to any redemption period.

An investor may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Securities being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

The SCR Ratio and Minimum Capital Requirement ratio will be affected by the Issuer's business decisions and, in making such decisions, the Issuer's interests may not be aligned with those of the Holders

The SCR Ratio and Minimum Capital Requirement ratio could be affected by a number of factors. They will also depend on the Group's decisions relating to its businesses and operations, as well as the management of its capital position. The Issuer will have no obligation to consider the interests of the Holders in connection with the strategic decisions of the Group, including in respect of capital management. Holders will not have any claim against the Issuer or any other member of the Group relating to decisions that affect the business and operations of the Group, including its capital position, regardless of whether they result in the occurrence of a Trigger Event or non-payment of interest under the Securities. Such decisions could cause Holders to lose all or part of the value of their investment in the Securities.

The occurrence of the Trigger Event may depend on factors outside of the Issuer's control

A Trigger Event shall occur if the Issuer determines that any of the following has occurred: (a) the amount of Own Funds Items eligible to cover the solvency capital requirement of the Issuer determined under the Applicable Regulations is equal to or less than 75%. of the Solvency Capital Requirement; or (b) the amount of Own Funds Items eligible to cover the Minimum Capital Requirement of the Issuer determined under the Applicable Regulations is equal to or less than the Minimum Capital Requirement; or (c) the amount of Own Funds Items eligible to cover the Solvency Capital Requirement of the Issuer has been equal to or less than the Solvency Capital Requirement for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed with regard to any initial Write-Down and as provided in Condition 7.2 (*Write-Down procedure*) with regard to any further Write-Down).

The occurrence of a Trigger Event and, therefore, Write-Down is to some extent unpredictable and depends on a number of factors, some of which may be outside of the Issuer's control, including actions that the Issuer is required to take at the direction of the Relevant Supervisory Authority and regulatory changes. Accordingly, the trading behaviour of the Securities may not necessarily follow the trading behaviour of other types of subordinated securities, including the Issuer's other subordinated debt

securities. Any indication that the Issuer or the Group may be at risk of failing to meet its Solvency Capital Requirement or Minimum Capital Requirement may have an adverse effect on the market price and liquidity of the Securities. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with proceeds sufficient to provide a yield comparable to other types of subordinated securities, including the Issuer's other subordinated debt securities.

Redemption or purchase of the Securities must, under certain circumstances, be deferred

Notwithstanding that a notice of redemption has been delivered to Holders, the Issuer must defer redemption of the Securities on any date set for redemption of the Securities pursuant to Condition 6 (*Redemption, Exchange, Variation and Purchase*) in the event that, *inter alia*, the Issuer cannot make the redemption payments in compliance with the Solvency Condition, the Solvency Capital Requirement, the Minimum Capital Requirement or the Regulatory Clearance Condition, an Insolvent Insurer Liquidation or any other requirements or pre-conditions to which the Issuer is otherwise subject and which may be imposed by the Relevant Supervisory Authority have not been complied with following the proposed redemption or purchase (and will not continue to be complied with following the proposed redemption or purchase) has occurred and is continuing.

The deferral of redemption of the Securities does not constitute a default under the Securities for any purpose and does not give Holders any right to take any enforcement action under the Securities. Where redemption of the Securities is deferred, the Securities will be redeemed by the Issuer on the earlier of (a) the date falling 10 Business Days after the date on which the Redemption and Purchase Conditions are met or otherwise waived pursuant to Condition 6.3 (*Waiver of Redemption and Purchase Condition relating to Solvency Capital Requirement by Relevant Supervisory Authority*), (b) the date falling 10 Business Days after the date on which the Relevant Supervisory Authority has agreed to the repayment, redemption purchase, as applicable, of the Securities or (c) the date on which an Issuer Winding-Up occurs. Where redemption of the Securities is deferred and a Trigger Event occurs prior to the deferred redemption, the amount paid to Holder for the Securities on the occurrence of the deferred redemption will be Written Down.

Any actual or anticipated deferral of redemption of the Securities will likely have an adverse effect on the market price of the Securities. In addition, as a result of the redemption deferral provision of the Securities, the market price of the Securities may be more volatile than the market prices of other debt securities without such deferral feature, including dated securities where redemption on the scheduled maturity date cannot be deferred, and the Securities may accordingly be more sensitive generally to adverse changes in the Issuer's solvency and financial condition.

Limitation on gross-up obligations under the Securities

The Issuer's obligation, if any, to pay Additional Amounts in respect of any withholding or deduction in respect of taxes under the terms of the Securities applies only to payments of interest due and paid under the Securities and not to payments of principal.

As such, the Issuer would not be required to pay any Additional Amounts under the terms of the Securities to the extent any withholding or deduction applied to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Securities, Holders may receive less than the full amount due under the Securities, and the market value of the Securities may be adversely affected.

No limitation on issuing or guaranteeing debt ranking senior or "pari passu" with the Securities

There is no restriction in the Securities on the amount of debt which the Issuer or members of the Group may issue or guarantee. In addition, the Securities do not contain a negative pledge preventing the Issuer from issuing debt which is secured on assets or revenues of the Group. The Issuer and its subsidiaries

may therefore incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including secured indebtedness and/or indebtedness or guarantees that rank *pari passu* or senior to the obligations under and in connection with the Securities. If the Issuer were liquidated (whether voluntarily or not), secured claims and claims of creditors ranking senior to Holders would be paid out in priority to Holders claims and Holders could thus suffer loss of their entire investment.

Changes to Solvency II may increase the risk of the occurrence of a cancellation of Interest Payments, the deferral or redemption or purchase of the Securities by the Issuer or the occurrence of a Regulatory Event

Solvency II requirements adopted in the Netherlands, whether as a result of further changes to Solvency II, such as those described above under "*Because each of the Issuer and the Group operates in a highly regulated industry, changes in statutes, regulations and regulatory policies that govern activities in its various business lines could have an effect on its operations and its net profits*", or changes to the way in which the Relevant Supervisory Authority interprets and applies these requirements to the Dutch insurance industry, may change. Any such changes, either individually and/or in aggregate, may lead to further unexpected requirements in relation to the calculation of the Solvency Capital Requirement of the Group, and such changes may make the Group's regulatory capital requirements more onerous. Such changes that may occur in the application of Solvency II in the Netherlands subsequent to the date of this Offering Memorandum and/or any subsequent changes to such rules and other variables may individually and/or in aggregate negatively affect the required characteristics of Tier 1 Own Funds or the calculation of the Solvency Capital Requirement or the Minimum Capital Requirement of the Group and thus increase the risk of cancellation of Interest Payments and/or deferral of the repayment of the Prevailing Principal Amount of the Securities or, conversely, increase the risk of the occurrence of a Regulatory Event and subsequent redemption of the Securities by the Issuer or the occurrence of a Trigger Event and subsequent Write-Down of the Securities by the Issuer, as a result of which a Holder could lose all or part of the value of its investment in the Securities.

GENERAL DESCRIPTION OF THE SECURITIES

This overview is a general description of the Securities and is qualified in its entirety by the remainder of this Offering Memorandum. For a more complete description of the Securities, including definitions of capitalised terms used but not defined in this section, please see "Terms and Conditions of the Securities".

Issuer:	Achmea B.V.
Description:	EUR 300,000,000 Perpetual Restricted Tier 1 Temporary Write-Down Securities (the **Securities** and each a **Security**).
Sole Global Coordinator:	HSBC Continental Europe
Joint Bookrunners:	ABN AMRO Bank N.V., Barclays Bank Ireland PLC, Banco Bilbao Vizcaya Argentaria, S.A., BNP PARIBAS, Deutsche Bank Aktiengesellschaft and HSBC Continental Europe
Fiscal Agent, Paying Agent and Calculation Agent:	Deutsche Bank AG, London Branch
Aggregate Principal Amount:	EUR 300,000,000
Denomination:	The Securities will be issued in denominations of EUR 200,000 each and integral multiples of EUR 1,000 in excess thereof up to (and including) EUR 399,000. **Initial Principal Amount** means the principal amount of each Security at the Issue Date being EUR 200,000 and integral multiples of EUR 1,000 in excess thereof up to (and including) EUR 399,000, without having regard to any subsequent Write-Down or Discretionary Reinstatement. **Prevailing Principal Amount** means the Initial Principal Amount as reduced from time to time by any Write-Down and as increased from time to time by any Discretionary Reinstatement.
Issue Date:	28 January 2025
Issue Price:	100%
Perpetual Securities:	The Securities will be perpetual instruments in respect of which there will be no fixed maturity or redemption date. The Issuer shall be entitled to redeem or purchase the Securities only in accordance with the provisions below, and the Holders shall have no right to require the Issuer to redeem or purchase the Securities in any circumstances.
Form of Securities:	The Securities will be issued in bearer form and shall have denominations of EUR 200,000 and integral multiples of EUR 1,000 in excess thereof, up to and including EUR 399,000. The Securities will initially be represented by a temporary global security, without interest coupons, which will be

	deposited on or about the Issue Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.
Status of the Securities:	The Securities will constitute unsecured and subordinated obligations of the Issuer and will rank *pari passu* and without any preference among themselves. The rights and claims of the Holders against the Issuer are subordinated as described in Condition 3.2 (*Subordination*). By acceptance of the Securities, each Holder will be deemed to have waived any right of set-off or counterclaim that such Holder might otherwise have against the Issuer in respect of or arising under the Securities whether prior to or in an Issuer Winding-Up.
Negative Pledge:	None
No Events of Default:	There are no events of default in respect of the Securities. However, any Holder may give written notice to the Fiscal Agent at its specified office that its Security is immediately due and payable at its Prevailing Principal Amount, together with accrued but not cancelled interest thereon, if any, to the date of payment, in the event of a liquidation of the Issuer. Liquidation may occur as a result of the winding-up of the Issuer (*ontbinding en vereffening*) or bankruptcy (*faillissement*) of the Issuer.
Interest Rate:	The Securities will bear interest at a rate per annum, equal to (subject as described in the Conditions) (i) from (and including) the Issue Date up to (but excluding) the First Reset Date 6.125% and (ii) thereafter a fixed rate of interest which will be reset on the First Reset Date and on each Reset Date thereafter as the sum of the then applicable 5 Year Mid-Swap Rate in relation to that Reset Period, plus the Margin (being 3.735% per annum), converted to a semi-annual rate in accordance with market convention (rounded to three decimal places with 0.0005 rounded upwards), payable semi-annually in arrear on each Interest Payment Date.
Margin:	3.735% per annum
Reset Dates:	The First Reset Date, the fifth (5^{th}) anniversary thereof and each subsequent fifth (5^{th}) anniversary thereof.
Interest Payment Dates:	Means 28 January and 28 July in each year, commencing on 28 July 2025.
Cancellation of Interest Payments:	If the Issuer does not make an Interest Payment (or part thereof) on the relevant Interest Payment Date, such non-payment shall evidence: (a) the cancellation of such Interest Payment in accordance with the provisions described under "*Mandatory Cancellation of Interest Payments*" below; or (b) the Issuer's exercise of its discretion otherwise to cancel such Interest Payment (or relevant part thereof) as described below.

Mandatory Cancellation of Interest Payments:

Subject to certain limited exceptions as more fully described in the Conditions, the Issuer shall be required to cancel any Interest Payment if:

(a) the Solvency Condition is not met at the time for payment of such Interest Payment, or would cease to be met immediately following, and as a result of making, such Interest Payment; or

(b) the Issuer has determined that there is non-compliance with the Solvency Capital Requirement at the time for payment of such Interest Payment, or non-compliance with the Solvency Capital Requirement would occur immediately following, and as a result of making, such Interest Payment; or

(c) the Issuer has determined that there is non-compliance with the Minimum Capital Requirement at the time for payment of such Interest Payment, or non-compliance with the Minimum Capital Requirement would occur immediately following, and as a result of making, such Interest Payment; or

(d) the amount of such Interest Payment, interest payments or distributions which have been made or which are scheduled to be paid or made on the same payment date on all Tier 1 Own Funds (excluding any such payments which do not reduce the Issuer's Distributable Items and any payments already accounted for in determining the Issuer's Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such Interest Payment Date, would exceed the amount of the Issuer's Distributable Items as at the Interest Payment Date in respect of such Interest Payment.

The Issuer shall not be required to cancel an Interest Payment where a Mandatory Interest Cancellation Event has occurred and is continuing, or would occur if payment of interest on the Securities were to be made, where:

(i) the Relevant Supervisory Authority has exceptionally waived the cancellation of Interest Payments; and

(ii) such Interest Payments do not further weaken the solvency position of the Issuer and/or the Group; and

(iii) the Minimum Capital Requirement is complied with immediately after such Interest Payment is made; and

(iv) the Mandatory Interest Cancellation Event is of the type described in paragraph Condition 4.4(b)(ii) (*Mandatory Interest Cancellation)* only.

Issuer's Distributable Items:

Has the meaning assigned to such terms in the Applicable Regulations then applicable to the Issuer. As at the Issue Date, **Issuer's Distributable Items** means, with respect to and as at any Interest Payment Date, without double-counting, an amount equal to:

(a) the retained earnings and the distributable reserves of the Issuer, calculated on an unconsolidated basis, as at the last calendar day of the then most recently ended financial year of the Issuer; plus

(b) the profit for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date; less

(c) the loss for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date,

each as defined under national law, or in the articles of association of the Issuer.

Optional Cancellation of Interest Payments: Interest on the Securities is due and payable on each Interest Payment Date, subject to the restrictions set out in the Conditions. In addition, the Issuer may at its sole and absolute discretion at any time elect to cancel any interest payment (or part thereof) which would otherwise be payable on any Interest Payment Date.

Write-Down upon Trigger Event: If a Trigger Event occurs:

(a) any interest which is accrued and unpaid up to (and including) the Write-Down Date (whether or not such interest has become due for payment) shall be automatically cancelled (it being specified that such cancellation shall not constitute a default or event of default of the Issuer for any purpose); and

(b) the Issuer shall promptly (and without the need for the consent of the Holders) write down the Securities by reducing the Prevailing Principal Amount by the Write-Down Amount (such action a **Write-Down** and **Written Down** being construed accordingly).

Any such Write-Down shall be applied in respect of each Security equally.

A Write-Down of the Securities shall not constitute a default or event of default in respect of the Securities or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Holders to petition for the insolvency or dissolution of the Issuer or to take any other action.

Following a Write-Down, Holders will be automatically deemed to waive irrevocably their rights to receive, and no longer have any rights against the Issuer with respect to, any principal amount by which the Securities have been Written-Down, save with respect to any amount subsequently reinstated pursuant to Condition 7.3 (*Discretionary Reinstatement*).

See Condition 7 (*Principal Loss Absorption*) for further information.

Trigger Event: A **Trigger Event** shall be deemed to have occurred if, at any time, the Issuer determines that any of the following has occurred:

(a) the amount of Own Funds Items eligible to cover the Solvency Capital Requirement of the Issuer determined under the Applicable Regulations is equal to or less than 75% of the Solvency Capital Requirement; or

(b) the amount of Own Funds Items eligible to cover the Minimum Capital Requirement of the Issuer determined under the Applicable Regulations is equal to or less than the Minimum Capital Requirement; or

(c) the amount of Own Funds Items eligible to cover the Solvency Capital Requirement of the Issuer has been equal to or less than the Solvency Capital Requirement for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed with regard to any initial Write-Down and as provided in Condition 7.2 with regard to any further Write-Down).

Write-Down Amount: **Write-Down Amount** is the amount of the write-down of the Prevailing Principal Amount of the Securities on the applicable Write-Down Date and will be equal to, at the determination of the Issuer:

(a) the amount that would reduce the Prevailing Principal Amount to EUR 0.01, if the relevant Trigger Event has occurred pursuant to a) or b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*) to the extent required by the Applicable Regulations that apply at the time of the relevant Trigger Event, or as otherwise required pursuant to alternative requirements under the Applicable Regulations; or

(b) together with the pro rata conversion or write-down of all other Loss Absorbing Tier 1 Instruments of the Issuer (whether or not their terms provide for full conversion or write-down, as the case may be) when compared with the Prevailing Principal Amount:

(i) the amount necessary to restore the SCR Ratio to 100%, to the extent it is below 100%; or

(ii) if the SCR Ratio cannot be restored to 100%, then the amount necessary on a linear basis to reflect the SCR Ratio where the Prevailing Principal Amount would be equal to (x) zero if the SCR Ratio were 75% and (y) the Initial Principal Amount if the SCR Ratio were 100%; or

(iii) any higher amount that would be required by the Applicable Regulations in force at the time of the Write-Down;

for each paragraph (i), (ii) and (iii) above, only if the relevant Trigger Event has occurred pursuant solely to (c) of the Trigger Event definition

in Condition 7.1 (*Write-Down upon Trigger Event*) and if such Write-Down Amount is permitted by the Applicable Regulations that apply at the time of the Trigger Event and provided that the Prevailing Principal Amount shall not be reduced below EUR 0.01. If it were not permitted by the Applicable Regulations paragraph (a) will apply.

Discretionary Reinstatement:

Following any reduction of the Prevailing Principal Amount pursuant to Condition 7 (*Principal Loss Absorption*), the Issuer may to the extent permitted by the Applicable Regulations that apply at the relevant time and provided that Condition 7.3 (*Discretionary Reinstatement*) would not cause the occurrence of a Regulatory Event, at its full discretion, increase the Prevailing Principal Amount of the Securities (a **Discretionary Reinstatement**) on one or more occasions on any date and in any amount that it determines in its discretion (either to the Initial Principal Amount or to any lower amount) provided that:

(a) the Issuer has restored compliance with the Solvency Capital Requirement and any Discretionary Reinstatement would not cause a Trigger Event to occur or the Solvency Condition to be breached;

(b) the Discretionary Reinstatement is not activated by reference to Own Funds Items issued or increased in order to restore compliance with the Solvency Capital Requirement of the Issuer;

(c) the Discretionary Reinstatement occurs only (i) on the basis of Net Profits (a) that contribute to the Issuer's Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement of the Issuer and (b) as adjusted to give due consideration to the resulting change in Own Funds Items of the Issuer and provided that the Issuer's Own Funds Items will not be lower as a result of the Discretionary Reinstatement than the Issuer's Own Funds Items would be on the same date if the equivalent amount of Net Profits were allocated to retained earnings of the Issuer and (ii) in a manner that does not undermine the loss absorbency intended by Article 71(5) of the Solvency II Regulation and does not hinder recapitalisation as required by Article 71(1)(d) of the Solvency II Regulation;

(d) the Issuer shall take such decision relating to a Discretionary Reinstatement with due consideration to the overall financial and/or solvency condition of the Issuer (including, but not limited to, the Issuer's dividend policy and capital adequacy policy in effect at the time and its most recent medium term capital management plan incorporating relevant stress scenarios) in accordance with the Applicable Regulations at such time;

(e) this will not result in the Prevailing Principal Amount of the Securities being greater than the Initial Principal Amount; and

(f) any Discretionary Reinstatement will be made on a pro rata basis among other Loss Absorbing Tier 1 Instruments of the Issuer that have been subject to a temporary write-down and only to the extent that this does not worsen the SCR Ratio of the Issuer.

A Discretionary Reinstatement may occur on one or more occasions until the Prevailing Principal Amount of the Securities has been reinstated to the Initial Principal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

Any Discretionary Reinstatement shall be applied in respect of each Security equally.

The Issuer shall inform the Relevant Supervisory Authority of any Discretionary Reinstatement and Notice of any Discretionary Reinstatement shall be given to the Holders and to Euronext Dublin in accordance with Condition 10 (*Notices*) as soon as possible and no later than five Business Days prior to the date on which such Discretionary Reinstatement becomes effective.

See Condition 7.3 (*Discretionary Reinstatement*) for further information.

Taxation: Payments on the Securities shall be made without withholding or deduction for, or on account of, any Taxes imposed or levied by or on behalf of the Netherlands or any political subdivision thereof unless the withholding or deduction of the Taxes is required by law. In that event, the Issuer will, subject to certain exceptions set out in Condition 8 (*Taxation*), pay such additional amounts in respect of Interest Payments, but not in respect of any payments of principal, as may be necessary in order that the net payment received by each Holder in respect of the Securities, after the withholding or deduction shall equal the amount which would have been received in the absence of any such withholding or deduction.

Redemption at the option of the Issuer: Provided that the Redemption and Purchase Conditions are met, the Issuer may, upon notice to Holders and the Fiscal Agent, at its option, redeem all (but not some only) of the Securities, at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date thereafter at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date of redemption.

Redemption, exchange or variation at the option of the Issuer for taxation reasons: Subject to certain conditions, if a Gross-Up Event or a Tax Deductibility Event occurs and the effect of either of the foregoing cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may, upon notice to the Holders and the Fiscal Agent either:

(a) redeem all (but not some only) of the Securities at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date of redemption; or

(b) exchange all (but not some only) of the Securities for new securities (the **Exchanged Securities**), or (ii) vary the terms of all (but not some only) of the Securities (the **Varied Securities**), so

that the Securities in respect of which a Gross-Up Event or a Tax Deductibility Event (as applicable) has occurred, have been remedied, provided that in either case the Exchanged Securities or Varied Securities (as the case may be) constitute Qualifying Tier 1 Securities of the Issuer.

Any such exchange or variation requires prior approval of the Relevant Supervisory Authority. Such exchange or variation shall be binding on the Holders and shall be notified to them as soon as practicable thereafter.

Redemption, exchange or variation for Rating Reasons:

Subject to certain conditions, if at any time a Ratings Methodology Event has occurred and is continuing, or, as a result of any change in or clarification to the methodology of any Rating Agency (or in the interpretation of such methodology), a Ratings Methodology Event will occur within the forthcoming period of six months, then the Issuer may, upon notice to Holders and the Fiscal Agent either:

(a) redeem all (but not some only) of the Securities at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date of redemption; or

(b) exchange on any Interest Payment Date all (but not some only) of the Securities for, or vary the terms of the Securities so that they become or remain, Rating Agency Compliant Securities. Any such exchange or variation requires prior approval of the Relevant Supervisory Authority.

A **Ratings Methodology Event** will be deemed to occur upon a change in, or clarification to, the methodology of any Rating Agency (or in the interpretation by the Rating Agency of such methodology) after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) as a result of which the equity content previously assigned by that Rating Agency to the Securities is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity content assigned by that Rating Agency to the Securities on or around the Issue Date or, in case of a Rating Agency other than S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited, the date on which the Rating Agency first assigns ratings to the Issuer. In this definition, equity content may refer to any other nomenclature that the relevant Rating Agency may then use to describe the contribution of the Securities to capital adequacy and financial leverage in the applicable rating methodology.

Redemption, exchange or variation for Regulatory Reasons:

Subject to certain conditions, if at any time a Regulatory Event has occurred and is continuing then the Issuer may, upon notice to Holders and the Fiscal Agent either:

(a) redeem all (but not some only) of the Securities at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date of redemption; or

(b) exchange on any Interest Payment Date all (but not some only) of the Securities for, or vary the terms of the Securities so that the Securities in respect of which a Regulatory Event has occurred, have been remedied, provided that in either case the Exchanged Securities or Varied Securities (as the case may be) constitute, Qualifying Tier 1 Securities of the Issuer.

For the avoidance of doubt, a Regulatory Event shall not be deemed to have occurred in case of a partial non-qualification of the Securities as Tier 1 Own Funds as a result of a Write-Down.

A **Regulatory Event** is deemed to have occurred if, as a result of any replacement of or change to (or change to the interpretation by the Relevant Supervisory Authority or any court or authority entitled to do so of) the Applicable Regulations after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), (i) the Issuer determines that the whole or any part of the Prevailing Principal Amount of the Securities is, or within the forthcoming period of six months will likely be, no longer capable of counting as Tier 1 Own Funds for the purposes of the Issuer on a consolidated basis, except where such non-qualification (A) is only as a result of any applicable limitation on the amount of such capital and (B) does not result from any replacement of or changes to Solvency II regarding the size of buckets of Own Funds Items, and/or (ii) in case the Applicable Regulations are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and/or global systemically important insurers (G-SII), where appropriate and/or at the designation as such by the Relevant Supervisory Authority as applicable to the Issuer, and where, following such supplement and/or amendments, the Prevailing Principal Amount of the Securities would likely not or no longer be recognised in full as Own Funds Items of the highest tier available for subordinated debt instruments after equity (regardless of the terminology used by Applicable Regulations so amended or supplemented), except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.

Clean-up Redemption: Subject to certain conditions, the Issuer may, upon notice to Holders and the Fiscal Agent, at any time after the Issue Date redeem all (but not some only) of the Securities at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption if seventy-five (75)% or more of the Securities originally issued (including any Further Securities) has been purchased and cancelled at the time of such election.

Make-whole Redemption: Subject to certain conditions, the Issuer may, upon notice to Holders and the Fiscal Agent, redeem the Securities in whole, but not in part, at any time from the date commencing five (5) years after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) to but excluding the First Call Date at the Make-whole Redemption Amount as described in Condition 6.15 (*Make-whole Redemption*).

Redemption and Purchase Conditions: Subject to certain conditions, the Securities may not be redeemed pursuant to any of the optional redemption provisions or purchased by the Issuer or any of its affiliates if:

(a) the Solvency Condition is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Solvency Condition to be breached; or

(b) the Issuer has determined that the Solvency Capital Requirement is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Solvency Capital Requirement to be breached; or

(c) the Issuer has determined that the Minimum Capital Requirement is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Minimum Capital Requirement to be breached; or

(d) an Insolvent Insurer Liquidation has occurred and is continuing; or

(e) the Regulatory Clearance Condition is not satisfied; or

(f) any additional or alternative requirements or pre-conditions to which the Issuer is otherwise subject and which may be imposed by the Relevant Supervisory Authority have not been complied with following the proposed redemption or purchase (and will continue to not be complied with following the proposed redemption or purchase).

A redemption or any purchase of the Securities by the Issuer referred to in Condition 6 (*Redemption, Exchange, Variation and Purchase*):

(a) that is within five (5) years from the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) may only be made if (A) such redemption or purchase shall be in exchange for or funded out of the proceeds of a new issuance of capital of at least the same quality as the Securities or (B):

(i) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement, after the repayment or redemption or purchase, will be exceeded by an appropriate margin taking into account the solvency position of the Issuer including the Issuer's medium-term capital management plan as provided in the Applicable Regulations; and

either

(ii) a Regulatory Event has occurred, and both of the following conditions are met:

(A) the Relevant Supervisory Authority considers the negative impact on the classification of the Securities as described in the definition of Regulatory Event to be sufficiently certain;

(B) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the occurrence of a Regulatory Event was not reasonably foreseeable at the time of issuance of the Securities or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later); or

(iii) a Gross-Up Event or a Tax Deductibility Event has occurred which the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority is material and was not reasonably foreseeable at the time of issuance of the Securities or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later),

in each case, if the Applicable Regulations make a redemption or purchase conditional thereon; or

(b) that is after the fifth (5th) anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), and before the tenth (10th) anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), or any other such period prescribed by the Applicable Regulations, the Relevant Supervisory Authority shall have confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the solvency position of the Issuer including the Issuer's medium-term capital plan), unless such redemption or purchase shall be in exchange for or funded out of the proceeds of a new issuance of capital of at least the same quality as the Securities, in each case, if the Applicable Regulations make a redemption or purchase conditional thereon.

Inapplicability Period: Notwithstanding anything to the contrary in Condition 6.6, the Issuer may waive, at any time and in its sole discretion and for whatever reason, its right to redeem, exchange or vary the Securities under any of Condition 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.9 (*Exchange or Variation for Taxation Reasons*), 6.10 (*Redemption for Regulatory Reasons*), 6.11 (*Exchange or Variation for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.13 (*Exchange or Variation for Rating Reasons*) or 6.14 (*Clean-up Redemption*), in each case for a (definite or indefinite) period of time to be determined by the Issuer (the Inapplicability Period) by notice to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), the Holders.

Purchase: Subject to certain conditions, the Issuer or any of its affiliated entities may at any time purchase Securities in any manner and at any price.

Acknowledgment of Bail-in and Write-down or Conversion Powers: By the acquisition of the Securities, each Holder (which, for the purposes of Condition 15, includes any current or future holder of a beneficial interest in the Securities), Couponholder and beneficial holder of Coupons, will acknowledge, accept, consent and agree:

(a) to be bound by the effect of the exercise of any Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due, including on a permanent basis;

(ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Securities, in which case the Holder agrees to accept in lieu of its rights under the Securities any such shares, other securities or other obligations of the Issuer or another person;

(i) the cancellation of the Securities;

(iii) the amendment or alteration of the term of the Securities or amendment of the amount of interest payable on the Securities, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and/or

(iv) any other tools and powers provided for in the Bail-in Powers,

(b) that the terms of the Securities are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

Listing and Admission to trading: Application has been made to Euronext Dublin for the Securities to be listed on the Official List and admitted to trading on its Global Exchange Market.

Meetings of Holders: The Conditions contain provisions for convening meetings of Holders (including by way of conference call, by use of a videoconference platform, or by way of a hybrid meeting) to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Holders including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority.

Rating: The Securities are expected to be rated BB+ by S&P and BBB by Fitch.

	A credit rating is not a recommendation to buy, sell or hold securities and is subject to suspension, reduction or withdrawal at any time by the assigning rating agency. A suspension, reduction or withdrawal of a credit rating assigned to Achmea may adversely affect the market price of the Securities. S&P and Fitch are established in the EU and are registered under the Regulation (EC) No 1060/2009 on credit rating agencies, as amended.
Clearing:	Clearstream Banking S.A. and Euroclear Bank SA/NV
Selling Restrictions:	The Securities have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except pursuant to an exemption from such registration. The Securities may be sold in other jurisdictions only in compliance with applicable laws and regulations. See "*Subscription and Sale*" below.
Risk Factors	There are certain factors that may affect Achmea's ability to fulfil its obligations under the Securities. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Securities and certain risks relating to the structure of the Securities. These are set out under "*Risk Factors*".
Governing Law:	Dutch law.
Use of proceeds:	The net proceeds of the Securities will be used for the general corporate purposes of the Group (which may include, without limitation, the refinancing of existing debt, including other callable capital securities, and share buy-backs).
ISIN Code:	XS2980761956
Common Code:	298076195
CFI:	DBFXPB
FISN:	ACHMEA BV/EUR NT PERP SUB

DOCUMENTS INCORPORATED BY REFERENCE

This Offering Memorandum should be read and construed in conjunction with:

(a) the audited consolidated annual financial statements of the Issuer (including the notes thereto) for the financial year ended 31 December 2022, together with the auditor's report thereon, included in the Issuer's 2022 Annual Report (the **Annual Report 2022**): https://www.achmea.nl/-/media/achmea/documenten/investors/publicaties-2022/achmea-jaarverslag-2022-eng.pdf;

(b) the audited consolidated annual financial statements of the Issuer (including the notes thereto) for the financial year ended 31 December 2023, together with the auditor's report thereon, included in the Issuer's 2023 Annual Report (the **Annual Report 2023**): https://www.achmea.nl/-/media/achmea/documenten/investors/publicaties-2023/annual-report-achmea-2023.pdf;

(c) the unaudited condensed consolidated interim financial statements of the Issuer (including the notes thereto) for the period ended 30 June 2024, together with the auditor's review report thereon, as included in the Issuer's Half Year Report 2024 (in the English language) (the **Half Year Report 2024**) on pages 13 to 50, https://www.achmea.nl/-/media/achmea/documenten/investors/publicaties-2024/half-year-report_achmea-bv_hy-2024.pdf; and

(d) the Group results on page 3 of the press release dated 15 August 2024 in relation to the publication of the unaudited condensed consolidated interim financial statements of the Issuer (including the notes thereto) for the period ended 30 June 2024, https://news.achmea.nl/download/d93d7113-72fd-4085-bf03-3811167d6651/pressrelease-achmeainterimresults2024.pdf.

(together, the **Documents Incorporated by Reference**), which have been previously published or are published simultaneously with this Offering Memorandum and which have been filed with Euronext Dublin. Such documents shall be incorporated in and form part of this Offering Memorandum, save that any statement contained in the Documents Incorporated by Reference shall be deemed to be modified or superseded for the purpose of this Offering Memorandum to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Offering Memorandum.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Offering Memorandum.

Copies of documents incorporated by reference in this Offering Memorandum may be obtained without charge from the registered office of the Issuer.

TERMS AND CONDITIONS OF THE SECURITIES

*The terms and conditions of the Securities (each a **Condition**, and together the **Conditions**) will be as follows:*

The issue of the EUR 300,000,000 Perpetual Restricted Tier 1 Temporary Write-Down Securities (the **Securities** and each a **Security**) issued by Achmea B.V. (the **Issuer**) was authorised by a resolution of the Executive Board passed on 13 January 2025 and by a resolution of the Supervisory Board passed on 10 December 2024. A fiscal, paying and calculation agency agreement dated 28 January 2025 (the **Agency Agreement**) has been entered into in relation to the Securities between the Issuer and Deutsche Bank AG, London Branch, as fiscal agent, paying agent and calculation agent (together with any substitute fiscal agent or calculation agent, as the case may be, the **Fiscal Agent** or the **Calculation Agent**).

Any reference herein to Coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons. Any reference herein to **Holders** shall mean the holders of the Securities, and shall, in relation to any Securities represented by a Security in global form (a **global Security**), be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons, and shall, unless the context otherwise requires, include the holders of the Talons.

The statements in these terms and conditions (the **Conditions**) include summaries of, and are subject to, the detailed provisions of and definitions in the Agency Agreement. Copies of the Agency Agreement are available for inspection during normal business hours by the Holders and the Couponholders at the specified office of the Fiscal Agent. The Holders and the Couponholders are deemed to have notice of, all the provisions of the Agency Agreement applicable to them.

References in these Conditions to **EUR**, **euro** or **€** shall mean the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty of Rome establishing the European Communities, as amended.

1. DEFINITIONS

For purposes hereof, the following definitions shall apply:

5 Year Mid-Swap Rate means, subject to Condition 4.2, in relation to a Reset Period and the Reset Interest Rate Determination Date in respect of such Reset Period:

(a) the mid-swap rate for euro swaps with a term of five (5) years which appears on the Screen Page, to be determined on or about 11:00 a.m. (Central European time) on such Reset Interest Rate Determination Date; or

(b) if such rate does not appear on the Screen Page at such time on such Reset Interest Rate Determination Date, the Reset Reference Bank Rate on such Reset Interest Rate Determination Date.

Additional Amounts has the meaning ascribed to it in Condition 8.1 (*Payment without withholding*).

Alternative Benchmark Rate has the meaning ascribed to it in Condition 4.2 (*Benchmark replacement*).

Alternative Screen Page has the meaning ascribed to it in Condition 4.2 (*Benchmark replacement*).

Applicable Regulations means, at any time, any legislation, rules, guidelines, recommendations or regulations (whether having the force of law or otherwise) then applying to the Issuer or the Group relating to own funds, capital resources, capital requirements, financial adequacy requirements or other prudential matters (including, but not limited to, the characteristics, features or criteria of any of the foregoing) and without limitation to the foregoing, includes (to the extent then applying as aforesaid) Solvency II and any legislation, rules, guidelines, recommendations or regulations of the Relevant Supervisory Authority or the European Insurance and Occupational Pensions Authority (or any successor authority) or any other equivalent supervisory authority relating to such matters and further includes (without limitation) the provisions of regulatory laws as applicable at the relevant point in time with respect to internationally active insurance groups (**IAIG**) and/or global systemically important insurers (**G-SII**), where appropriate and/or at the designation as such by the Relevant Supervisory Authority, as applicable to the Issuer or the Group and references in these Conditions to any matter, action or condition being required or permitted by, or in accordance with, the Applicable Regulations shall be construed in the context of the Applicable Regulations as they apply to Tier 1 capital and on the basis that the Securities are intended to continue to have the characteristics of Tier 1 Own Funds of the Issuer and/or the Group (as applicable) under the Applicable Regulations notwithstanding the occurrence of a Regulatory Event.

Assets means the non-consolidated gross assets of the Issuer as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events in such manner and to such extent as two members of the Executive Board, the auditors or, as the case may be, the liquidator (*curator*) may determine to be appropriate.

Benchmark Event means:

(a) the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(b) a public statement by the administrator of the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate that it will, by a specified date within the following six months, cease publishing the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate); or

(c) a public statement by the supervisor of the administrator of the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate that the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or

(d) a public statement by the supervisor of the administrator of the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate that means that the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences for the Fiscal Agent, the Calculation Agent, the Issuer or any other party, in each case within the following six months; or

(e) a public statement by the supervisor of the administrator of the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate that, in the view of such supervisor, (i) the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate is no longer representative of an underlying market or (ii) the methodology to calculate the 5 Year Mid-Swap Rate and/or Mid-Swap Floating Leg Benchmark Rate has materially changed; or

(f) it has become unlawful for the Fiscal Agent, any paying agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any holder of the Securities using the 5 Year Mid-Swap Rate.

Business Day means any day (other than a Saturday or a Sunday) on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open.

Calculation Amount means, initially EUR 1,000 in principal amount of each Security, or, following adjustment (if any) downwards or upwards (either to EUR 1,000 or to any lower amount) in accordance with Condition 7 (*Principal Loss Absorption*), the amount resulting from such adjustment.

Clearstream, Luxembourg has the meaning ascribed to it in Condition 2 (*Denomination, Form and Title of the Securities*).

Coupon has the meaning ascribed to it in Condition 2 (*Denomination, Form and Title of the Securities*).

Couponholder has the meaning ascribed to it in the introduction to these Conditions.

Day Count Fraction means, in respect of any relevant period, the number of days in the relevant period, from and including the date from which interest begins to accrue to but excluding the date on which it falls due, divided by the product of (1) the number of days in the Interest Period in which the relevant period falls (including the first such day but excluding the last) and (2) the number of Interest Periods normally ending in any year.

Discretionary Reinstatement has the meaning ascribed to it in Condition 7.3 (*Discretionary Reinstatement*).

Euroclear has the meaning ascribed to it in Condition 2 (*Denomination, Form and Title of the Securities*).

Exchanged Securities has the meaning ascribed to it in Condition 6.9 (*Exchange or Variation for Taxation Reasons*) and Condition 6.11 (*Exchange or Variation for Regulatory Reasons*) respectively.

Executive Board means the executive board (*Raad van Bestuur*) of the Issuer.

Extraordinary Resolution means a resolution passed at a meeting of the Holders duly convened and held in accordance with the provisions herein contained by a majority consisting of not less than 75% of the persons voting at such meeting upon a show of hands or if a poll be duly demanded then by a majority consisting of not less than 75% of the votes given on such poll.

FATCA Withholding has the meaning ascribed to it in Condition 8.1 (*Payment without withholding*).

First Call Date means 28 January 2035.

First Reset Date means the Interest Payment Date falling on 28 July 2035.

Further Securities means any further securities issued by the Issuer pursuant to Condition 13 (*Further Issues*).

Gross-Up Event has the meaning ascribed to it in Condition 6.7 (*Redemption following a Gross-Up Event*).

Group means the Issuer and its subsidiaries taken as a whole.

Group Insurance Undertaking means an Insurance Undertaking or a Reinsurance Undertaking of the Group.

Holder has the meaning ascribed to it in the introduction to these Conditions.

IA Determination Cut-off Date has the meaning ascribed to it in Condition 4.2 (*Benchmark replacement*).

Independent Adviser has the meaning ascribed to it in Condition 4.2 (*Benchmark replacement*).

Initial Principal Amount means the principal amount of each Security at the Issue Date being EUR 200,000 and integral multiples of EUR 1,000 in excess thereof up to (and including) EUR 399,000, without having regard to any subsequent Write-Down or Discretionary Reinstatement.

Insolvent Insurer Liquidation means a liquidation of any Group Insurance Undertaking that is not at that time a Solvent Insurer Liquidation.

Insurance Undertaking has the meaning ascribed to it in the Applicable Regulations.

Interest Payment means in respect of an interest payment on an Interest Payment Date, the amount of interest payable for the relevant Interest Period in accordance with Condition 4 (*Interest*).

Interest Payment Date means 28 January and 28 July in each year, commencing on 28 July 2025.

Interest Period means the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

Interest Rate has the meaning ascribed to it in Condition 4.1(a) (*General*).

Issue Date means 28 January 2025.

Issuer Winding-Up has the meaning ascribed to it in Condition 3.2 (*Subordination*).

Issuer's Distributable Items has the meaning assigned to such term in the Applicable Regulations then applicable to the Issuer. As at the Issue Date, **Issuer's Distributable Items** means, with respect to and as at any Interest Payment Date, without double-counting, an amount equal to:

(a) the retained earnings and the distributable reserves of the Issuer, calculated on an unconsolidated basis, as at the last calendar day of the then most recently ended financial year of the Issuer; plus

(b) the profit for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date; less

(c) the loss for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date,

each as defined under national law, or in the articles of association of the Issuer.

Junior Obligations means any present and future classes of share capital of the Issuer, other than any class of preferred share capital that qualifies as a Parity Obligation or as a Senior Obligation, and any present and future unsecured, subordinated obligations of the Issuer which rank, or are expressed to be ranking, junior to its obligations to the Holders in respect of the Securities.

Liabilities means the non-consolidated gross liabilities of the Issuer as shown by the then latest published audited balance sheet of the Issuer, but adjusted for contingencies and for subsequent events in such manner and to such extent as two members of the Executive Board, the auditors or, as the case may be, the liquidator (curator) may determine to be appropriate.

Loss Absorbing Tier 1 Instruments means instruments meeting the requirements to be classified as restricted Tier 1 Own Funds under the Solvency II Regulation, however, for the avoidance of doubt, excluding any instruments that in their terms do not include a principal loss absorption mechanism (such as conversion or write-down) that is activated by a trigger event set by reference to the Solvency Capital Requirement.

Mandatory Interest Cancellation Event has the meaning ascribed to it in Condition 4.4(b) (*Mandatory Interest Cancellation*).

Margin means 3.735% per annum.

Mid-Swap Floating Leg Benchmark Rate has the meaning ascribed to it in Condition 4.2 (*Benchmark replacement*).

Mid-Swap Rate Quotations means the arithmetic mean of the bid and ask rates for the annual fixed leg (calculated on a 30/360 day count basis) of a fixed-for-floating euro interest rate swap transaction which:

(a) has a term of 5 years commencing on the relevant Reset Date;

(b) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and

(c) has a floating leg based on the six-month EURIBOR rate (calculated on an Actual/360 day count basis).

Minimum Capital Requirement

(a) means the consolidated Group Solvency Capital Requirement as referred to in the second subparagraph of Article 230(2) of the Solvency II Directive; or

(b) has any other meaning as may be given thereto under the Applicable Regulations;

Net Profits means the net profits of the Group as set out in the audited annual accounts of the Group adopted in each case by the Group's general meeting (or such other means of communication as determined by the Group at such time) pertaining for the preceding one or more financial year(s) of the Group.

Own Funds Items means the amount of eligible "own funds-items" (or any equivalent terminology employed by the Applicable Regulations) of the Issuer on a consolidated basis.

Parity Obligations means any present and future obligations of the Issuer ranking, or expressed to be ranking, *pari passu* with its obligations to the Holders in respect of the Securities, including, but not limited to, the EUR 500,000,000 Perpetual Restricted Tier 1 Temporary Write-Down Securities issued on 24 September 2019 (ISIN: XS2056490423).

Policyholder Claims means claims of policyholders in a liquidation of a Group Insurance Undertaking to the extent that those claims relate to any debt to which the Group Insurance Undertaking is, or may become, liable to a policyholder pursuant to a contract of insurance.

Prevailing Principal Amount means the Initial Principal Amount as reduced from time to time by any Write-Down and as increased from time to time by any Discretionary Reinstatement.

Qualifying Tier 1 Securities means securities issued by the Issuer or otherwise being obligations of the Issuer or another member of the Group with a guarantee by the Issuer that:

(a) have terms not materially less favourable to an investor than the terms of the Securities (as reasonably determined by the Issuer in consultation with an independent investment bank, consulting firm or comparable expert of international standing);

(b) subject to paragraph (a) above:

  (i) contain terms which comply with the then current requirements of the Relevant Supervisory Authority in relation to Tier 1 Own Funds;

  (ii) bear the same Prevailing Principal Amount and rate of interest from time to time applying to the Securities and preserve the Interest Payment Dates;

  (iii) contain terms providing for the cancellation of payments of interest only if such terms are not materially less favourable to an investor than the cancellation provisions contained in the original terms of the Securities;

  (iv) rank *pari passu* with the Securities;

  (v) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Securities, including (without limitation) as to timing of, and amounts payable upon, such redemption, provided that such Qualifying Tier 1 Securities may not be redeemed by the Issuer prior to the First Call Date (save for redemption, exchange or variation on terms analogous with Condition 6 (*Redemption, Exchange, Variation and Purchase*));

  (vi) preserve any existing rights under these Conditions to any accrued interest and any other amounts payable under the Securities which, in each case, has accrued to Holders of the Securities and not been paid (but without prejudice to any right of the Issuer subsequently to cancel any such rights so preserved in accordance with the terms of the Qualifying Tier 1 Securities); and

(c) are listed or admitted to trading on Euronext Dublin or such other stock exchange as selected by the Issuer in consultation with the Fiscal Agent.

Rating Agency means S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited or any successor, affiliate or replacement thereto and any other credit rating agency of equivalent international standing solicited by the Issuer to grant a credit rating to the Issuer.

Rating Agency Compliant Securities means securities issued by the Issuer or otherwise being obligations of the Issuer or another member of the Group with a guarantee by the Issuer that are:

(a) Qualifying Tier 1 Securities; and

(b) assigned by the Rating Agency substantially the same equity content or, at the absolute discretion of the Issuer, a lower equity content (provided such equity content is still higher than the equity content assigned to the Securities after the occurrence of the Ratings Methodology Event) as that which was assigned by the Rating Agency to the Securities on or around the Issue Date or, in case of a Rating Agency other than S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited or any successor, the date on which the Rating Agency first assigns equity content to the Securities.

A **Ratings Methodology Event** will be deemed to occur upon a change in, or clarification to, the methodology of any Rating Agency (or in the interpretation by the relevant Rating Agency of such methodology) after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) as a result of which the equity content previously assigned by that Rating Agency to the Securities is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity content assigned by that Rating Agency to the Securities on or around the Issue Date or, in case of a Rating Agency other than S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited, the date on which the relevant Rating Agency first assigns equity content to the Securities. In this definition, equity content may refer to any other nomenclature that the relevant Rating Agency may then use to describe the contribution of the Securities to capital adequacy and financial leverage in the applicable rating methodology.

Redemption and Purchase Conditions has the meaning ascribed to it in Condition 6.2 (*Conditions to Redemption and Purchase*).

the **Regulatory Clearance Condition** being satisfied means, in respect of any proposed act on the part of the Issuer or the Group, the Relevant Supervisory Authority having approved, having given permission or consented to, or having been given due notification of and not having objected to (if and to the extent applicable), such act (in any case only if and to the extent required by the Relevant Supervisory Authority or the Applicable Regulations (on the basis that the Securities are intended to qualify as Tier 1 Own Funds) at the relevant time).

Regulatory Event has the meaning ascribed to it in Condition 6.10 (*Redemption for Regulatory Reasons*).

Reinsurance Undertaking has the meaning ascribed to it in the Applicable Regulations.

Relevant Coupons has the meaning ascribed to it in Condition 5.5 (*Deduction for unmatured Coupons*).

Relevant Supervisory Authority means any existing or future regulator or other authority having primary supervisory authority with respect to prudential matters in relation to the Issuer.

As at the Issue Date, the Relevant Supervisory Authority is the Dutch Central Bank (*De Nederlandsche Bank N.V.* or **DNB**).

Reset Date means the First Reset Date, the fifth (5th) anniversary thereof and each subsequent fifth (5th) anniversary thereof.

Reset Period means each period from (and including) a Reset Date to (but excluding) the next succeeding Reset Date.

Reset Interest Rate Determination Date means, in respect of each Reset Period, the second Business Day prior to the start of each Reset Period.

Reset Reference Bank Rate means, with respect to a Reset Interest Rate Determination Date, the percentage rate determined on the basis of the Mid-Swap Rate Quotations provided at the request of the Issuer or a third party appointed by the Issuer for this purpose on its behalf by the Reset Reference Banks to the Fiscal Agent at approximately 11:00 a.m. (Central European time) on such Reset Interest Rate Determination Date. If at least three quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two quotations are provided, the Reset Reference Bank Rate will be the arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be (i) in the case of the Reset Period commencing on the First Reset Date, the mid-swap rate for euro swaps with a term of 5 years as determined on the pricing date of the Securities, being 2.383% per annum or (ii) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the 5 Year Mid-Swap Rate that appeared on the most recent Screen Page that was available.

Reset Reference Banks means six leading swap dealers in the interbank market selected by the Issuer or a third party appointed by the Issuer.

SCR Ratio means the sum of all Own Funds Items divided by the Solvency Capital Requirement, using the latest available values.

Screen Page means Bloomberg page "EUSA5" or such other page as may replace it on Bloomberg or, as the case may be, on such other information service that may replace Bloomberg, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates comparable to the relevant 5 Year Mid-Swap Rate.

Securities Settlement System has the meaning ascribed to it in Condition 2 (*Denomination, Form and Title of the Securities*).

Senior Obligations means any present and future obligations to creditors of the Issuer (a) who are unsubordinated creditors of the Issuer or (b) whose claims are, or are expressed to be, subordinated to the claims of unsubordinated creditors of the Issuer (such subordinated claims including any claims with respect to instruments that qualify as Tier 2 Own Funds or Tier 3 Own Funds (in each case whether or not such securities count as Tier 2 Own Funds or Tier 3 Own Funds, respectively, at the time) of the Issuer), including, but not limited to, the remaining outstanding €393,493,000 Fixed to Floating Undated (Perpetual) Subordinated Option B Notes issued on 4 February 2015 (ISIN: XS1180651587), the €250,000,000 Tier 2 Subordinated Fixed Rate Reset Notes due 24 September 2039 issued on 24 September 2019 (ISIN: XS2056491660), the €300,000,000 Tier 2 Subordinated Fixed Rate Reset Notes due 26 December 2043 issued on 26 June 2023 (ISIN: XS2637069357) and the €750,000,000 Tier 2

Subordinated Fixed Rate Reset Notes due 2 November 2044 issued on 2 May 2024 (ISIN: XS2809859536), each issued under the Issuer's Programme for the Issuance of Debt Instruments, other than those obligations that are, or are expressed to rank, *pari passu* with or junior to its obligations to the Holders in respect of the Securities.

Solvency II means the Solvency II Directive and any implementing measures adopted pursuant to the Solvency II Directive as amended or replaced from time to time (for the avoidance of doubt, whether implemented by way of Regulation, Implementing Technical Standards or by further Directives, Q&As or guidelines published by the European Insurance and Occupational Pensions Authority (or any successor entity), the Relevant Supervisory Authority or otherwise) including, without limitation, the Solvency II Regulation.

Solvency II Directive means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II) as published by the European Commission, as amended by Directive (EU) 2025/2 of the European Parliament and of the Council of 27 November 2024.

Solvency II Regulation means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing the Solvency II Directive, as amended.

Solvency Capital Requirement means the consolidated group Solvency Capital Requirement pursuant to the Applicable Regulations (regardless of the terminology used by the Applicable Regulations).

Solvency Condition means that (a) the Issuer is able to pay its debts to its unsubordinated and unsecured creditors as they fall due and (b) the Issuer's Assets exceed its Liabilities (including Liabilities that are, or are expressed to be, subordinated (whether only in the event of an Issuer Winding-Up or otherwise) to the claims of unsubordinated creditors of the Issuer (such subordinated claims including any claims with respect to instruments that qualify as Tier 2 Own Funds or Tier 3 Own Funds (in each case whether or not such securities count as Tier 2 Own Funds or Tier 3 Own Funds, respectively, at the time) of the Issuer), other than to those whose claims are in respect of Parity Obligations or Junior Obligations).

Solvent Insurer Liquidation means a liquidation of any Group Insurance Undertaking where the Issuer has determined, acting reasonably, that all Policyholder Claims of such Group Insurance Undertaking will be met.

Supervisory Board means the supervisory board (*raad van commissarissen*) of the Issuer.

Talon has the meaning ascribed to it in Condition 2 (*Denomination, Form and Title of the Securities*).

Tax Deductibility Event has the meaning ascribed to it in Condition 6.8 (*Redemption following a Tax Deductibility Event*).

Tax Law Change means any change in, or amendment to, the laws or regulations of the Netherlands or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, including any such change as a consequence of case law, which change or amendment becomes effective on or after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later).

Taxes has the meaning ascribed to it in Condition 8.1 (*Payment without withholding*).

Tier 1 Own Funds has the meaning ascribed to it in the Applicable Regulations from time to time.

Tier 2 Own Funds has the meaning ascribed to it in the Applicable Regulations from time to time.

Tier 3 Own Funds has the meaning ascribed to it in the Applicable Regulations from time to time.

Trigger Event has the meaning ascribed to it in Condition 7.1 (*Write-Down upon Trigger Event*).

Varied Securities has the meaning ascribed to it in Condition 6.9 (*Exchange or Variation for Taxation Reasons*) and Condition 6.11 (*Exchange or Variation for Regulatory Reasons*) respectively.

Write-Down and **Written Down** each have the meaning ascribed to it in Condition 7.2 (*Write-Down procedure*).

Write-Down Amount is the amount of the write-down of the Prevailing Principal Amount of the Securities on the applicable Write-Down Date and will be equal to, at the determination of the Issuer:

(a) the amount that would reduce the Prevailing Principal Amount to EUR 0.01, if the relevant Trigger Event has occurred pursuant to a) or b) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*) to the extent required by the Applicable Regulations that apply at the time of the relevant Trigger Event, or as otherwise required pursuant to alternative requirements under the Applicable Regulations; or

(b) together with the *pro rata* conversion or write-down of all other Loss Absorbing Tier 1 Instruments of the Issuer (whether or not their terms provide for full conversion or write-down, as the case may be) when compared with the Prevailing Principal Amount:

  (i) the amount necessary to restore the SCR Ratio to 100%, to the extent it is below 100%; or

  (ii) if the SCR Ratio cannot be restored to 100%, then the amount necessary on a linear basis to reflect the SCR Ratio where the Prevailing Principal Amount would be equal to (x) zero if the SCR Ratio were 75% and (y) the Initial Principal Amount if the SCR Ratio were 100%; or

  (iii) any higher amount that would be required by the Applicable Regulations in force at the time of the Write-Down;

for each paragraph (i), (ii) and (iii) above, only if the relevant Trigger Event has occurred pursuant solely to (c) of the Trigger Event definition in Condition 7.1 (*Write-Down upon Trigger Event*) and if such Write-Down Amount is permitted by the Applicable Regulations that apply at the time of the Trigger Event, and provided that the Prevailing Principal Amount shall not be reduced below EUR 0.01. If it were not permitted by the Applicable Regulations paragraph (a) will apply.

Write-Down Date means any date on which a reduction of the Prevailing Principal Amount will take effect.

Write-Down Notice means a notice which specifies (i) that a Trigger Event has occurred, (ii) the Write-Down Amount and (iii) the Write-Down Date. Any such notice shall be accompanied by a certificate signed by an authorised officer of the Issuer stating that a Trigger Event has occurred and setting out the method of calculation of the relevant Write-Down Amount attributable to the Securities.

Write-Down Testing Date means the date falling three months after the occurrence of a Trigger Event pursuant to Condition 7.1(c) and each subsequent three-month anniversary of the date thereof or any other date determined by the Relevant Supervisory Authority according to the Applicable Regulations, until compliance with the Solvency Capital Requirement has been re-established, or as otherwise required according to the Applicable Regulations.

2. DENOMINATION, FORM AND TITLE OF THE SECURITIES

The Securities are in bearer form and, in the case of definitive Securities, serially numbered and with interest coupons (**Coupons**) and talons for further Coupons (**Talons**) attached.

Subject as set out below, title to the Securities and Coupons will pass by delivery (*levering*). Except as ordered by a court of competent jurisdiction or as required by law or applicable regulations, the Issuer and the Fiscal Agent may deem and treat the bearer of any Security or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Security, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Securities is represented by a global Security held on behalf of Clearstream Banking S.A. (**Clearstream, Luxembourg**) and/or Euroclear Bank SA/NV (**Euroclear**) (together; the **Securities Settlement System**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of the Securities Settlement System as the holder of a particular nominal amount of such Securities (in which regard any certificate or other document issued by the Securities Settlement System as to the nominal amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Fiscal Agent as the holder of such nominal amount of such Securities for all purposes other than with respect to the payment of principal or interest on the Securities, for which purpose the bearer of the relevant global Security shall be treated by the Issuer and the Fiscal Agent as the holder of such Securities in accordance with and subject to the terms of the relevant global Security (and the expression Holder and related expressions shall be construed accordingly). Securities which are represented by a global Security held by a common depositary or a common safekeeper for the Securities Settlement System will be transferable only in accordance with the rules and procedures for the time being of the Securities Settlement System.

The Securities are issued in denominations of EUR 200,000 and integral multiples of EUR 1,000 in excess thereof up to (and including) EUR 399,000 and can only be settled through the Securities Settlement System in nominal amounts equal to a whole denomination (or a whole multiple thereof).

3. STATUS AND SUBORDINATION OF THE SECURITIES AND SET-OFF

3.1 Status

The Securities constitute unsecured and subordinated obligations of the Issuer. The rights and claims of the Holders are subordinated as described in Condition 3.2 (*Subordination*).

3.2 Subordination

The rights and claims (if any) of the Holders to payment of the Prevailing Principal Amount of the Securities and any other amounts in respect of the Securities (including any accrued interest or damages awarded for breach of any obligations under these Conditions, if any are payable) shall, in the event of (i) insolvency (*faillissement*) of the Issuer, (ii) moratorium (*surseance van betaling*) being applied to the Issuer, (iii) dissolution (*ontbinding*) of the Issuer or (iv) liquidation (*vereffening*) of the Issuer (such events (i) through (iv) each being an **Issuer Winding-Up**) rank, in each case in accordance with and subject to mandatory applicable law:

(a) junior to the rights and claims of creditors in respect of Senior Obligations;

(b) *pari passu* without any preference among themselves and with all rights and claims of creditors in respect of Parity Obligations; and

(c) senior only to the rights and claims of creditors in respect of Junior Obligations.

By virtue of such subordination, payments to a Holder will, in the event of an Issuer Winding-Up, only be made after all Senior Obligations of the Issuer have been satisfied. There will be no negative pledge in respect of the Securities.

3.3 Waiver of Set-Off

By acceptance of the Securities, each Holder will be deemed to have waived any right of set-off or counterclaim that such Holder might otherwise have against the Issuer in respect of or arising under the Securities whether prior to or in an Issuer Winding-Up. Notwithstanding the preceding sentence, if any of the rights and claims of any Holder in respect of or arising under or in connection with the Securities are discharged by set-off, such Holder will, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer or, if applicable, the liquidator (*curator*) or administrator (*bewindvoerder*) of the Issuer and, until such time as payment is made, will hold a sum equal to such amount for the Issuer or, if applicable, the liquidator (*curator*) or administrator (*bewindvoerder*) in an Issuer Winding-Up. Accordingly, any such discharge will be deemed not to have taken place.

4. INTEREST

4.1 General

(a) Subject to Condition 4.4 (*Interest Cancellation*), the Securities bear interest on their Prevailing Principal Amount (i) at a fixed rate of 6.125% per annum from (and including) the Issue Date to (but excluding) the First Reset Date, and (ii) thereafter at a fixed rate of interest which will be reset on each Reset Date, to be calculated by the Calculation Agent as the sum of the applicable 5 Year Mid-Swap Rate in relation to that Reset Period, plus the Margin, converted to a semi-annual rate in accordance with market convention (rounded to three decimal places with 0.0005 rounded upwards) (the **Interest Rate**), payable semi-annually in arrear on each Interest Payment Date.

(b) The Calculation Agent will cause the Interest Rate for each Interest Period to be notified to the Issuer and to Euronext Dublin and any other stock exchange on which the Securities are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be given to the Holders in accordance with Condition 10 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. For the purposes of this paragraph, the expression 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 and Amsterdam.

(c) On each Interest Payment Date, the Issuer shall pay interest on the Securities accrued to that date in respect of the Interest Period ending immediately prior to such Interest Payment Date in equal semi-annual instalments, subject to the provisions of Condition 4.4 (*Interest Cancellation*) below.

(d) If interest is required to be calculated for a period other than an Interest Period, such interest shall be calculated by applying the Interest Rate to the Prevailing Principal Amount, multiplying such sum by the Day Count Fraction, and rounding the resultant figure to the nearest Euro cent, with half of a Euro cent being rounded upwards.

Interest in respect of the Securities shall be calculated per Calculation Amount.

(e) Subject to cancellation of interest (in whole or in part) as provided herein, the Securities will cease to bear interest from and including the due date for redemption unless payment of the principal in respect of the Securities is improperly withheld or refused on such date or unless default is otherwise made in respect of the payment. In such event, the Securities will continue to bear interest at the relevant Interest Rate on their remaining unpaid amount until the day on which all sums due in respect of the Securities up to (but excluding) that day are received by or on behalf of the relevant Holder.

4.2 Benchmark replacement

(a) Notwithstanding the provisions above in Condition 4.1 (*General*), if a Benchmark Event occurs in relation to the 5 Year Mid-Swap Rate as a result of the 5 Year Mid-Swap Rate and/or the six-month EURIBOR rate (the **Mid-Swap Floating Leg Benchmark Rate**) ceasing to be calculated or administered, then the following provisions shall apply:

(i) the Issuer shall use reasonable endeavours to appoint an independent financial institution of international repute or an independent financial advisor with appropriate expertise (the **Independent Adviser**) to determine an alternative rate (the **Alternative Benchmark Rate**) and an alternative screen page or source (the **Alternative Screen Page**) no later than three Business Days prior to the Reset Interest Rate Determination Date relating to the next succeeding Reset Period (the **IA Determination Cut-off Date**) for purposes of determining the 5 Year Mid-Swap Rate for all future Reset Periods (subject to the subsequent operation of this Condition 4.2(a));

(ii) the Alternative Benchmark Rate shall be such rate as the Independent Adviser determines has replaced the 5 Year Mid-Swap Rate in customary market usage for purposes of determining a 5-year mid-swap rate denominated in Euro, or, if the Independent Adviser determines that there is no such rate, such other rate as the Independent Adviser determines is most comparable to the 5-year Mid-Swap Rate, and the Alternative Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;

(iii) if the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser appointed by it fails to determine an Alternative Benchmark Rate and Alternative Screen Page prior to the IA Determination Cut-off Date in accordance with Condition 4.2(a)(ii) above, then the Issuer (in consultation with the Fiscal Agent or the Independent Adviser where appointed but unable to determine whether an Alternative Benchmark Rate is available and acting in good faith and a commercially reasonable manner) may determine which (if any) rate has replaced the 5 Year Mid-Swap Rate in customary market usage for purposes of determining a 5-year mid-swap rate denominated in Euro, or, if it determines that there is no such rate, which (if any) rate is most comparable to the 5 Year Mid-Swap Rate, and the Alternative Benchmark Rate

shall be the rate so determined by the Issuer and the Alternative Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate; provided, however, that if this Condition 4.2(a)(iii) applies and the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Screen Page prior to the Reset Interest Rate Determination Date relating to the next succeeding Reset Period in accordance with this Condition 4.2(a)(iii), the 5 Year Mid-Swap Rate applicable to such Reset Period shall be equal to (i) in respect of the Reset Period commencing on the First Reset Date the mid-swap rate for euro swaps with a term of 5 years as determined on the pricing date of the Securities, being 2.383% per annum and (ii) in respect of any other Reset Period, the 5 Year Mid-Swap Rate that appeared on the most recent Screen Page that was available;

(iv) if an Alternative Benchmark Rate and Alternative Screen Page is determined in accordance with the preceding provisions, such Alternative Benchmark Rate and Alternative Screen Page shall be the reference rate (5 Year Mid-Swap Rate) and the Screen Page in relation to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 4.2(a));

(v) if the Independent Adviser or the Issuer in consultation with the Independent Adviser determines an Alternative Benchmark Rate in accordance with the above provisions, the Independent Adviser or the Issuer in consultation with the Independent Adviser (as the case may be), may also determine any necessary changes to the Alternative Benchmark Rate, the mid-swap floating leg benchmark rate, the day count fraction, the business day convention, the Business Days and/or the Reset Interest Rate Determination Date applicable to the Securities (including any necessary adjustment factor that is necessary to make the 5 Year Mid-Swap Rate comparable to a 5-year mid-swap rate based on the six-month EURIBOR rate), and the method for determining the fallback rate in relation to the Securities, in order to follow market practice in relation to the Alternative Benchmark Rate, which changes shall be deemed to apply to the Securities for all future Reset Periods (subject to the subsequent operation of this Condition 4.2(a)); and

(vi) the Issuer shall, promptly following the determination of any Alternative Benchmark Rate and Alternative Screen Page, give notice thereof and of any changes which are deemed to apply to the Securities pursuant to Condition 4.2(a)(v) above in accordance with Condition 10 (*Notices*) to the holders of the Securities, to the Fiscal Agent and the Calculation Agent and to each listing authority and/or stock exchange (or listing agent as the case may be) by which the Securities have then been admitted to listing and trading.

(b) If the operation of the above provisions would cause the Securities to cease qualifying as Tier 1 Own Funds by reason of the level of the substitute or successor rate (as confirmed by a certificate signed by two (2) managing directors of the Issuer), the Margin will be adjusted to such extent as is necessary (as confirmed by the same certificate signed by two (2) managing directors of the Issuer) to ensure continued qualification as Tier 1 Own Funds, provided that the Margin shall never be negative.

Notwithstanding any other provision of this Condition 4.2, no substitute or successor rate will be adopted, nor will any other amendment to the terms of the Securities be made, if and to the extent that, as confirmed by a certificate signed by two (2) managing directors of the Issuer, the same would cause the Securities to cease qualifying as Tier 1 Own Funds of the Issuer or as other equivalent regulatory capital of the Issuer under the Applicable Regulations.

Any certificate referred to above signed by two (2) authorized persons of the Issuer shall, in the absence of manifest error, be treated and accepted by the Issuer, the holders of the Securities and all other interested parties as correct and sufficient evidence thereof, shall be binding on all such persons and the Fiscal Agent shall be entitled to rely on such certificate without liability to any person.

4.3 Calculation Agent

(a) The Agency Agreement provides that the Issuer may at any time terminate the appointment of the Calculation Agent and appoint a substitute Calculation Agent provided that so long as any of the Securities remain outstanding there shall at all times be a Calculation Agent for the purposes of the Securities having a specified office in a major European city. In the event of the appointed office of any bank being unable or unwilling to continue to act as the Calculation Agent or failing duly to determine the Interest Rate, the Issuer shall appoint the European office of another leading bank engaged in the Amsterdam or London interbank market to act in its place. The Calculation Agent may not resign its duties or be removed without a successor having been appointed in line with the Agency Agreement.

(b) All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4 (*Interest*) by the Calculation Agent will (in the absence of default, bad faith or manifest error) be final and binding on the Issuer and all Holders and (in the absence of default, bad faith or manifest error) no liability to the Issuer or the Holders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 4 (*Interest*).

4.4 Interest Cancellation

(a) Optional Cancellation of Interest Payments

Subject to Condition 4.4(b) (*Mandatory Interest Cancellation*), the Issuer may, at its sole and absolute discretion at any time elect to cancel in full or in part any Interest Payment which would otherwise be due and payable on any Interest Payment Date.

(b) Mandatory Interest Cancellation

To the extent required by the Applicable Regulations in order for the Securities to qualify as Tier 1 Own Funds from time to time and save as otherwise permitted pursuant to Condition 4.4(c) (*Exceptional Waiver of Interest Cancellation*), the Issuer shall be required to cancel any Interest Payment on the Securities in accordance with this Condition 4, if:

(i) the Solvency Condition is not met at the time for payment of such Interest Payment, or would cease to be met immediately following, and as a result of making, such Interest Payment; or

(ii) the Issuer has determined that there is non-compliance with the Solvency Capital Requirement at the time for payment of such Interest Payment, or non-compliance with the Solvency Capital Requirement would occur immediately following, and as a result of making, such Interest Payment; or

(iii) the Issuer has determined that there is non-compliance with the Minimum Capital Requirement at the time for payment of such Interest Payment, or non-compliance with the Minimum Capital Requirement would occur immediately following, and as a result of making, such Interest Payment; or

(iv) the amount of such Interest Payment, interest payments or distributions which have been made or which are scheduled to be paid or made on the same payment date on all Tier 1 Own Funds (excluding any such payments which do not reduce the Issuer's Distributable Items and any payments already accounted for in determining the Issuer's Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such Interest Payment Date, would exceed the amount of the Issuer's Distributable Items as at the Interest Payment Date in respect of such Interest Payment,

each of the events or circumstances described in Conditions 4.4(b)(i) to (iv) (inclusive) above being a **Mandatory Interest Cancellation Event**.

(c) Exceptional Waiver of Interest Cancellation

An Interest Payment shall not be cancelled upon occurrence of a Mandatory Interest Cancellation Event, in whole or in part (as applicable) in relation to an Interest Payment (or such part thereof) if cumulatively:

(i) the Relevant Supervisory Authority has exceptionally waived the cancellation of Interest Payments; and

(ii) such Interest Payments do not further weaken the solvency position of the Issuer and/or the Group; and

(iii) the Minimum Capital Requirement is complied with immediately after such Interest Payment is made; and

(iv) the Mandatory Interest Cancellation Event is of the type described in paragraph (ii) of such definition only.

(d) Non-cumulative Interest

Any Interest Payment which is not paid on any Interest Payment Date shall not accumulate or be payable at any time thereafter, and such non-payment will not constitute a default or an event of default by the Issuer for any purpose, and the Holders shall have no right thereto.

If the Issuer fails to make any Interest Payment on an Interest Payment Date, such non-payment shall evidence that the Issuer has elected, or is required, to cancel such Interest Payment in accordance with the foregoing provisions.

(e) Notice of Cancellation

If practicable under the circumstances, the Issuer shall give not less than five (5) nor more than thirty (30) Business Days' prior notice to the Holders in accordance with Condition 10 (*Notices*) of any optional or mandatory cancellation of any Interest Payment under the Securities on any Interest Payment Date.

So long as the Securities are listed on Euronext Dublin and the rules of such stock exchange so require, notice of any such cancellation shall also be given as soon as reasonably practicable to such stock exchange.

This notice will not be a condition to the cancellation of any Interest Payment. Any delay or failure by the Issuer to give such notice shall not affect the cancellation described above nor constitute a default or event of default by the Issuer for any purpose.

5. PAYMENTS

5.1 Principal

Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Securities at the specified office of any paying agent outside the United States by transfer to a Euro account (or other account to which Euro may be credited or transferred) maintained by the payee with a bank in a city in which banks have access to T2.

5.2 Interest

Payments of interest shall, subject to Condition 5.7 (*Payments other than in respect of matured Coupons*) below, be made only against presentation and (provided that payment is made in full) surrender of the appropriate Coupons at the specified office of any paying agent outside the United States in the manner described in Condition 5.1 (*Principal*) above.

5.3 Global Form

Payments of principal and interest (if any) in respect of Securities represented by a global Security will (subject as provided below) be made in the manner specified above in relation to definitive Securities and otherwise in the manner specified in the relevant global Security, where applicable, against presentation or surrender, as the case may be, of such global Security at the specified office of any paying agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such global Security either by such paying agent to which it was presented or in the records of relevant Securities Settlement System.

The holder of a global Security shall be the only person entitled to receive payments in respect of Securities represented by such global Security and the Issuer will be discharged by payment to, or to the order of, the holder of such global Security in respect of each amount so paid. Each of the persons shown in the records of relevant Securities Settlement System as the beneficial holder of a particular nominal amount of Securities represented by such global Security must look solely to the relevant Securities Settlement System, for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Security. No person other than the holder of such global Security shall have any claim against the Issuer in respect of any payments due on that global Security.

5.4 Payments subject to fiscal or other laws

All payments in respect of the Securities are subject in all cases to any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*).

5.5 Deduction for unmatured Coupons

If a Security is presented without all unmatured Coupons relating thereto, then:

(a) if the aggregate amount of the missing Coupons is less than or equal to the amount of principal due for payment, a sum equal to the aggregate amount of the missing Coupons will be deducted from the amount of principal due for payment; provided, however, that if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of such missing Coupons which the gross amount actually available for payment bears to the amount of principal due for payment;

(b) if the aggregate amount of the missing Coupons is greater than the amount of principal due for payment:

(i) so many of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the **Relevant Coupons**) being equal to the amount of principal due for payment; provided, however, that where this sub-paragraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and

(ii) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the amount of principal due for payment) will be deducted from the amount of principal due for payment; provided, however, that, if the gross amount available for payment is less than the amount of principal due for payment, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the amount of principal due for payment) which the gross amount actually available for payment bears to the amount of principal due for payment.

Each sum of principal so deducted shall be paid in the manner provided in Condition 5.1 (*Principal*) above against presentation and (provided that payment is made in full) surrender of the relevant missing Coupons at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8.1 (*Payment without withholding*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 11 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due. No payments will be made in respect of void Coupons.

5.6 Payments on Business Days

If the due date for payment of any amount in respect of any Security or Coupon is not a Business Day in the place of presentation, the Holder shall not be entitled to payment in such place of the amount due until the next succeeding Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

5.7 Payments other than in respect of matured Coupons

Payments of interest other than in respect of matured Coupons shall be made only against presentation of the relevant Securities at the specified office of any paying agent outside the United States.

5.8 Partial payments

If the Fiscal Agent makes a partial payment in respect of any Security or Coupon presented to it for payment, the Fiscal Agent will endorse thereon a statement indicating the amount and the date of such payment.

6. REDEMPTION, EXCHANGE, VARIATION AND PURCHASE

6.1 No Redemption Date

The Securities are perpetual Securities in respect of which there is no fixed maturity or redemption date. The Issuer shall be entitled to redeem or purchase the Securities only in accordance with the provisions below. The Securities are not redeemable at the option of the Holders at any time.

6.2 Conditions to Redemption and Purchase

To the extent required by the Applicable Regulations in order for the Securities to qualify as Tier 1 Own Funds from time to time, the Securities may not be redeemed pursuant to any of the optional redemption provisions referred to below under Condition 6.6 (*Redemption at the Option of the Issuer*), 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.10 (*Redemption for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.14 (*Clean-up Redemption*) or 6.15 (*Make-whole Redemption*) or purchased by the Issuer or any of its affiliates pursuant to Condition 6.18 (*Purchases*), if:

(a) the Solvency Condition is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Solvency Condition to be breached; or

(b) the Issuer has determined that the Solvency Capital Requirement is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Solvency Capital Requirement to be breached; or

(c) the Issuer has determined that the Minimum Capital Requirement is not met immediately prior to the redemption or purchase of the Securities (as applicable) or the redemption or purchase (as applicable) would cause the Minimum Capital Requirement to be breached; or

(d) an Insolvent Insurer Liquidation has occurred and is continuing; or

(e) the Regulatory Clearance Condition is not satisfied; or

(f) any additional or alternative requirements or pre-conditions to which the Issuer is otherwise subject and which may be imposed by the Relevant Supervisory Authority have not been complied with following the proposed redemption or purchase (and will continue to not be complied with following the proposed redemption or purchase),

and is each continuing on the relevant redemption or purchase date (the conditions set out in Condition 6.2(a) to 6.2(d) (*Conditions to Redemption and Purchase*) (inclusive) being the **Redemption and Purchase Conditions**). For the avoidance of doubt, the Redemption and Purchase Conditions shall be met if none of the situations set out in Condition 6.2(a) to 6.2(d) (*Conditions to Redemption and Purchase*) (inclusive) occurs, and are not met if any of the situations under (a) through (f) above occurs.

Notwithstanding the above conditions, if, at the time of any redemption or purchase, the prevailing Applicable Regulations permit the repayment or purchase of Tier 1 Own Funds only after compliance with one or more alternative or additional pre-conditions to those set out above, the Issuer shall comply with such other and/or, as appropriate, additional pre-condition(s) and references herein to "Redemption and Purchase Conditions" shall be construed accordingly.

A redemption pursuant to Condition 6.6 (*Redemption at the Option of the Issuer*), 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.10 (*Redemption for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.14 (*Clean-up Redemption*) or 6.15 (*Make-whole Redemption*) or any purchase of the Securities referred to in Condition 6.18 (*Purchases*):

(x) that is within five (5) years from the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) may only be made if (A) such redemption or purchase shall be in exchange for or funded out of the proceeds of a new issuance of capital of at least the same quality as the Securities or (B):

(a) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement, after the repayment or redemption or purchase, will be exceeded by an appropriate margin taking into account the solvency position of the Issuer including the Issuer's medium-term capital management plan as provided in the Applicable Regulations; and

either

(b) a Regulatory Event has occurred, and both of the following conditions are met:

(i) the Relevant Supervisory Authority considers the negative impact on the classification of the Securities as described in the definition of Regulatory Event to be sufficiently certain;

(ii) the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the occurrence of a Regulatory Event was not reasonably foreseeable at the time of issuance of the Securities or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later); or

(c) a Gross-Up Event or a Tax Deductibility Event has occurred which the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority is material and was not reasonably foreseeable at the time of issuance of the Securities or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later),

in each case, if the Applicable Regulations make a redemption or purchase conditional thereon; or

(y) that is after the fifth (5th) anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), and before the tenth (10th) anniversary of the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), or any other such period prescribed by the Applicable Regulations, the Relevant Supervisory Authority shall have confirmed to the Issuer that it is satisfied that the Solvency Capital Requirement is exceeded by an appropriate margin (taking into account the solvency position of the Issuer including the Issuer's medium-term capital plan), unless such redemption or purchase shall be in exchange for or funded out of the proceeds of a new issuance of capital of at least the same quality as the Securities, in each case, if the Applicable Regulations make a redemption or purchase conditional thereon.

If on the proposed date for redemption of the Securities the Redemption and Purchase Conditions are not met, redemption of the Securities shall instead be deferred and such redemption shall occur only in accordance with Condition 6.4 (*Deferral of Redemption or Purchase*).

6.3 Waiver of Redemption and Purchase Condition relating to Solvency Capital Requirement by Relevant Supervisory Authority

Notwithstanding Condition 6.2 (*Conditions to Redemption and Purchase*), the Issuer shall be entitled to redeem or purchase the Securities (to the extent permitted by the Applicable Regulations) where:

(a) all Redemption and Purchase Conditions are met other than the condition that (a) the Solvency Capital Requirement is met immediately prior to the redemption or purchase of the Securities (as applicable) and/or (b) the redemption or purchase (as applicable) would not cause the Solvency Capital Requirement to be breached; and

(b) the Relevant Supervisory Authority has exceptionally waived the deferral of redemption or, as the case may be, purchase of the Securities; and

(c) all (but not some only) of the Securities redeemed or purchased at such time are exchanged for a new issue of Tier 1 Own Funds of the same or higher quality than the Securities; and

(d) the Minimum Capital Requirement will be complied with immediately following such redemption or purchase, if made.

6.4 Deferral of Redemption or Purchase

The Issuer shall notify the Holders of the Securities in accordance with Condition 10 (*Notices*) no later than five (5) Business Days prior to any date set for redemption or purchase, as applicable, of the Securities if such redemption or purchase, as applicable is to be deferred in accordance with this Condition 6.4, provided that if an event occurs less than five (5) Business Days prior to the date set for redemption or purchase, as applicable, that results in the Redemption and Purchase Conditions ceasing to be met, the Issuer shall notify the Holders in accordance with Condition 10 (*Notices*) as soon as reasonably practicable following the occurrence of such event.

If redemption or purchase, as applicable, of the Securities does not occur on the date specified in the notice of redemption, or purchase, as applicable, by the Issuer under Condition 6.6 (*Redemption at the Option of the Issuer*), 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.10 (*Redemption for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.14 (*Clean-up Redemption*), 6.15 (*Make-whole Redemption*) or 6.18 (*Purchases*) as a result of the operation of Condition 6.2 (*Conditions to Redemption and Purchase*), the Issuer shall redeem or purchase, as applicable, such Securities at their Prevailing Principal Amount together with any other accrued and unpaid interest (in each case, to the extent that such amounts have not previously been cancelled pursuant to these Conditions), upon the earlier of:

(a) the date falling ten (10) Business Days after the date on which the Redemption and Purchase Conditions are met or redemption or purchase, as applicable, of the Securities is otherwise permitted pursuant to Condition 6.3 (*Waiver of Redemption and Purchase Condition relating to Solvency Capital Requirement by Relevant Supervisory Authority*); or

(b) the date falling ten (10) Business Days after the date on which the Relevant Supervisory Authority has agreed to the repayment, redemption or purchase, as applicable, of the Securities; or

(c) the date on which an Issuer Winding-Up occurs.

The Issuer shall notify the Fiscal Agent, the Calculation Agent and the Holders in accordance with Condition 10 (*Notices*) no later than five (5) Business Days prior to any such date set for redemption or purchase, as applicable, pursuant to Condition 6.4(a), (b) or (c).

6.5 Deferral of Redemption Not a Default

Notwithstanding any other provision in these Conditions, the deferral of redemption of the Securities in accordance with Condition 6.2 (*Conditions to Redemption and Purchase*) and Condition 6.4 (*Deferral of Redemption or Purchase*) will not constitute a default by the Issuer and will not give Holders of the Securities any right to accelerate the Securities or take any enforcement action under the Securities.

6.6 Redemption at the Option of the Issuer

Provided that the Redemption and Purchase Conditions are met, the Issuer may, having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20 (*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem all (but not some only) of the Securities at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with these Conditions) any other accrued and unpaid interest to (but excluding) the date of redemption at any time from the First Call Date to and including the First Reset Date and on any Interest Payment Date thereafter.

6.7 Redemption following a Gross-Up Event

Provided that the Redemption and Purchase Conditions are met, if at any time, as a result of a Tax Law Change, the Issuer would, on the occasion of the next payment of interest due in respect of the Securities, not be able to make such payment without having to pay Additional Amounts, and this cannot be avoided by the Issuer taking reasonable measures available to it at the time (a **Gross-Up Event**), the Issuer may, subject to having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20 (*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem all (but not some only) of the Securities, at any time at their Prevailing Principal Amount, together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption, provided that the due date for redemption shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal or interest without withholding for taxes.

6.8 Redemption following a Tax Deductibility Event

Provided that the Redemption and Purchase Conditions are met, if an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that as a result of a Tax Law Change, there is more than an insubstantial risk that the Issuer will not obtain full or substantially full deductibility for the purposes of the Dutch Corporate Income Tax Act 1969 (*Wet vennootschapsbelasting 1969*) or the Dutch Minimum Tax Act 2024 (*Wet minimumbelasting 2024*) for any payment of interest payable by the Issuer in respect of the Securities, and this cannot be avoided by the Issuer taking reasonable measures not prejudicial to the interests of the Holders available to it at the time (a **Tax Deductibility Event**), the Issuer may, subject to having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20 (*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem all (but not some only) of the Securities, at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption, provided that redemption will not take place before the latest practicable date on which the Issuer could make such payment with the interest payable being tax deductible in the Netherlands.

6.9 Exchange or Variation for Taxation Reasons

If at any time, the Issuer determines that a Gross-Up Event or a Tax Deductibility Event has occurred and is continuing, the Issuer may, instead of redeeming the Securities in the manner described above, on any Interest Payment Date, without the consent of the Holders, (i) exchange all (but not some only) of the Securities for new securities (the **Exchanged Securities**), or (ii) vary the terms of all (but not some only) of the Securities (the **Varied Securities**), so that the Securities in respect of which a Gross-Up Event or a Tax Deductibility Event (as applicable) has occurred, have been remedied, **provided** that in either case the Exchanged Securities or Varied Securities (as the case may be) constitute Qualifying Tier 1 Securities of the Issuer.

Any such exchange or variation requires prior approval of the Relevant Supervisory Authority. Such exchange or variation shall be binding on the Holders and shall be notified to them as soon as practicable thereafter.

6.10 Redemption for Regulatory Reasons

Provided that the Redemption and Purchase Conditions are met, if at any time, a Regulatory Event has occurred and is continuing then the Issuer may, subject to having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20 (*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem all (but not some only) of the Securities, at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption.

For the avoidance of doubt, a Regulatory Event shall not be deemed to have occurred in case of a partial non-qualification of the Securities as Tier 1 Own Funds as a result of a Write-Down.

A **Regulatory Event** is deemed to have occurred if, as a result of any replacement of or change to (or change to the interpretation by the Relevant Supervisory Authority or any court or authority entitled to do so of) the Applicable Regulations after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), (i) the Issuer determines that the whole or any part of the Prevailing Principal Amount of the Securities is, or within the forthcoming period of six months will likely be, no longer capable of counting as Tier 1 Own Funds for the purposes of the Issuer on a consolidated basis, except where such non-qualification (A) is only as a result of any applicable limitation on the amount of such capital and (B) does not result from any replacement of or changes to Solvency II regarding the size of buckets of Own Funds Items, and/or (ii) in case the Applicable Regulations are supplemented or amended in relation to provisions specifically governing internationally active insurance groups (IAIG) and/or global systemically important insurers (G-SII), where appropriate and/or at the designation as such by the Relevant Supervisory Authority as applicable to the Issuer, and where, following such supplement and/or amendments, the Prevailing Principal Amount of the Securities would likely not or no longer be recognised in full as Own Funds Items of the highest tier available for subordinated debt instruments after equity (regardless of the terminology used by Applicable Regulations so amended or supplemented), except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.

6.11 Exchange or Variation for Regulatory Reasons

If at any time, the Issuer determines that a Regulatory Event has occurred and is continuing, the Issuer may, instead of redeeming the Securities in the manner described above, on any Interest Payment Date, without the consent of the Holders, (i) exchange all (but not some only) of the Securities for new securities (the **Exchanged Securities)**, or (ii) vary the terms of all (but not some only) of the Securities (the **Varied Securities**), so that the Securities in respect of which a Regulatory Event has occurred, have been remedied, **provided** that in either case the Exchanged Securities or Varied Securities (as the case may be) constitute Qualifying Tier 1 Securities of the Issuer.

Any such exchange or variation requires prior approval of the Relevant Supervisory Authority. Such exchange or variation shall be binding on the Holders and shall be notified to them as soon as practicable thereafter.

6.12 Redemption for Rating Reasons

Provided that the Redemption and Purchase Conditions are met, if at any time, the Issuer determines that a Ratings Methodology Event has occurred and is continuing or, as a result of a change in, or clarification to, the methodology of the Rating Agency (or in the interpretation by the Rating Agency of such methodology), a Ratings Methodology Event will occur within the forthcoming period of six months, then the Issuer may, subject to having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20

(*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem all (but not some only) of the Securities, at any time at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption.

6.13 Exchange or Variation for Rating Reasons

If at any time, the Issuer determines that a Ratings Methodology Event has occurred and is continuing or, as a result of a change in, or clarification to, the methodology of the Rating Agency (or in the interpretation by the Rating Agency of such methodology), a Ratings Methodology Event will occur within the forthcoming period of six months, the Issuer may, instead of redeeming the Securities in the manner described above, on any Interest Payment Date, without the consent of Holders, (i) exchange all (but not some only) of the Securities for Exchanged Securities, or (ii) vary the terms of all (but not some only) of the Securities, so that the Exchange Securities or Varied Securities (as the case may be) become or remain, Rating Agency Compliant Securities.

Any such exchange or variation requires prior approval of the Relevant Supervisory Authority. Such exchange or variation shall be binding on the Holders and shall be notified to them as soon as practicable thereafter.

6.14 Clean-up Redemption

Provided that the Redemption and Purchase Conditions are met, the Issuer may at any time after the Issue Date, subject to having given

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20 (*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

elect to redeem all (but not some only) of the Securities at their Prevailing Principal Amount together with (to the extent that such interest has not been cancelled in accordance with the Conditions) any accrued and unpaid interest to (but excluding) the date fixed for redemption if seventy-five (75)% or more of the Securities originally issued (including any Further Securities) has been purchased and cancelled at the time of such election.

6.15 Make-whole Redemption

Provided that the Redemption and Purchase Conditions are met, the Issuer may, subject to having given:

(a) not less than ten (10) nor more than thirty (30) days' notice to the Holders in accordance with Condition 10 (*Notices*) (which notice shall (save as provided in Condition 6.20

(*Notices Final*) below) be irrevocable and shall specify the date fixed for redemption) (the **Make-whole Redemption Date**); and

(b) notice to the Fiscal Agent not less than three (3) days before the giving of the notice referred to in (i),

redeem the Securities in whole, but not in part, at any time from the date commencing five (5) years after the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later) to but excluding the First Call Date at the Make-whole Redemption Amount (the **Make-whole Call**).

Calculation Date means the third business day preceding the Make-whole Redemption Date.

Make-whole Redemption Amount means the sum of:

(a) the greater of:

(x) the principal amount of the Securities so redeemed (at their Prevailing Principal Amount); and

(y) the sum of the then present values of the remaining scheduled payments of principal (at their Prevailing Principal Amount and assuming for this purpose that the Securities are scheduled to be redeemed on the relevant Make-whole Redemption Date) and interest on the Securities (without prejudice to Condition 4.4, assuming that such interest is not cancelled) to the First Call Date, discounted to the relevant Make-whole Redemption Date on a semi-annual basis at the Make-whole Redemption Reference Rate plus the Make-whole Redemption Margin; and

(b) any interest accrued but not paid on the Securities (without prejudice to Condition 4.4, assuming that such interest is not cancelled) to, but excluding, the Make-whole Redemption Date,

as determined by the Quotation Agent and as notified on the Calculation Date by the Quotation Agent to the Issuer and the Fiscal Agent.

Make-whole Redemption Margin means 0.50 per cent.

Make-whole Redemption Reference Rate means (i) the mid-market yield to maturity of the Reference Security which appears on the Relevant Make-whole Screen Page on the third business day preceding the Make-whole Redemption Date at 11:00 a.m. (CET) or (ii) to the extent that the mid-market yield to maturity does not appear on the Relevant Make-whole Screen Page at such time, the average of the number of quotations given by the Reference Dealers of the mid-market yield to maturity of the Reference Security on the third business day preceding the Make-whole Redemption Date at or around 11:00 a.m. (CET).

Quotation Agent means the agent to be appointed by the Issuer if required for the determination of the Make-whole Redemption Amount.

Reference Dealers means each of the four banks (that may include ABN AMRO Bank N.V., Barclays Bank Ireland PLC, Banco Bilbao Vizcaya Argentaria, S.A., BNP PARIBAS, Deutsche Bank Aktiengesellschaft and HSBC Continental Europe) selected by the Quotation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

Reference Security means DBR 2.500% due February 2035 (ISIN: DE000BU2Z049). If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Quotation Agent at 11:00 a.m. (CET) on the Calculation Date, quoted in writing by the Quotation Agent to the Issuer and notified to the Holders in accordance with Condition 10 (*Notices*).

Relevant Make-whole Screen Page means Bloomberg HP page for the Reference Security (using the settings "Mid YTM" and "Daily") (or any successor or replacement page, section or other part of the information service), or such other page, section or other part as may replace it on the information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying the mid-market yield to maturity for the Reference Security.

Similar Security means (a) reference bond or (b) reference bonds issued by the same issuer as the Reference Security having actual or interpolated maturity comparable with the remaining term of the Securities to the First Call Date, in each case that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Securities to the First Call Date.

6.16 Inapplicability Period

Notwithstanding anything to the contrary in this Condition 6, the Issuer may waive, at any time and in its sole discretion and for whatever reason, its right to redeem, exchange or vary the Securities under any of Condition 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.9 (*Exchange or Variation for Taxation Reasons*), 6.10 (*Redemption for Regulatory Reasons*), 6.11 (*Exchange or Variation for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.13 (*Exchange or Variation for Rating Reasons*) or 6.14 (*Clean-up Redemption*), in each case for a (definite or indefinite) period of time to be determined by the Issuer (the Inapplicability Period) by notice to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), the Holders.

Any notice so given shall specify the Inapplicability Period(s) during which the Issuer shall cease to have the right to redeem, exchange or vary the Securities under any of Condition 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.9 (*Exchange or Variation for Taxation Reasons*), 6.10 (*Redemption for Regulatory Reasons*), 6.11 (*Exchange or Variation for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*), 6.13 (*Exchange or Variation for Rating Reasons*) or 6.14 (*Clean-up Redemption*).

Any ongoing Inapplicability Period may be terminated by the Issuer at any time and in its sole discretion by notice to the Fiscal Agent and, in accordance with Condition 10 (*Notices*), the Holders.

6.17 Preconditions to redemption, exchange or variation

(a) Prior to the publication of any notice of redemption, variation or exchange pursuant to Condition 6.7 (*Redemption following a Gross-Up Event*), 6.8 (*Redemption following a Tax Deductibility Event*), 6.9 (*Exchange or Variation for Taxation Reasons*), 6.10 (*Redemption for Regulatory Reasons*), 6.11 (*Exchange or Variation for Regulatory Reasons*), 6.12 (*Redemption for Rating Reasons*) or 6.13 (*Exchange or Variation for Rating Reasons*), the Issuer shall deliver to the Fiscal Agent a certificate signed by two (2) members of the Executive Board stating that, as the case may be, the Issuer is entitled to redeem, exchange or vary the Securities on the grounds that a Tax Deductibility Event, a Gross-Up Event, a Regulatory Event or a Ratings Methodology Event has occurred and is continuing as at the date of the certificate or, as the case may be (in the case of a Ratings Methodology Event), will occur within a period of six (6)

months and that it would have been reasonable for the Issuer to conclude, judged at the Issue Date or, if applicable, the issue date of the last tranche of any Further Securities (whichever is the later), that such Tax Deductibility Event, Gross-Up Event, Regulatory Event or Ratings Methodology Event was unlikely to occur.

(b) The Issuer shall not be entitled to amend or otherwise vary the terms of the Securities or exchange the Securities unless:

(i) it has notified the Relevant Supervisory Authority in writing of its intention to do so; and

(ii) the Regulatory Clearance Condition has been satisfied in respect of such proposed amendment, variation or exchange.

6.18 Purchases

The Issuer or any of its affiliated entities may at any time purchase Securities in any manner and at any price subject to the Redemption and Purchase Conditions being met prior to, and at the time of, such purchase. All Securities purchased by or on behalf of the Issuer or of its subsidiaries may be held, reissued, resold or, at the option of the Issuer and the relevant purchaser, surrendered for cancellation to the Fiscal Agent but whilst held may not be treated as outstanding for various purposes set out in the Agency Agreement.

6.19 Cancellations

All Securities redeemed or exchanged by the Issuer pursuant to this Condition 6, and all Securities purchased and surrendered for cancellation pursuant to Condition 6.18 (*Purchases*), will forthwith be cancelled. Any Securities so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Securities shall be discharged.

6.20 Notices Final

Subject and without prejudice to Conditions 6.2 (*Conditions to Redemption and Purchase*) and 6.4 (*Deferral of Redemption or Purchase*), any notice of redemption as is referred to in this Condition 6 shall be irrevocable and on the redemption date specified in such notice the Issuer shall be bound to redeem, or as the case may be, vary or exchange, the Securities in accordance with the terms of the relevant Condition.

7. PRINCIPAL LOSS ABSORPTION

7.1 Write-Down upon Trigger Event

A **Trigger Event** shall be deemed to have occurred if, at any time, the Issuer determines that any of the following has occurred:

(a) the amount of Own Funds Items eligible to cover the Solvency Capital Requirement of the Issuer determined under the Applicable Regulations is equal to or less than 75% of the Solvency Capital Requirement; or

(b) the amount of Own Funds Items eligible to cover the Minimum Capital Requirement of the Issuer determined under the Applicable Regulations is equal to or less than the Minimum Capital Requirement; or

(c) the amount of Own Funds Items eligible to cover the Solvency Capital Requirement of the Issuer has been equal to or less than the Solvency Capital Requirement for a continuous period of three months (commencing on the date on which non-compliance with such Solvency Capital Requirement was first observed with regard to any initial Write-Down and as provided in Condition 7.2 with regard to any further Write-Down).

If a Trigger Event pursuant to (a), (b) or (c) above has occurred, the Issuer shall inform the Relevant Supervisory Authority thereof and deliver a Write-Down Notice to the Holders and to Euronext Dublin in accordance with Condition 10 (*Notices*) as soon as practicable after such event.

7.2 Write-Down procedure

If a Trigger Event occurs:

(a) any interest which is accrued and unpaid up to (and including) the Write-Down Date (whether or not such interest has become due for payment) shall be automatically cancelled (it being specified that such cancellation shall not constitute a default or event of default of the Issuer for any purpose); and

(b) the Issuer shall promptly (and without the need for the consent of the Holders) write down the Securities by reducing the Prevailing Principal Amount by the Write-Down Amount (such action a **Write-Down** and **Written Down** being construed accordingly).

Any such Write-Down shall be applied in respect of each Security equally.

A Write-Down of the Securities shall not constitute a default or event of default in respect of the Securities or a breach of the Issuer's obligations or duties or a failure to perform by the Issuer in any manner whatsoever, and shall not entitle Holders to petition for the insolvency or dissolution of the Issuer or to take any other action.

Following a Write-Down, Holders will be automatically deemed to waive irrevocably their rights to receive, and no longer have any rights against the Issuer with respect to, any principal amount by which the Securities have been Written-Down, save with respect to any amount subsequently reinstated pursuant to Condition 7.3 (*Discretionary Reinstatement*).

A Write-Down may occur on one or more occasions following each Write-Down Testing Date and each Security may be Written-Down on more than one occasion. Accordingly, if, after a partial Write-Down, a further Trigger Event pursuant to Condition 7.1(c) occurs at any Write-Down Testing Date, a further Write-Down shall be required, provided that no Trigger Event pursuant to Condition 7.1(a) or 7.1(b) has occurred but the SCR Ratio has deteriorated further and in any case only if and to the extent required by the Applicable Regulations that apply at the time of the Trigger Event.

To the extent that the Prevailing Principal Amount of the Securities has been Written-Down, interest shall accrue on such reduced Prevailing Principal Amount in accordance with these Conditions as from the relevant Write-Down Date.

In addition, if the write-down of, or, as the case may be, conversion of any Loss Absorbing Tier 1 Instrument of the Issuer is not, or by the relevant Write-Down Date will not be, effective:

(i) the ineffectiveness of any such reduction or, as the case may be, conversion shall not prejudice the requirement to effect a reduction to the Prevailing Principal Amount pursuant to this Condition; and

(ii) the write-down of, or, as the case may be, conversion of any such Loss Absorbing Tier 1 Instrument which is not, or by the Write-Down Date will not be, effective shall not be taken into account in determining such reduction of the Prevailing Principal Amount.

Upon the occurrence of a Trigger Event, the Issuer may decide not to effect a Write-Down if:

(i) a Trigger Event occurs pursuant to Condition 7.1(c); and

(ii) no previous Trigger Events have occurred pursuant to Condition 7.1(a) or Condition 7.1(b); and

(iii) the Relevant Supervisory Authority agrees exceptionally to waive a Write-Down on the basis of the following information: (A) projections provided to the Relevant Supervisory Authority by the Issuer when the Issuer submits the recovery plan required by Article 138(2) of the Solvency II Directive, that demonstrate that a Write-Down in that case would be very likely to give rise to a tax liability that would have a significant adverse effect on the Issuer's solvency position and (B) a certificate issued by an auditor certifying that all of the assumptions used in the projections referred to in (A) are realistic.

7.3 Discretionary Reinstatement

Following any reduction of the Prevailing Principal Amount pursuant to this Condition 7 (*Principal Loss Absorption*), the Issuer may to the extent permitted by the Applicable Regulations that apply at the relevant time and provided that this Condition 7.3 would not cause the occurrence of a Regulatory Event, at its full discretion, increase the Prevailing Principal Amount of the Securities (a **Discretionary Reinstatement**) on one or more occasions on any date and in any amount that it determines in its discretion (either to the Initial Principal Amount or to any lower amount) provided that:

(a) the Issuer has restored compliance with the Solvency Capital Requirement and any Discretionary Reinstatement would not cause a Trigger Event to occur or the Solvency Condition to be breached;

(b) the Discretionary Reinstatement is not activated by reference to Own Funds Items issued or increased in order to restore compliance with the Solvency Capital Requirement of the Issuer;

(c) the Discretionary Reinstatement occurs only (i) on the basis of Net Profits (a) that contribute to Issuer's Distributable Items made subsequent to the restoration of compliance with the Solvency Capital Requirement of the Issuer and (b) as adjusted to give due consideration to the resulting change in Own Funds Items of the Issuer and provided that the Issuer's Own Funds Items will not be lower as a result of the Discretionary Reinstatement than the Issuer's Own Funds Items would be on the same date if the equivalent amount of Net Profits were allocated to retained earnings of the Issuer and (ii) in a manner that does not undermine the loss absorbency intended by Article 71(5) of the Solvency II Regulation and does not hinder recapitalisation as required by Article 71(1)(d) of the Solvency II Regulation;

(d) the Issuer shall take such decision relating to a Discretionary Reinstatement with due consideration to the overall financial and/or solvency condition of the Issuer (including, but not limited to, the Issuer's dividend policy and capital adequacy policy in effect at

the time and its most recent medium term capital management plan incorporating relevant stress scenarios) in accordance with the Applicable Regulations at such time;

(e) this will not result in the Prevailing Principal Amount of the Securities being greater than the Initial Principal Amount; and

(f) any Discretionary Reinstatement will be made on a *pro rata* basis among other Loss Absorbing Tier 1 Instruments of the Issuer that have been subject to a temporary write-down and only to the extent that this does not worsen the SCR Ratio of the Issuer.

A Discretionary Reinstatement may occur on one or more occasions until the Prevailing Principal Amount of the Securities has been reinstated to the Initial Principal Amount. Any decision by the Issuer to effect or not to effect any Discretionary Reinstatement on any occasion shall not preclude it from effecting or not effecting any Discretionary Reinstatement on any other occasion.

Any Discretionary Reinstatement shall be applied in respect of each Security equally.

The Issuer shall inform the Relevant Supervisory Authority of any Discretionary Reinstatement and Notice of any Discretionary Reinstatement shall be given to the Holders and to Euronext Dublin in accordance with Condition 10 (*Notices*) as soon as possible and no later than five Business Days prior to the date on which such Discretionary Reinstatement becomes effective.

8. TAXATION

8.1 Payment without withholding

All payments in respect of the Securities by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature (**Taxes**) imposed or levied by or on behalf of the Netherlands or any political subdivision thereof unless the withholding or deduction of the Taxes is required by law. In any such event, the Issuer will pay such additional amounts (**Additional Amounts**) in respect of Interest Payments but not in respect of any payments of principal as may be necessary in order that the net amounts received by the Holders after the withholding or deduction shall equal the respective amounts which would have been received in respect of the Securities or Coupons, as the case may be, in the absence of the withholding or deduction; except that no Additional Amounts shall be payable in relation to any payment in respect of any Security or Coupon:

(a) the Holder of which is liable to the Taxes in respect of the Security or Coupon by reason of his having some connection with the Netherlands other than the mere holding of the Security or Coupon; or

(b) surrendered for payment (where surrender is required) in the Netherlands; or

(c) in circumstances where such withholding or deduction would not be required if the Holder or any person acting on his behalf had obtained and/or presented any form or certificate or had made a declaration of non-residence or similar claim for exemption to the relevant tax authority upon the making of which the Holder would have been able to avoid such withholding or deduction; or

(d) surrendered for payment (where surrender is required) more than thirty (30) days after the Relevant Date except to the extent that a Holder would have been entitled to Additional Amounts on surrendering the same for payment on the last day of the period

of thirty (30) days assuming (whether or not such is in fact the case) that day to have been a Business Day; or

(e) where a withholding or deduction is required to be made pursuant to the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

The Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service (**FATCA Withholding**) as a result of a Holder, Couponholder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA Withholding. The Issuer will have no obligation to pay Additional Amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, any Paying Agent or any other party.

As used herein, the **Relevant Date** means the date on which the payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal 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 Holders in accordance with Condition 10 (*Notices*).

8.2 Additional Amounts

Any reference in these Conditions to any amounts payable in respect of the Securities shall be deemed also to refer to any Additional Amounts which may be payable under this Condition.

9. NO EVENTS OF DEFAULT

There are no events of default in respect of the Securities. However, any Holder may give written notice to the Fiscal Agent at its specified office that its Security is immediately due and payable at its Prevailing Principal Amount, together with accrued but not cancelled interest thereon, if any, to the date of payment, in the event of a liquidation of the Issuer. Liquidation may occur as a result of the winding-up of the Issuer (*ontbinding en vereffening*) or bankruptcy (*faillissement*) of the Issuer.

10. NOTICES

All notices regarding the Securities shall be published (i) in a leading English language daily newspaper of general circulation in London, which is expected to be the *Financial Times* and (ii) so long as the Securities are listed on the exchange regulated market of Euronext Dublin and the rules of Euronext Dublin so require, also in a leading newspaper having general circulation in Dublin, which is expected to be the Irish Times.

Until such time as any definitive Securities are issued, there may (provided that, in the case of any publication required by a stock exchange, the rules of the stock exchange so permit), so long as the global Security is held in its entirety on behalf of the Securities Settlement System, be substituted for publication in some or all of the newspapers referred to above, the delivery of the relevant notice to the Securities Settlement System for communication by it to the Holders, provided that for so long as any Securities are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will also be published in the manner required by those rules. Any such notice shall be deemed to have been given to the Holders on the day on which the said notice was given to the Securities Settlement System.

Notices to be given by any Holder shall be in writing and given by lodging the same, together (in the case of any Security in definitive form) with the relative Security or Securities, with the Fiscal Agent. Whilst any of the Securities are represented by a global Security, such notice may be given by any Holder to the Fiscal Agent via the Securities Settlement System in such manner as the Fiscal Agent and the Securities Settlement System may approve for this purpose.

11. PRESCRIPTION

Claims against the Issuer for the payment of principal and interest in respect of Securities will become void unless presented for payment within a period of five (5) years from the appropriate relevant due date for payment thereof.

Any Coupon sheet issued on exchange of a Talon shall not include any Coupon which payment claim would be void pursuant to this Condition or Condition 5.5 or any Talon which would be void pursuant to Condition 5.5 (*Deduction for unmatured Coupons*).

12. MEETINGS OF HOLDERS AND MODIFICATION

12.1 Meetings of Holders

The Agency Agreement contains provisions for convening meetings (including by way of conference call or by use of a videoconference platform, or by way of a hybrid meeting) of the Holders to consider matters relating to the Securities, including the sanctioning by an Extraordinary Resolution of a modification of the Securities, the Coupons or certain provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Holders holding not less than 5% in Prevailing Principal Amount outstanding at such time. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50% in Prevailing Principal Amount outstanding at such time, or at any adjourned meeting one or more persons being or representing Holders whatever the Prevailing Principal Amount outstanding at such time so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Securities or Coupons (including modifying any date for payment of principal or interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Securities or altering the currency of payment of the Securities or Coupons), the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, in Prevailing Principal Amount outstanding at such time. An Extraordinary Resolution passed at any meeting of Holders shall be binding on all the Holders, whether or not they are present at the meeting, and on all Couponholders.

Convening notices shall be made in accordance with Condition 10 (*Notices*).

The Agency Agreement provides that, if authorised by the Issuer, a resolution in writing signed by or on behalf of the Holders of not less than 75% in Prevailing Principal Amount outstanding at such time shall for all purposes be as valid and effective as an extraordinary resolution passed at a meeting of Holders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Holders through the Securities Settlement System. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Holders.

Resolutions of Holders will only be effective if such resolutions have been approved by the Issuer and, if so required, by the Relevant Supervisory Authority.

12.2 Modification

Subject to obtaining the permission therefor from the Relevant Supervisory Authority if so required, the Fiscal Agent and the Issuer may agree, without the consent of the Holders or Couponholders, to:

(a) any modification (except as mentioned in Condition 4.2 above) of the Agency Agreement which, in the sole opinion of the Issuer, is not materially prejudicial to the interests of the Holders and Couponholders; or

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

Any such modification shall be binding on the Holders and the Couponholders and any such modification shall be notified to the Holders in accordance with Condition 10 (*Notices*) as soon as practicable thereafter.

13. FURTHER ISSUES

The Issuer may from time to time without the consent of the Holders create and issue further securities, having terms and conditions the same as those of the Securities, except for the amount and date of the first payment of interest, which may be consolidated and form a single series with the outstanding Securities (**Further Securities**).

14. ACKNOWLEDGEMENT OF BAIL-IN AND WRITE-DOWN OR CONVERSION POWERS

By the acquisition of the Securities, each Holder (which, for the purposes of this Condition 14, includes any current or future holder of a beneficial interest in the Securities), Couponholder and beneficial holder of Coupons, acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of any Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due, including on a permanent basis;

(ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Securities, in which case the Holder agrees to accept in lieu of its rights under the Securities any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Securities;

(iv) the amendment or alteration of the term of the Securities or amendment of the amount of interest payable on the Securities, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and/or

(v) any other tools and powers provided for in the Bail-in Power,

(b) that the terms of the Securities are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes, the **Amounts Due** are the Prevailing Principal Amount of the Securities, and any accrued and unpaid interest on the Securities that has not been previously cancelled or otherwise is no longer due.

For these purposes, the **Bail-in Power** is any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in the Netherlands and which is in any such case applicable to the Issuer, the Group and/or the Securities, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the IRRD and the Dutch Financial Supervision Act (*Wet op het financieel toezicht*), as applicable, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of an insurance or reinsurance undertaking (or an affiliate thereof) can be reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of an insurance or reinsurance undertaking (or an affiliate thereof) can be converted into shares, other securities, or other obligations, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise.

For these purposes, **IRRD** means the directive on the recovery and resolution of insurance undertakings (proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012) adopted by the Council on 5 November 2024 and published in the EU's Official Journal on 8 January 2025 and to enter into force on 28 January 2025).

A reference to the **Relevant Resolution Authority** is to any insurance resolution authority as determined by the IRRD or any other authority designated as such under the laws and regulations in effect or which will be in effect in the Netherlands applicable to the Issuer or other members of the Group. As at the Issue Date, the Relevant Resolution Authority is the Dutch Central Bank (*De Nederlandsche Bank N.V.* or DNB).

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in the Netherlands and the European Union applicable to the Issuer or other members of the Group.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Securities, the Issuer will provide a written notice to the Holders in accordance with Condition 10 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Fiscal Agent for informational purposes, although the Fiscal Agent shall not be required to send such notice to Holders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects of its exercise on the Securities.

Neither a cancellation of the Securities, a reduction, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to

the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Securities will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Holder to any remedies (including equitable remedies) which are hereby expressly waived.

If the Relevant Resolution Authority exercises the Bail-in Power with respect to less than the total Amounts Due, unless the Fiscal Agent is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Securities pursuant to any Bail-in Power will be made on a pro-rata basis.

The matters set forth in this Condition 14 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Holder.

No expenses necessary for the procedures under this Condition 14, including, but not limited to, those incurred by the Issuer and the Fiscal Agent, shall be borne by any Holder.

15. GOVERNING LAW AND JURISDICTION

The Securities, and all non-contractual obligations arising out of or in connection with them, are governed by and shall be construed in accordance with the laws of the Netherlands.

Any action against the Issuer in connection with the Securities will be submitted to the exclusive jurisdiction of the competent courts in Amsterdam, the Netherlands.

FORM OF THE SECURITIES

The Securities will initially be in the form of the Temporary Global Security which will be deposited on the Issue Date with a common safekeeper for Euroclear and Clearstream, Luxembourg.

The Securities will be issued in new global note (**NGN**) form. On 13 June 2006, the European Central Bank (the **ECB**) announced that Securities in NGN form are in compliance with the "Standards for the use of EU securities settlement systems in ESCB credit operations" of the central banking system for the euro (the **Eurosystem**), **provided that** certain other criteria are fulfilled. At the same time the ECB also announced that arrangements for Securities in NGN form will be offered by Euroclear and Clearstream, Luxembourg as of 30 June 2006 and that debt securities in global bearer form issued through Euroclear and Clearstream, Luxembourg after 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

The Securities are not intended to be held in a manner which would allow Eurosystem eligibility - that is, in a manner which would allow the Securities to be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem. Whilst the Securities are not intended to be held in a manner which would allow Eurosystem eligibility at the date of this Offering Memorandum, should the Eurosystem eligibility criteria be amended in the future such that the Securities are capable of meeting them the Securities may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Securities will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Whilst any Security is represented by the Temporary Global Security and subject to TEFRA D selling restrictions, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of such Security are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear or Clearstream, Luxembourg and Euroclear or Clearstream, Luxembourg have given a like certification (based on the certifications they have received) to the Agent.

On and after the date (the **Exchange Date**) which is not less than 40 days after the Issue Date, interests in the Temporary Global Security will be exchangeable (free of charge), upon request as described therein, for interests in the Permanent Global Security against certification of beneficial ownership as described in the second sentence of the preceding paragraph. The holder of the Temporary Global Security will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Security for an interest in the Permanent Global Security is improperly withheld or refused.

So long as the Securities are represented by a Temporary Global Security or a Permanent Global Security and the relevant clearing system(s) so permit, the Securities will be tradable only in the minimum authorised denomination of EUR 200,000 and higher integral multiples of EUR 1000, notwithstanding that no Definitive Securities will be issued with a denomination above EUR 399,000.

The Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for security printed Definitive Securities with interest coupons or coupon sheets and talons attached. Such exchange may be made only upon the occurrence of an Exchange Event and if permitted by applicable law. An **Exchange Event** means the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or has announced an intention permanently to cease business or has in fact done so and no successor clearing system is available. The Issuer will promptly give notice to Holders in accordance with Condition 10 (*Notices*) upon the occurrence of an Exchange Event. In the

event of the occurrence of an Exchange Event any person who is at any time shown as accountholder in the records of Euroclear and/or Clearstream, Luxembourg as persons holding a principal amount of interest in the Permanent Global Security may give notice to the Agent requesting exchange. Any such exchange shall occur no later than 15 days after the date on which the relevant notice is received by the Agent. The Temporary Global Security, the Permanent Global Security and Definitive Securities will be issued pursuant to the Agency Agreement.

Payments of principal and interest (if any) on a Permanent Global Security will be made through Euroclear or Clearstream, Luxembourg without any requirement for certification. Definitive Securities will be in the standard euromarket form. Definitive Securities and any Global Security will be to bearer.

A Security may be accelerated by the holder thereof in limited circumstances described in Condition 9 (*No Events of Default*). In such circumstances, where any Security is still represented by a Global Security and a holder of such Security so represented and credited to his account with Euroclear or Clearstream, Luxembourg gives notice that it wishes to accelerate such Security, unless within a period of 15 days payment has been made in full of the amount due in accordance with the terms of such Global Security, holders of interests in such Global Security credited to their accounts with Euroclear or Clearstream, Luxembourg will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear or Clearstream, Luxembourg on and subject to the terms of the relevant Global Security.

USE OF PROCEEDS

The net proceeds of the Securities will be used for the general corporate purposes of the Group (which may include, without limitation, the refinancing of existing debt, including other callable capital securities, and share buy-backs).

DESCRIPTION OF THE ISSUER

General information

Achmea B.V. (**Achmea**) was incorporated by deed of incorporation on 30 December 1991. Achmea is a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated and operating under the laws of the Netherlands, including the Dutch Civil Code (*Burgerlijk Wetboek*), with its corporate seat in Zeist. The registered office of Achmea is Handelsweg 2, 3707 NH Zeist, telephone number +31 (0)30 6937000. Achmea is registered with the Trade Register of the Dutch Chamber of Commerce, registration number 33235189. Achmea's commercial name is Achmea. The Legal Entity Identifier number of Achmea is 7245007QUMI1FHIQV531.

The articles of association of Achmea (the **Articles of Association**) were most recently amended by deed of amendment dated 19 April 2013.

Objectives

Pursuant to Article 2 of the Articles of Association, the objectives of Achmea are to participate in, to finance or in any other way take an interest in, and to conduct the management of, other companies and business enterprises, to acquire, own, operate and encumber movable and immovable property, to invest in other companies and enterprises, to invest in property, securities and deposits, to render services in the field of commerce and finance, to give guarantees and to bind itself for obligations of companies and business enterprises with which it is associated in a group of companies, and to do anything that is, in the widest sense of the word, connected with the aforementioned objectives or can be conducive to the attainment thereof.

History

Achmea's history dates back to 1811. The Group (as defined below) was formed by the mergers and acquisitions of numerous mutual and cooperative insurance providers over a period of over two centuries. The history of Achmea begins as Onderlinge Waarborgmaatschappij 'Achlum', founded by farmer Ulbe Piers Draisma in 1811.

On 18 November 2011 a legal merger took place between Eureko B.V. and its fully owned subsidiary Achmea Holding N.V. where the latter was merged into Eureko B.V. Eureko's name was subsequently changed into Achmea as of 19 November 2011.

Business

Overview

Achmea is a financial services provider whose core business is insurance. Through its subsidiaries, which comprise amongst others Achmea Pensioen- en Levensverzekeringen N.V., Achmea Schadeverzekeringen N.V., N.V. Hagelunie, Achmea Zorgverzekeringen N.V., InAdmin RiskCo Group B.V., Centraal Beheer PPI N.V., Achmea Reinsurance Company N.V., Achmea Bank N.V., Achmea Hypotheken B.V., Achmea Interne Diensten N.V., Achmea Services N.V., Zilveren Kruis Health Services N.V., InShared Holding B.V., Achmea Investment Management B.V., Achmea Pensioenservices N.V., Achmea Real Estate B.V., Achmea Mortgage Funds B.V., Achmea Innovation Fund B.V., Eureko Sigorta A.S., Interamerican Hellenic Life Insurance Company SA, Union Poistovna AS and Union Zdravotna Poistovna AS (collectively, the **Group**), Achmea offers a full range of insurance products and related financial products through the banking, direct and brokerage distribution channels. In the Netherlands, main products are property & casualty insurance, income protection insurance, health insurance, term life insurance, asset management and retirement services and retail

annuity products. Outside the Netherlands, Achmea operates in Germany, Turkey, Greece, Cyprus, Slovakia and Australia. (*See "Business Lines – International"*).

The Group's primary goal is to develop products and services that meet the needs of its customers - private individuals, companies and other organisations. The Group employs a multi-brand, multi-channel strategy to distribute its products among clients. It has a broad range of product offerings and a full range of distribution channels in order to position itself advantageously within different customer and pricing segments. Within the Netherlands, the Group primarily uses its brands Interpolis in the banking distribution channel, FBTO, Centraal Beheer, Zilveren Kruis, Inshared in the direct distribution channel and Avéro Achmea in the broker distribution channel.

Business Lines

Achmea organises its operations according to five market-oriented chains: Non-Life, Health, Retirement Services, Pension & Life and International. These five chains are outlined below:

Non-Life Netherlands

Achmea is one of the market leaders in the Netherlands in non-life insurance, holding an estimated market share of more than 20%, offering brands such as Centraal Beheer, Interpolis and FBTO[3]. Through the direct, banking and brokerage channels, Achmea provides its private and commercial customers with car insurance, home insurance, home contents insurance, liability insurance, travel insurance. In addition, Achmea offers various types of sickness insurance and individual and group disability insurance. For the year ended 31 December 2023, 18%[4] of total gross written premiums (**GWP**) are generated by Non-Life Netherlands.

Health Netherlands

Achmea is one of the market leaders in the Netherlands in health insurance[5]. Achmea provides health insurance for approximately five million people in the Netherlands. Health gross written premiums represent a significant share of total GWP, 70%[6] for the year ended 31 December 2023, mainly as a result of the mandatory basic health insurance. Achmea offers basic and supplementary health insurance and health services in the Netherlands.

Retirement Services Netherlands

With the strategy for Retirement Services, Achmea is focusing on the changing needs of customers, changes in society and further modifications in the pension system. These changes are resulting in new ways to save for retirement. As part of these efforts, Achmea established the Stichting Achmea Algemeen Pensioenfonds, which administers multiple pension schemes under the name Centraal Beheer Algemeen Pensioenfonds (the **CB APF**), in 2016 as an alternative to pension insurance. Through additional products and services provided by Achmea Investment Management and Achmea Bank for the third and fourth pillars of the pension system, Achmea provides a comprehensive solution. As at 31 December 2023, Achmea Investment Management has €190 billion assets under management for institutional and retail clients. Achmea has been engaged through Achmea Pensioenservices N.V. to carry out pension management activities for the CB APF. Achmea Pensioenservices N.V. also provides pension management activities to company and voluntary industry pension funds. Achmea has all the skills required within its ranks to carry out this initiative, and is managing this as part of an integrated strategy. Syntrus Achmea Real Estate & Finance B.V. has €41 billion of assets under management as at 31 December 2023. As of 1 October 2024, Achmea has split the mortgage and real estate activities

[3] Internal market assessment based on publicly available figures
[4] Annual Report 2023
[5] Vektis figures 2023
[6] Annual Report 2023

of Syntrus Achmea Real Estate & Finance B.V., with the approval of the Dutch regulators. The activities have been restructured as follows:

- Syntrus Achmea Hypotheekdiensten B.V. will continue its activities (origination and management of mortgages) as a subsidiary of Achmea Bank N.V. Her two subsidiaries, Achmea Hypotheken B.V. and Attens Hypotheken B.V., have therefore also been transferred to Achmea Bank.

- Achmea Mortgage Funds B.V. (trade name Achmea Mortgages) took over the management of mortgage funds and investment portfolios from Syntrus Achmea Real Estate & Finance B.V. Achmea Mortgage Funds has also become the manager of the Achmea Mortgage Investment Platform.

- Syntrus Achmea Real Estate & Finance B.V. has been renamed to Achmea Real Estate B.V. and is responsible for asset management of real estate funds and separate accounts.

Centraal Beheer PPI N.V. is included in the Retirement Services segment. At year-end 2023, Centraal Beheer PPI N.V.'s customers comprise approximately 924 employers and about 170,000 members from small and medium-sized enterprises and the major corporates market. Assets under management totalled € 3.8 billion as of year-end 2023.[7]

Pension & life Netherlands

With the launch of the new Retirement Services strategy and the establishment of the CB APF, Achmea has taken the strategic decision to stop offering new pension insurance products and to focus its pension strategy completely towards providing services to the CB APF. With its Retirement Services solutions Achmea keeps a competitive offer to the pension market. It has created a closed-book pension which it integrated with the existing closed-book Life. The closed book organisation focuses on further cost management and on optimising free cash flows while maintaining the current high customer satisfaction scores. When it comes to new business, Achmea is focusing exclusively on term life insurance policies (the **ORV**) and on immediately effective annuities and pensions. These insurance solutions are part of Achmea's proposition for retirement services. For the year ended 31 December 2023, gross written premiums from Achmea's Pension & Life activities represent 4% of total GWP.[8] On 28 November 2024 the Issuer, Lifetri and Sixth Street have reached an agreement on a strategic partnership in the field of pension and life insurance in order to seize growth opportunities in the pension buy-out market. See also "*Description of the Issuer – Recent Developments*".

International

Achmea operates in six markets outside the Netherlands: Greece, Turkey, Slovakia, Cyprus, Germany and Australia. In Greece, Interamerican Greece offers non-life, life and health products and services as well as an integrated roadside assistance service. Moreover, Interamerican Greece also offers online car insurances in Cyprus. Wholly-owned Eureko Sigorta in Turkey offers a full range of non-life and health products through the banking channel. Achmea also has a minority share in the Turkish pension services provider Garanti Emeklilik. Union Poistovna AS provides a product portfolio of non-life and life products and Union Zdravonta Poistovna AS provides health insurance products. Achmea was granted a licence at the end of 2013 to sell insurances in Australia. Under the brand name Achmea Australia, Achmea sells non-life insurance products and services to amongst others Rabobank's agricultural customers in Australia. In 2021, online insurer InShared entered the German insurance market. Furthermore, Hagelunie is a Dutch insurance company specialising in glass horticultural insurance for growing agricultural products in Europe and the world. For the year ended 31 December 2023, gross written premiums from Achmea's International business line represent 8% of total GWP.[9]

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Other Activities

The Other Activities segment includes Achmea's strategic investments, the results of its Shared Service Centers, interest expenses on (subordinated) debt issued by Achmea, activities at the holding company level and Achmea Reinsurance.

Shareholder structure

The shareholder structure of the Group is as follows as of 31 December 2024:

	Voting and capital rights
Vereniging Achmea (directly and via STAK)[10]	68.02%
Coöperatieve Rabobank U.A.	30.16%
Gothaer Allgemeine Versicherung AG	0.52%
Barmenia.Gothaer Finanzholding AG	0.60%
Schweizerische Mobiliar Versicherungsgesellschaft A.G.	0.70%

Corporate Governance

Achmea is a private company with limited liability, with its registered office in Zeist, the Netherlands. Although in practice Achmea is governed, organised and managed in the same way as many listed organisations its cooperative origin determines the way in which corporate governance is arranged at the level of the Executive Board, Supervisory Board and shareholders. Achmea adheres to the following relevant corporate governance codes: the Dutch Code of Conduct for Insurers, the Dutch Banking Code and the relevant provisions of the Dutch Corporate Governance Code (each as discussed below).

Dutch Code of Conduct for Insurers

The Dutch Code of Conduct for Insurers (the **Code of Conduct for Insurers**) was drawn up based on core values established in 2018: 'providing security', 'making it possible' and 'social responsibility'. The Code of Conduct for Insurers includes principles relating to the conscientious treatment of customers and the continuing education of directors and internal supervisors. This Code of Conduct for Insurers (the most recent version dates from June 2018) combines existing and new self-regulation of the sector with general provisions, including core values and rules of conduct. Based on the Code of Conduct for Insurers, insurers give more depth to their public role, drawing on their own corporate vision. Achmea is doing this by means of, for example, the Achmea 'purpose', in which sustainability and social involvement play a prominent role and has anchored this in its processes and the Achmea Code of Conduct. Details on how continuing education of directors and internal supervisors is embedded are included in the relevant sections of this section.

Dutch Banking Code

The services Achmea provides to its customers also include banking products, which Achmea offers through Achmea Bank. The Dutch Banking Code (the **Banking Code**), *Het Maatschappelijk Statuut* (the Social Charter) and the rules of conduct associated with the Bankers' Oath together make up the Future-Oriented Banking package. The purpose of this package is to play a role in restoring trust in society in relation to banks and their roles in the community. Achmea Bank accounts for its compliance

[10] Vereniging Achmea owns 9.17% directly and 57.77% indirectly through Stichting Administratie-Kantoor Achmea.

with the Banking Code principles on the websites www.achmeabank.nl and www.achmeabank.com. Here, specific examples are used to illustrate how the rules of conduct are complied with.

Dutch Corporate Governance Code

Since 1 January 2004, listed companies in the Netherlands have been required to report on compliance with the Dutch Corporate Governance Code (the **Corporate Governance Code**) in their annual report on a 'comply or explain' basis. The purpose of the Corporate Governance Code is to facilitate – with or in relation to other laws and regulations a sound and transparent system of 'checks and balances' within Dutch listed companies and, to that end, to regulate relations between the Executive Board, the Supervisory Board and the General Meeting. Compliance with the Corporate Governance Code contributes to confidence in the good and responsible management of companies and their integration into society.

Although Achmea has listed instruments (issued bonds), it is not a listed company. Achmea has voluntarily adopted and embedded the majority of the Corporate Governance Code's principles in its governance structure. Where applicable, Achmea is almost fully in compliance with the principles and best practices.

In 2023, Achmea did not comply with the following two principles of the Corporate Governance Code:

- Independence of Supervisory Board members (principle 2.1.8); and
- Adoption of the remuneration policy for the Executive Board by the General Meeting (principle 3.1.1)

Members of Achmea's Supervisory Board are nominated by its shareholders (i) Vereniging Achmea, (ii) Coöperatieve Rabobank U.A., (iii) Gothaer Allgemeine Versicherung AG, Barmenia.Gothaer Finanzholding AG and Schweizerische Mobiliar Versicherungsgesellschaft A.G. jointly and, on the basis of the enhanced right of recommendation, by the Central Works Council (*COR*). All members of Achmea's Supervisory Board fulfil their duties independently and not bound by any instructions. As of 31 December 2023, two of the eight members of the Supervisory Board of Achmea did not comply with the independence criterion (principle 2.1.8 of the Corporate Governance Code), because they are Executive Board or Supervisory Board members at an organisation holding more than 10% of the shares in Achmea. In fact, Mr. De Weijer is a member of the Board of Directors of Vereniging Achmea and Ms. Hofsté is a Supervisory Board member at Coöperatieve Rabobank U.A. As of 25 September 2024 Ms van Dongen is also a Supervisory Board member at Coöperatieve Rabobank U.A. Both Vereniging Achmea and Coöperatieve Rabobank U.A. hold more than 10% of Achmea's shares. Principle 2.1.8 of the Corporate Governance Code should be taken in conjunction with principle 2.1.7, whereby 2.1.7 pertains to the criteria for guaranteeing independence of the Supervisory Board as a whole. The independence of the Supervisory Board is guaranteed and its composition complies with the criteria laid down in principle 2.1.7. Members of the Supervisory Board are nominated by the General Meeting based on their expertise and independence and take part in the meetings of the Supervisory Board without reference to or prior consultation with the parties which nominated them. Where appropriate, they refrain from participating in deliberations or decision-making. Regarding the principle of determining the remuneration policy, the Supervisory Board determines the salary and the terms and conditions of employment of members of the Executive Board. The Achmea Remuneration Policy is also adopted by the Supervisory Board, after review by the Remuneration Committee. Achmea regards the fixing of the remuneration policy for the Executive Board as a matter for the Supervisory Board and therefore does not submit the matter to the General Meeting. The General Meeting is of course informed annually of the remuneration of the Executive Board members via sections in the annual report on this remuneration and via the annual Remuneration Report. The manner in which Achmea has adopted and embedded the Corporate Governance Code has been approved by the Supervisory Board. Likewise, Achmea's current corporate governance structure was approved by the General Meeting.

Achmea Code of Conduct

Achmea aims to be a leader in terms of its own rules of conduct and in terms of anticipating current and new regulations. For example, Achmea has decided to have all employees take a special oath or affirmation for the financial industry, which is in line with Achmea's cooperative identity. Active control, exercised to foster integrity and prevent integrity violations and fraud, limits any negative impact on trust, returns and the cost of claims. Achmea has therefore drawn up an Achmea Code of Conduct to ensure ethical conduct in accordance with Achmea's values and standards. Achmea's Code of Conduct is available at www.achmea.nl.

By recording duties and responsibilities in the area of fraud, risk management and checks, the control over and limitation of fraud is secured. Should an ethics violation or incident of fraud nevertheless occur, this can be reported on a confidential basis. A whistleblower policy is in place for this purpose and available at www.achmea.nl.

Agreement among the largest shareholders of Achmea

Following strategic agreements between Rabobank, Vereniging Achmea and Achmea in 2011, parties have agreed that the business cooperation between Rabobank and Achmea shall be based on a preferential partnership rather than on exclusivity. Furthermore, adjustments have been made to the Articles of Association that require that certain decisions as explained below must have the approval of 80% of the votes in the General Meeting.

Amongst others, the following decisions of the Executive Board of Achmea need the prior approval from the Supervisory Board and the General Meeting, where the General Meeting needs to resolve positively with a qualified majority of 80% of the votes and with observance of an 80% quorum:

(a) crucial strategic resolutions that contain a fundamental change in course in the strategy of the company or changing the character of the company and/or affecting the interests of Rabobank materially including decisions to enter into or terminate strategic participations and/or lasting cooperation agreements; and

(b) the acquisition or the selling of interests or of assets if these have a financial impact of more than €500 million.

In addition to the above, Rabobank has the right to nominate a member for appointment in Achmea's Supervisory Board.

Executive Board

Responsibilities and role in corporate governance

The Executive Board is responsible for managing Achmea. This implies that the Executive Board is responsible for day-to-day business at Achmea and day-to-day business at the affiliated companies, for the accomplishment of company targets and for determining strategy and policy aimed at achieving these targets. The Executive Board maintains a set of regulations that govern the specific duties and activities of – and the division of duties between – the individual members, as well as the decision-making process within the Executive Board. The Executive Board is required to inform the Supervisory Board of any fundamental differences of opinion between the Executive Board and the management of the companies or entities. There were no fundamental differences of opinion in 2024. Each board member is directly responsible for specific Achmea activities (for further reference, see the personal profiles of the members of the Executive Board), with clear reporting lines of divisional and staff directors. The entire Executive Board is involved in the risk management anchored in the organisation and policies and their implementation. Together with another member of the Executive Board, the Chief

Financial Officer (**CFO**) and Chief Risk Officer (**CRO**) sit on the Asset Liability Committee, which is chaired by the CFO. They also sit on the Group Risk Committee, which is chaired by the CRO. This facilitates improved short-term management of the balance sheet and also guarantees integral risk management at group level. The Executive Board members ensure that the interests of all parties that have dealings with Achmea, including customers, employees, partners and shareholders are considered in a balanced way. The Executive Board takes Achmea's continuity, the corporate social environment in which Achmea operates and applicable regulations and codes into account when considering these interests. All members of the Executive Board have taken the oath or affirmation. Achmea uses the 'stakeholders' model, which ensures that overall management and decision-making are in line with the interests of customers, employees, (business) partners, sustainability, society and capital providers. This is all embedded in the strategy and identity of the Group and subsequently in the leadership profile, business plans and remuneration policy, and is also part of the considerations in every resolution adopted by the Executive Board. The formulation of objectives for the Executive Board and senior management is based on the Stakeholder Value Management model. The annual objectives have been ranked according to six different perspectives: customers, society, employees, partners, processes and financials.

End responsibility for Achmea's sustainability policy lies with the Executive Board. The Supervisory Board supervises this process. The Executive Board set up a programme called "Achmea Sustainable Together", which implements Achmea's sustainability activities.

Composition and diversity

Members of the Executive Board are appointed by the Supervisory Board on the non-binding nomination of Stichting Administratiekantoor Achmea (the holder of the A-share in Achmea B.V.). Executive Board members are selected based on their proven experience and competencies in the financial services industry. The members of the Executive Board provide a good mix of specific insurance experience (health, non-life, pension & life) and experience in the public/retail market (healthcare, pensions), the various distribution channels (direct, broker and bancassurance) and areas such as Finance, IT and HR.

As of 31 December 2024, the Executive Board was comprised of six members, three men and three women. Achmea aims to establish a good male/female ratio on the Executive Board. In addition to the aim of maintaining a balance in the Executive Board's skills while ensuring that newly appointed members have the necessary experience of insurance, finance and risk, improving gender diversity is always included in the considerations. In successor planning for the Executive Board and the management level immediately below it, the advancement of women to top positions remains a priority in each vacancy. In this, maintaining and strengthening the right mix of skills remain the key decisive factors in the selection process. The organisation also places focus on cultural diversity.

The overview below reflects the composition of the Executive Board as at the date of this Offering Memorandum, including relevant other positions of each member (at board level excluding (sub)committees).

B.E.M. Tetteroo (Chairperson)	• Vice Chairperson of the board Dutch Association of Insurers (*Verbond van Verzekeraars*) • Member of the board Achmea Foundation • Chairperson of the board Eurapco • Member of the board VNO-NCW • Member of the board RELX

M.A.N. Lamie (CFO, vice-chairperson)	• Chairperson of the supervisory board Achmea Reinsurance Company N.V. • Member of the board Achmea Pensioen- en Levensverzekeringen N.V. • Member of the board Achmea Schadeverzekeringen N.V. • Non-executive member of the board of directors Koninklijke De Heus B.V. and De Heus Animal Nutrition B.V. (as of 1 January 2025)
L.T. Suur	• Member of the board Achmea Schadeverzekeringen N.V. • Member of the supervisory board Achmea Reinsurance Company N.V. • Chairperson of the supervisory board N.V. Hagelunie • Member of the board Achmea Innovation Fund • Member of the supervisory board InShared • Vice Chairperson of the board of Directors Interamerican – Greece • Chairperson of the Non-Life Insurance sector management board the Dutch Association of Insurers (*Verbond van Verzekeraars*) • Vice Chairperson of the board Motor Guarantee Fund (*Waarborgfonds Motorverkeer*) • Vice Chairperson of the board Green Card Bureau (*Nederlands Bureau Motorrijtuigverzekeraars*) • Chairperson of the supervisory board Dutch Terrorism Claims Reinsurance Company (*Nederlandse Herverzekeringsmaatschappij voor Terrorismeschaden N.V.*) • Chairperson consultation VvV/NVGA • Member of the supervisory board Paleis Het Loo
M.G. Delfos (CRO)	• Chairperson of the supervisory board Nederlandse Pool voor verzekering van atoomrisico's (*Atoompool*) • Member of the CRO Forum
R. Otto	• Chairperson of the supervisory board InShared • Chairperson of the board of directors and remuneration committee Eureko Sigorta – Turkey

	• Chairperson of the board of directors and remuneration committee Interamerican – Greece
	• Chairperson of the supervisory board and remuneration committee Union – Slovakia
	• Senior officer outside Achmea Australia and chairperson supervisory board and remuneration committee Achmea Australia
	• Member of the board ICMIF and member of ICMIF Executive Committee
	• Member of the board AMICE (Association of Mutual Insurers and Insurance Cooperatives in Europe)
	• Vice Chairperson of the council board iFHP (International Federation of Health Plans)
	• Member of the board Thuiswinkel.org
	• Member of the supervisory board Thuiswinkel B.V.
D. de Kluis	• Member of the supervisory board Achmea Real Estate B.V.
	• Member of the board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the supervisory board Achmea Investment Management B.V.
	• Member of the supervisory board Achmea Bank N.V.
	• Member of the supervisory board of Achmea IM AM B.V.
	• Member of the supervisory board of Achmea FM AM B.V.

Supervisory Board

Responsibilities and role in corporate governance

The role of the Supervisory Board is to supervise the policies of the Executive Board and the general affairs of the company and its affiliated business. It advises the Executive Board. In discharging their duties, the members of the Supervisory Board shall be guided by the interests of the company and its affiliated business. Supervisory Board approval is required for major business-related decisions, such as the transfer of a substantial part of the company's operations, entering into or terminating a long-term partnership, major participations and investments, and termination of the employment or substantial change in the working conditions of a significant number of employees. This applies irrespective of the fact that fundamental and large-scale strategic changes or investments must be approved by both the Supervisory Board and the General Meeting in which at least 80% of the issued share capital is present or represented and in which meeting the resolution is adopted with a majority of votes cast such that this majority includes at least 80% of the total of votes to be casted by holders of ordinary shares in a General Meeting if the whole issued ordinary share capital would be present or represented. The Supervisory Board and its individual members have a responsibility to obtain all relevant information

required to perform their duties. These requirements are communicated to the chair of the Supervisory Board. Information sources are usually the Executive Board, the Company Secretary, the Risk and Compliance function, HR, Internal Audit and the external auditor. However, if deemed appropriate by the Supervisory Board, information can also be obtained from corporate officers and external advisers who can be invited to attend Supervisory Board meetings or provide continuing education. The Supervisory Board consists of members who, even if they are nominated by shareholders or the Central Works Council, act in the interest of the company as a whole in the performance of their duties. All members of the Supervisory Board participate in meetings with no reference to or prior consultation with the parties that nominated them. All members of the Supervisory Board have sworn the oath or affirmation.

Composition and diversity

The composition of the Supervisory Board and nominations in the event of vacancies reflect the cooperative shareholder structure and employee participation through Achmea's Central Works Council. The size of the Supervisory Board was set at a maximum of 10 members on the proposal of the holder of the A share; the nominations of the major shareholders were also aligned to that number. Vereniging Achmea is authorised to nominate candidates for four seats on the Supervisory Board. As the indirect holder of the A share, Vereniging Achmea also has the right to appoint the chair from among the members of the Supervisory Board. Coöperatieve Rabobank U.A. can put forward a candidate for a single seat. Gothaer Allgemeine Versicherung AG, Barmenia.Gothaer Finanzholding AG and Schweizerische Mobiliar Versicherungsgesellschaft A.G. have the right to jointly nominate one candidate. The Central Works Council will appoint three members of the Supervisory Board. This arrangement is in keeping with the legal framework of the Central Works Council's right of recommendation. In principle, every member of the Supervisory Board attends a meeting of the Central Works Council R at least once a year. The General Meeting appoints and reappoints members of the Supervisory Board on the formal recommendation of the Supervisory Board. All the proposed changes to the composition of the Supervisory Board are discussed with the Central Works Council.

As of 31 December 2024, the Supervisory Board had eight members: five men and three women. In filling a vacancy, the aim is to maintain a balanced mix of skills in the Supervisory Board while at the same time ensuring that the newly appointed Supervisory Board member also has the required knowledge and experience laid down in the profile. Members of the Supervisory Board are selected and appointed based on a profile of the required professional background, education, local and international experience, skills, diversity and independence. The current composition of the Supervisory Board is such that the mix of experience and expertise present allows the members to fulfil their obligations. In addition to diversity in terms of knowledge, expertise and age, there is also gender diversity. Achmea therefore meets the legal target for male/female diversity in the Supervisory Board. All members of the Supervisory Board are in compliance with the "Management and Supervision of Legal Entities Act" in terms of the number of supervisory board memberships that they hold. The overview below reflects the composition of the Supervisory Board as at the date of this Offering Memorandum, including relevant other positions of each member (at board level excluding (sub-)committees).

J. van den Berg (chairperson)	• Member of the supervisory board Achmea Zorgverzekeringen N.V. and its subsidiaries • Chairperson of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V. • Chairperson of the supervisory board Achmea Schadeverzekeringen N.V. • Chairperson of the supervisory board MyTomorrows

	• Member of the board Oranjefonds
	• Advisor ministry of healthcare (MOH), Singapore
	• Member of the board Diabetesfonds
	• Principal Joep Lange Institute
	• Chairperson of the advisory board Lenard and Lenard
	• Chairperson of the supervisory board Nictiz
W.H. de Weijer (vice-chairperson)	• Member of the Selection & Appointments Committee Achmea B.V.
	• Chairperson of the supervisory board Achmea Zorgverzekeringen N.V. and its subsidiaries
	• Vice Chairperson of the supervisory board Achmea Schadeverzekeringen N.V.
	• Vice Chairperson of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the supervisory board ADG Dienstengroep B.V.
	• Director / Owner W. de Weijer, board advice
R.th. Wijmenga	• Chairperson of the Audit & Risk Committee Achmea B.V.
	• Member of the supervisory board Achmea Pensioen en Levensverzekeringen N.V.
	• Member of the supervisory board Achmea Schadeverzekeringen N.V.
	• Member of the supervisory board Achmea Reinsurance Company N.V.
	• Chairperson of the Philips Pensioen Fonds
	• Chairperson of the board NSIJP (*Nederlandse Stamboek Ijslandse Paard*)
P.H.M. Hofsté	• Member of the Audit & Risk Committee and Selection & Appointments Committee Achmea B.V.
	• Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the supervisory board Achmea Schadeverzekeringen N.V.

	• Member of the supervisory board and chairperson Audit Committee Achmea Investment Management B.V.
	• Member of the supervisory board Achmea Real Estate B.V.
	• Member of the supervisory board of Achmea IM AM B.V.
	• Member of the supervisory board of Achmea FM AM B.V.
	• Member of the supervisory board and chairperson Audit Committee Rabobank
	• Member of the supervisory board and chairperson Audit Committee Koninklijke FrieslandCampina N.V.
	• Member of the supervisory board and chairperson Audit Committee Pon Holdings B.V.
	• Chairperson of the board of Stichting Nyenrode
	• Chairperson of the board of Vereniging Hendrick de Keyser
	• Chairperson of the board of Stichting Capital Amsterdam
	• Member of the advisory board vereniging Women in Financial Services Netherlands
	• Member of the advisory board SER Topvrouwen.nl
	• Member of the board Stichting Radix Nederland
	• Member of the board Impact Economy Foundation
	• Member of the Commissie Financiële Verslaggeving & Accountancy of the Dutch Authority on Financial Markets (AFM)
M.A. Kloosterman	• Chairperson of the Remuneration Committee Achmea B.V.
	• Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the supervisory board Achmea Schadeverzekeringen N.V.
	• Member of the supervisory board Achmea Bank N.V.
	• Investor director Cerberus Global Investments B.V.
M.R. van Dongen	• Member of the Audit & Risk Committee Achmea B.V.
	• Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.

	• Member of the supervisory board Achmea Schadeverzekeringen N.V.
	• Member of the supervisory board Achmea Zorgverzekeringen N.V. and its subsidiaries
	• Member of the supervisory board of Centraal Beheer PPI N.V.
	• Vice Chairperson of the supervisory board Kadaster
	• Member of the advisory board and chairperson Audit Committee TNO
	• Member of the supervisory board Rabobank
	• Vice Chairperson of the supervisory board and chairperson of the Audit Committee and the Remuneration, Selection & Appointments Committee Optiver Holding B.V.
	• Independent chair advisory council uMunthu Investment Company fund – Goodwell Investments B.V.
	• Senior Advisor BlackFin Capital Partners
	• Member of the supervisory board of Het Balletorkest
T.R. Bercx	• Member of the supervisory board Achmea Schadeverzekeringen N.V.
	• Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the supervisory board N.V. Hagelunie
	• Member of the supervisory board Stichting "Help Ze Thuiskomen"
	• Member of the supervisory board and chairperson Remuneration, Selection & Appointments Committee ProRail
	• Member of the supervisory board and chairperson Remuneration, Selection & Appointments & Governance Committee Prinses Máxima Centrum
	• Director Personnel & Culture NPO
E.C. Meijer (per 25 July 2023)	• Member of the supervisory board Achmea Schadeverzekeringen N.V.
	• Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.
	• Member of the board Vereniging Achmea

	• Chairperson of the National Citizens' Council on Climate (*Nationaal Burgerberaad Klimaat*) • Member of the supervisory board of PostNL • Chairperson of the board Stichting De Volkskrant • Co-founder and partner of Stichting De Buitenboordmotor
A. Cano (per 5 September 2024)	• Member of the Audit & Risk Committee Achmea B.V. • Member of the supervisory board Achmea Schadeverzekeringen N.V. • Member of the supervisory board Achmea Pensioen- en Levensverzekeringen N.V.

All members of the Executive and Supervisory Board elect domicile at Achmea B.V., Handelsweg 2 (3707 NH), the Netherlands.

At present there are no conflicts or potential conflicts of interest between any duties of the Executive Board and/or the Supervisory Board of Achmea and their private interests and/or other duties of members of the Executive Board and/or the Supervisory Board of Achmea. Members of the Executive Board and/or Supervisory Board may, however, obtain financial services from the Group. Further, internal rules are in place for the situation in which a conflict of interest should arise.

Shareholders and shareholders' meetings

Shareholders

The majority of Achmea's shareholders are non-listed European organisations with cooperative roots.

Customers in the Netherlands are directly represented by Achmea's largest shareholder, Vereniging Achmea, directly and indirectly through Stichting Administratie-Kantoor Achmea (STAK Achmea). Vereniging Achmea holds the depositary receipts issued by STAK Achmea for the ordinary shares held by STAK Achmea in the capital of Achmea B.V. As of 31 December 2023, STAK Achmea's board consisted of the two deputy chairs of Vereniging Achmea and two directors of Vereniging Achmea. The prior approval of Vereniging Achmea's board is required for the adoption of important resolutions by STAK Achmea. In certain cases, the prior approval of Vereniging Achmea's Council of Members is also required. As of 31 December 2024 Vereniging Achmea owns – partly through STAK Achmea – a total of 68.02% of the ordinary shares in the capital of Achmea B.V. Coöperatieve Rabobank U.A., Achmea's second largest shareholder, is likewise a cooperative organisation. As of 31 December 2024, Coöperatieve Rabobank U.A. owns a total of 30.16% of the ordinary shares in the capital of Achmea BV. Other shareholders, which as of 31 December 2024 jointly hold 1.82% of the ordinary shares in the capital of Achmea B.V., are Gothaer Allgemeine Versicherung AG, Barmenia.Gothaer Finanzholding AG and Schweizerische Mobiliar Versicherungsgesellschaft A.G. Gothaer Allgemeine Versicherung AG, Barmenia.Gothaer Finanzholding AG and Schweizerische Mobiliar Versicherungsgesellschaft A.G. are members of the Eurapco alliance of independent European financial services providers (see www.eurapco.com for further information).

The shareholder structure of the Group is as follows as of 31 December 2024 (See also "*Description of the Issuer – Recent Developments*").

	Voting and capital rights
Vereniging Achmea (directly and via STAK)[11]	68.02%
Coöperatieve Rabobank U.A.	30.16%
Gothaer Allgemeine Versicherung AG	0.52%
Barmenia.Gothaer Finanzholding AG	0.60%
Schweizerische Mobiliar Versicherungsgesellschaft A.G.	0.70%

Audit & Risk Committee

The "Audit & Risk Committee" is a committee of the Supervisory Board and consists of at least three members of the Supervisory Board (the **Audit & Risk Committee**). The Audit & Risk Committee currently consists of Mr R.Th. Wijmenga (chairman), Ms M.R. van Dongen, Ms P.H.M. Hofsté and Mr A. Cano. It meets at least seven times a year, next to at least one meeting a year with solely the external auditors. The external auditors may request an additional meeting if they consider this necessary without management being present. Meetings of the Audit & Risk Committee are usually attended by the CFO, the CRO and the director of Internal Audit. At the Chairperson's request, the directors of Finance, Compliance and Risk Management are invited to discuss the agenda items relevant to them. Specialists may be invited to attend part of the meeting for discussions on specific topics.

Responsibilities and duties

The Audit & Risk Committee advises the Supervisory Board in fulfilling its supervising responsibilities.

Therefore the Audit & Risk Committee reviews, amongst others:

(a) (the integrity of) the Group's financial reporting process;

(b) the Group's actuarial reporting and modelling;

(c) the effectiveness of the Group's internal controls;

(d) the Group's risk management processes;

(e) the effectiveness of the compliance processes with regard to regulatory issues;

(f) the external audit processes; and

(g) any other matters as directed by the Supervisory Board.

Share capital

The authorised share capital as at 31 December 2023 comprises of 2,103,943,009 ordinary shares and 1 A share. The issued share capital as at 31 December 2023 is €410,820,174 and consists of 410,820,173 ordinary shares and 1 A share. On 31 December 2023, the preference shares were withdrawn. All issued shares are fully paid up[12].

The largest shareholder of the ordinary shares and holder of the A share of Achmea is Vereniging Achmea (directly and through Stichting Administratie-Kantoor Achmea, the shareholder that has issued depository receipts for shares to Vereniging Achmea), holding 66.94% of the voting rights.

[11] Vereniging Achmea owns 9.17% directly and 57.77% indirectly through Stichting Administratie-Kantoor Achmea.
[12] All with a nominal value of €1,-

There are special rights attached to the A share. Certain shareholder resolutions require the approval of the holder of the A share, as further set out in the Articles of Association, and including, without limitation, resolutions relating to the share capital of Achmea, mergers and the dissolution.

Each of the holders of ordinary shares and the A share are entitled to receive dividends as declared from time to time as well as to distributions upon liquidation of Achmea. The ordinary shares and the A share carry identical financial rights and each of these shares is entitled to one vote at the General Meetings. In addition, the A share is entitled to the special rights described above.

The Articles of Association contain the following provisions regarding appropriation of results. The result will be appropriated pursuant to Article 34 of the Articles of Association and the provisions of this article can be summarised as follows:

- The profit shall be at the disposal of the General Meeting;
- Profit may only be distributed to shareholders and other persons entitled to distributable profits to the extent that its equity exceeds the total amount of its issued share capital and the reserves to be maintained pursuant to the law. The distribution of profit must be approved by the Executive Board. The latter will only withhold its approval if it is aware that, or should reasonably be able to anticipate that, the company, upon payment, will not be able to continue paying its due and payable debts;
- In line with the proposal of the Executive Board and after approval by the General Meeting on 21 December 2023, a new dividend policy was adopted by the General Meeting starting from the financial year 2023; and
- In the new dividend policy, the proposed dividend will be based on a market-based annual dividend yield of 7% of the calculated value of Achmea. The Executive Board may offer Achmea's shareholders a choice between a (partial or whole) cash dividend or in the form of ordinary shares of Achmea. The new policy offers Achmea's shareholders a more stable dividend and increases Achmea's financial flexibility. The new dividend policy applies to the financial years 2023, 2024 and 2025. After this period, the dividend policy will be reassessed by Achmea.

Contingent liabilities in respect of shares subject to a put option and agreements

Under the terms of the Assignment of Put Option Agreements concluded on 30 May 2005, upon exercise of their put option, a number of minority shareholders of Achmea (then known as Eureko B.V.) have the right to sell all or part of their shares to a third party. Achmea's contractual obligation to repurchase the shares, in case of exercise of a put option by a minority shareholder, has been taken over by the relevant third party. When a put option is subsequently exercised and the offered shares are transferred to this third party, a group company designated by Achmea (**Achmea entity**) has the obligation to enter into a derivative transaction with that third party. Upon entering into this transaction, the Achmea entity pays to that third party as buyer of the shares an upfront amount that is equal to the purchase price owed by this buyer to the selling shareholder under the put option in question and that is determined in the manner stipulated in the contract. The value of the outstanding put options will be determined between buyer and seller upon exercise or transfer and cannot be accurately determined as at the balance sheet date. Based on the number of outstanding put options, the value of the upfront amount is expected to be in the range of €60 million and €75 million.

Through the derivative transaction, part of the risk of change in value of the shares is taken over by the Achmea entity from the third party.

Purpose / ESG strategy

The purpose of Achmea's ESG strategy is "Sustainable Living. Together". Achmea's ambition is to create sustainable value for its customers, its employees, the company and society. Achmea does this based on its mission to solve major social issues together. In doing so, Achmea focusses on four domains:

(a) bringing healthcare closer;

(b) smart mobility;

(c) carefree living & working; and

(d) income for today and tomorrow.

These domains are aligned with Achmea's activities and competencies. Within these domains Achmea periodically select a number of tangible social issues for closer scrutiny. Here, Achmea targets issues that affect large numbers of people and have a significant impact.

Achmea adopts a visible position on the selected social issues from its four strong brands Interpolis, Zilveren Kruis, Centraal Beheer and Achmea. Achmea enters into dialogue with its customers and partners and challenges itself to come up with solutions.

Accordingly, Achmea strives to contribute to achieving the United Nation's Sustainable Development Goals (**SDGs**). These 17 SDGs form the '2030 Agenda for Sustainable Development'. Achmea focuses on 5 SDGs that are closely related to the four domains. These are SDG 3 (*Good health and well-being*), SDG 8 (*Decent work and economic growth*), SDG 10 (*Reduced inequalities*), SDG 11 (*Sustainable cities and communities*) and SDG 13 (*Climate Action*).

Furthermore, Achmea’s new target on impact investments is 10% of Achmea’s own investments by 2025.

Climate Change

For Achmea, climate change is a key sustainability theme containing major social, economic and financial challenges. Achmea is committed to achieving CO2-neutral business operations in 2030, CO2-neutral corporate investments in 2040 and a CO2-neutral insurance portfolio in 2050. It is within this context that Achmea has joined the "Forum for Insurance Transition to net-zero" and committed to a transition pathway to CO2 neutrality.

Achmea has formulated a strategy for climate-related issues that is made up of four building blocks:

(a) Improving knowledge and understanding of the risks relating to climate change by monitoring developments and conducting research into their impact. Achmea incorporates the insights from climate risks into risk management frameworks, such as catastrophe risk, by translating these insights into the models that Achmea uses to define insurance risks and subsequently applying them within the reinsurance program.

(b) Creating awareness of the risks of climate change by conducting dialogue with customers and society, for example through the Climate Adaptation Monitor.

(c) Developing propositions and services for Achmea's customers in order to restrict climate-related damage or loss (adaptation) and help them reduce their carbon footprint (mitigation).

(d) Achieving CO2-neutral business operations by 2030 and reducing the climate footprint of Achmea's insurance, banking and investment portfolio, as well as fostering the energy transition through Achmea's investments, mortgage loans and insurance offerings.

ESG governance

The ultimate responsibility for Achmea's sustainability policy and related climate issues rests with the Executive Board while the Supervisory Board supervises this process. In 2021, the Executive Board established the "Achmea Sustainable Together" program to implement Achmea's sustainability ambitions, plans and activities, including those related to climate issues. The program features distinct workflows for various activities, such as: (1) Insurance and services, (2) Investing and financing and (3) Own internal operations. Additionally, there are separate workflows for Achmea's foreign entities and for creating internal mobility. Each workflow includes representatives from all relevant segments and has defined long-term ambitions, which are translated into annual targets and activities. A member of the Achmea Directors' Council is responsible for each workflow.

The programme is under the direction of a programme board (the **Programme Board**) which oversees the implementation of the sustainability ambitions and monitors progress. The Programme Board, consists of workflow chairs, directors of a number of segments and two members of the Executive Board and is responsible for making decisions on sustainability policy and plans. The CRO leads the Programme Board on behalf of the Executive Board and reports to it quarterly. All significant decisions made by the Programme Board are submitted to the Executive Board for approval. Various consultative bodies provide advice and support for the implementation of the workflows. Additionally, the "Sustainability Laws and Legislation Steering Committee" ensures Achmea's timely compliance with current and future sustainability legislation.

2023 Financial results

Group results - Key figures

	(€ million, unless otherwise stated)		
RESULTS	**2023**	**2022[13]**	Δ
Non-Life Netherlands	309	258	20%
Pension & Life Netherlands	208	307	-32%%
Retirement Services	47	-3	n.m.**
International activities	6	-20	n.m.**
Other activities	-129	-212	n.m.**
Operational result[14] excluding Health Netherlands	**441**	**330**	**34%**
Health Netherlands	187	189	-1%
of which Basic Health Insurance	79	64	23%
of which Supplementary Health Insurance and other	108	125	-14%
Operational result including Health Netherlands	**628**	**519**	**21%**
Non-operational result[15]	326	-1,574	n.m.**
Result before tax	**954***	**-1,05***	**n.m.****
Corporate income tax expenses	140*	-247*	n.m.**
Net result	**814***	**-808***	**n.m.****

[13] Recalculated in accordance with IFRS 9/17 and new definition of operational result.

[14] Operational result (an alternative performance measure, see also the section entitled "*General Information, item 19"*.) is equal to the result before tax adjusted for reorganisation expenses, results from mergers & acquisitions and application of an expected return method for the net financial result from (re)insurance activities. Using this method, Achmea bases its calculations on the expected market rates at the start of the year and normalised returns on investments in equity and investment property. The same market rates are also used to determine the discount curve and provision for accrual of Achmea's insurance liabilities when calculating the operational result.

[15] Non-operational result is an alternative performance measure, see also the section entitled "*General Information, item 19"*.

	(€ million, unless otherwise stated)		
Gross operating expenses[16]	**2,375**	**2,175**	**9%**
Non-Life Netherlands	4,044	3,881	4%
Health Netherlands	15,571	14,790	5%
Pension & Life Netherlands	819	813	1%
International activities	1,756	1,453	21%
Gross written premiums[17]	**22,333**	**21,088**	**6%**

BALANCE SHEET	31-12-2023	31-12-2022	Δ
Total assets	77,718*	76,735*	1%
Total equity	8,980*	8,597*	4%

ASSETS UNDER MANAGEMENT (IN € BILLION)	31-12-2023	31-12-2022	Δ
Achmea Investment Management	190	166	14%
Syntrus Achmea Real Estate & Finance	41	41	0%
Total Assets under Management**	**218**	**194**	**12%**

SOLVENCY II	31-12-2023	31-12-2022	Δ
Solvency ratio after dividend[18]	183%[19]	209%	-26 pp
Solvency ratio insurance entities and holding company	196%	219%	-23 pp
Solvency ratio asset management and other	221%	222%	-1 pp
Common Equity Tier 1 ratio Achmea Bank	16.9%	18.2%	-1.3 pp

RATINGS	31-12-2023	31-12-2022	
S&P (Financial Strength Rating)	A (Stable)	A (Stable)	Unchanged
Fitch (Insurer Financial Strength)	A+ (Stable)	A+ (Stable)	Unchanged

* Audited
** n. m.: not meaningful
**Total Assets under Management after eliminations

EMPLOYEES IN THE NETHERLANDS AND ABROAD[20]	31-12-2023	31-12-2022	Δ
FTEs Netherlands	14,271	14,075	1%
FTEs International	3,508	3,451	2%
Total FTEs	**17,779**	**17,526**	**1%**

Overview of Group Results

Transition to new accounting standards

For the first time, in the financial year 2023 Achmea is reporting its results in accordance with the new IFRS 9 and IFRS 17 accounting standards. Under these IFRS 9/17 standards, the value changes of both

16 Gross operating expenses comprise personnel costs, depreciation costs for property for own use and equipment and general expenses, including IT expenses and marketing expenses.

17 Please note that the total of the gross written premiums includes 403 (2022: 377) other activities and -260 (2022: -226) inter segment eliminations. Gross written premiums (or premiums) for Property & Casualty insurance (with the exception of disability insurance contracts) and Health insurance relate to insurance contracts with starting dates during the reporting period and comprise the contractual premiums throughout the entire contract period. The gross written premiums for Health insurance also include the contribution from the Health Insurance Equalisation Fund. The contract period is the period during which Achmea is unable to (entirely) adjust the premiums or the insurance policy conditions for the changed risk profile of policyholders. For the other insurance contracts, the amount of gross written premiums is equal to the premiums owed or earned during the contract period.

18 The solvency ratios reported here are based on a Partial Internal Model and are after the deduction of (planned) payment of dividends and coupons on hybrid capital.

19 The solvency ratios reported here are after the deduction of dividends, but also after the payment of coupons on hybrid capital.

20 The number of FTEs is based on a working week of 34 hours.

the investments and the liabilities deriving from changes to e.g. interest rates and equity and real estate prices are recognised in the income statement. This impact was largely included under equity under IAS 39/IFRS 4 and therefore had less of an effect on the net result.

As a result, movements on the financial markets can cause greater volatility in the result under IFRS 9/17. In order to maintain focus and control on the underlying development of the results, Achmea has chosen to focus on the operating result, based on an 'expected return' methodology for determining the financial results. This means that volatility from market movements is recognised in the non-operational result. In the expected return method market rates at the start of the year and normalised returns on investments in equities and investment property are used. The same market rates are used to determine the discount curve and provision for accrual of Achmea's insurance liabilities when calculating the operational result. In addition, the operational result is adjusted for reorganisation expenses and transaction results from mergers and acquisitions. These adjustments enable the operational result to accurately reflect Achmea's underlying financial performance.

Under the adjusted financial indicators the results will give comparable through-the-cycle outcomes, whereby Achmea maintains its ambitions for 2025.

The comparative figures for 2022 have been adjusted accordingly. Recognition of the market value developments of the investments and the insurance liability in the income statement under IFRS 9/17 leads to a substantially lower net result over 2022 as compared to IAS 39/IFRS 4. Exceptional market conditions, including the sharply higher interest rates, spreads and lower equity prices, had a significant negative impact on the result in 2022 under IFRS 9/17. By using the expected return method, the operational result is significantly less sensitive to extreme market conditions.

For more information regarding the transition to IFRS 9/17, please refer to Note 34 ("*Notes on the transition to IFRS 9/17*") in the section "*Notes to the consolidated Financial Statements Achmea B.V.*" (set forth on pages on page 271 of the Annual Report 2023).

Operational results

The operational result increased strongly to € 628 million in 2023 (2022: € 519 million). This was driven by an improvement in the operational result excluding Health Netherlands, which increased to € 441 million (2022: € 330 million). The target for 2025 of operational result excluding Health Netherlands will be EUR 550–600 million.[21] The result at Health Netherlands was more or less stable. The target for 2025 of Health Netherlands will be EUR 100-150 million.[22] The operational insurance service result excluding Health Netherlands amounted to € 287 million (2022: € 301 million).

OPERATIONAL RESULT **(€ million)**

	2023	2022*	Δ
Operational result excluding Health Netherlands	**441**	**330**	**111**
Operational insurance service result excl. Health Netherlands	287	301	-14
Net operational financial result excl. Health Netherlands	278	312	-34
Other results excl. Health Netherlands	-124	-283	159
Operational result Health Netherlands	**187**	**189**	**-2**
Operational insurance service result Health Netherlands	32	184	-152
Net operational financial result Health Netherlands	147	3	144
Other results Health Netherlands	8	2	6
Operational result including Health Netherlands	**628**	**519**	**109**

* Recalculated in accordance with IFRS 9/17 and new definition of operational result

[21] Target based on IFRS 4 / IAS 39 accounting framework and definition of operational result. The target will remain in place under the updated definition of the operational result under IFRS 9/17.

[22] Target based on IFRS 4 / IAS 39 accounting framework and definition of operational result. The target will remain in place under the updated definition of the operational result under IFRS 9/17.

There was a significant increase in the operational insurance service result at Non-Life and Achmea Reinsurance. At Non-Life Netherlands, this increase was supported by premium growth and further investments in digitalisation. In addition, higher interest rates and lower inflation expectations had a positive impact. Compared to 2022, there were no major storm-related claims in 2023. However, Achmea is seeing more weather-related claims and at car insurance a higher cost of claims due to increased traffic intensity, resulting in higher bodily injury and other claims. At Income Protection the result has improved due to a lower cost of claims in the disability insurance portfolio. The increase at Achmea Reinsurance was driven by the lower impact from catastrophe-related claims, especially on Achmea's reinsurance portfolio for third-party risk, and also by implemented price adjustments and margin improvements. At Pension & Life Netherlands the insurance service result declined because of an allocation to the provision arising from the settlement reached with the interest groups for unit-linked policyholders.

The insurance service result at Health Netherlands was lower due to higher healthcare costs in the current underwriting year and a negative effect on the result for previous years deriving from the impact from the outcome of the solidarity scheme related to Covid-19.

Achmea's net operational financial result increased to € 425 million (2022: € 315 million). This was driven mainly by an increase within Health Netherlands due to higher interest rates and spread widening on fixed income investments.

Other results improved to € 116 million negative (2022: € 281 million negative). This result is negative as it includes amongst others the expenses of the holding and shared service activities, as well as the financing charges for the bonds issued by Achmea. The operational result for the holding company improved versus last year, in part because of higher investment income and the higher valuation for a divested property.

At Retirement Services the result increased in 2023, thanks to growth in the mortgage portfolio at Achmea Bank and an improved interest margin. The result at the other parts of Retirement Services was impacted by further investment in the organisation and systems for the implementation of the new pension legislation. Negative developments in the real estate market (lower valuations) are also adversely affecting the result.

Result before tax

			(€ Million)
	2023	**2022****	Δ
Operational result[23]	628	519	109
Non-operational result[24]	326	-1,574	1,900
Non-operational financial result	344	-1,531	1,875
Reorganisation expenses	-14*	-14*	0
Transaction results (mergers and acquisitions)	-4*	-29*	25
Result before tax	954*	-1,055*	2,009

* Audited

** Recalculated in accordance with IFRS 9/17 and new definition of operational result

The non-operational result amounted to € 326 million in 2023 (2022: € 1,574 million negative).

The non-operational financial result from (re)insurance activities was € 1.9 billion higher in 2023 than in 2022. This higher result derives from the positive trends on the financial markets in 2023 compared to the exceptionally negative development of financial markets in 2022. In 2022, the 5-year European swap rate increased by 321 bps to 3.23%, while yields on government bonds displayed similar increases. The MSCI World index dropped by nearly 20% in 2022.

[23] This is an alternative performance measure, see also the section entitled "*General Information, item 19"*.
[24] This is an alternative performance measure, see also the section entitled "*General Information, item 19"*.

The return on real estate, including property investment funds, decreased to € 121 million negative in 2023 (2022: € 37 million positive) as a result of market value developments, in part due to higher interest rates. This negative effect in 2023 was offset in full by the higher returns on the other asset classes. The return on equities and similar instruments was € 173 million positive in 2023 (2022: € 136 million negative), which resulted in the total return on these investments exceeding the expected return.

The difference between the impact of developments in interest rates and spreads on Achmea's fixed income investments on the one hand and the liabilities relating to insurance contracts on the other improved in 2023 versus 2022. The positive interest rate effect can be explained by the fact that (long-term) interest rates and spreads barely changed in 2023, while exceptional market conditions in 2022 had a significant negative impact on the result under IFRS 9/17. This resulted in a higher non-operational financial result in 2023.

Reorganisation expenses and the transaction result from mergers and acquisitions added up to € 18 million negative over 2023 (2022: € 43 million negative).

Net result

The net result amounted to € 814 million in 2023 (2022: € 808 million negative). The effective tax expenses were € 140 million (14.7%). The effective tax rate is lower than the nominal tax rate, mainly as a result of the deduction of the interest payments on perpetual bonds of which the interest expenses are recognised through equity and the tax exempt revenues of Achmea's Health business.

Revenues

GROSS WRITTEN PREMIUMS IN THE NETHERLANDS AND ABROAD **(€ million)**

	2023	2022	Δ
Gross written premiums	22,333	21,088	6%
Non-Life Netherlands	4,044	3,881	4%
Health Netherlands	15,571	14,790	5%
Pension & Life Netherlands	819	813	1%
International activities	1,756	1,453	21%

Gross written premiums increased by 6% to € 22,333 million in 2023 (2022: € 21,088 million).

Premiums at Non-Life Netherlands grew by 4% to € 4,044 million (2022: € 3,881 million) due to autonomous growth and indexation of premiums and insured values. At Achmea's international non-life business, premiums increased by 22% to € 849 million (2022: € 696 million).

Premiums within Health Netherlands increased by 5% to € 15,571 million (2022: € 14,790 million) thanks to higher premiums caused by healthcare costs inflation and a higher contribution from the Health Insurance Equalisation Fund while the number of insured decreased. Premiums from Achmea's international health business grew by 21% to € 862 million (2022: € 714 million), largely owing to growth in Slovakia.

Gross written premiums from pension and life insurance policies both in the Netherlands and internationally increased by 1% to € 864 million (2022: € 856 million).

At Retirement Services, revenues grew by 21% to € 490 million in 2023 (2022: € 404 million), mostly as a result of the higher interest margin at Achmea Bank. Assets under management at Achmea Investment Management grew to € 190 billion (year-end 2022: € 166 billion) thanks to new inflow and positive developments on the financial markets. Assets under management at Syntrus Achmea Real Estate & Finance B.V. remained unchanged at € 41 billion as at 31 December 2023 (year-end 2022: € 41 billion) despite lower real estate valuations.

Gross operating expenses

The gross operating expenses that are allocated to the insurance activities are recognised under the expenses from insurance-related services. The part of operating expenses that are not allocated to the insurance activities and operating expenses from the other activities are recognised under Operating expenses in the income statement.

TOTAL GROSS OPERATING EXPENSES **(€ million)**

	2023	2022	Δ
Related to insurance activities*	1,764*	1,652*	7%
Related to non-insurance activities	611	523	17%
Gross operating expenses	2,375	2,175	9%

*Audited

Gross operating expenses increased by 9% to € 2,375 million in 2023 (2022: € 2,175 million). This increase relates to strategic investments and portfolio growth, further investments in the digitisation of business operations, higher personnel costs, inflation together with the impact of laws and regulations. The efficiency achieved through digitisation has a particularly positive effect on the claims ratio because of the corresponding lower claims handling expenses. The higher personnel expenses derive from wage increases under the collective labour agreement and the higher number of FTEs.

The total number of employees grew slightly to 17,779 FTEs (year-end 2022: 17,526 FTEs). In the Netherlands, the number of FTEs increased to 14,271 (year-end 2022: 14,075 FTEs) due to acquisitions and portfolio growth. The total number of employees outside the Netherlands remained fairly stable at 3,508 FTEs (year-end 2022: 3,451 FTEs).

Capital management - Total equity

Achmea's equity increased by € 383 million to € 8,980 million in 2023 (year-end 2022: € 8,597 million). This is driven by the net result in 2023, dividend payments and the withdrawal of preference shares as of 31 December 2023.

DEVELOPMENT OF TOTAL EQUITY **(€ MILLION)**

Total equity 31.12.2022**	**8,597***
Net result	814*
Revaluation of net defined benefit liability	-54*
Unrealised gains and losses on property for own use	-18*
Movement in exchange difference reserve	-9*
Results from participations	2*
Dividends and coupon payments to holders of equity instruments	-85*
Issue, sale and buyback of equity instruments	-267*
Minority interest	0*
Total equity 31.12.2023	**8,980***

*Audited
** Recalculated in accordance with IFRS 9/17

Solvency II

The solvency position of the Group is solid at 183% as of the end of December 2023 (year-end 2022: 209% and minimal ambition for 2025: >165). Solvency has decreased due to growth of Achmea's business, market developments, model changes and the repurchase of capital instruments. The increase in the required capital is driven by higher healthcare costs and an increased net retention and higher premiums on Achmea's reinsurance programme. Growth at Non-Life and in Achmea Bank's mortgage portfolio led to an increase in required capital. The investment results and release of capital at Pension & Life made a positive contribution. Market developments had a negative impact. This was driven by

interest rate and spread developments, including higher mortgage spreads, an increase in required capital due to the annual calibration of the market risk model and an adjustment in the investment portfolio. Methodology and model changes contributed negatively due to stricter sector-wide capital requirements at Achmea Bank and an increase of the risk margin at Achmea Pension & Life, which were partly offset by the positive impact of a sector-wide change to the contract boundary for disability insurance policies. The repurchase of preference shares and partial Tier 2 refinancing had a negative effect on the Solvency II ratio.

The solvency ratio of the insurance entities, including the holding company, stands at 196% (2022: 219%) and is robust. The solvency ratio for Asset Management and the other entities is 221% (2022: 222%). Achmea Bank's Common Equity Tier 1 ratio stood at 16.9% as of year-end 2023 (2022: 18.2%).

The Solvency II ratio takes into account the proposal adopted at the General Meeting on 9 April 2024 to pay dividends on shares totalling € 267 million. This proposal is based on the new dividend policy, in which the dividend will be 7.0% of Achmea's calculated value. Taking into account the expected choice by the shareholders between a dividend (partial or full) in cash or in the form of Achmea ordinary shares, the calculation of the Solvency II ratio assumes a cash dividend payment of € 70 million.

SOLVENCY II RATIO FOR THE GROUP **(€ million)**

	31-12-2023	31-12-2022	Δ
Eligible Own Funds under Solvency II	8,848	9,195	-347
Solvency Capital Requirement	4,840	4,410	430
Surplus	4,008	4,785	-777
Solvency II Ratio	**183%**	**209%**	**-26pp**

Free Capital Generation[25]

Total Free Capital Generation (FCG)[26] amounted to € 301 million negative in 2023 (2022: € 137 million negative), mainly due to some negative one-off developments. The FCG from operating activities, including the release of capital from the service book of Pension & Life, amounted to € 402 million (2022: € 149 million). Required capital increased with € 52 million from commercial growth at Non-Life and Achmea Bank. The increase in required capital resulting from the adjusted reinsurance cover had a negative impact on the FCG of € 110 million (2022: € 0 million). The target for FCG for 2025 will be EUR 500 million.

Market developments, model adjustments and other effects had a negative effect of € 593 million (2022: € 286 million negative) on balance. Market developments were driven by increased mortgage spreads, the impact from the annual calibration of the market risk model and an adjustment of the investment portfolio. Methodology and model changes, including a sector-wide change to the contract boundary for disability insurance policies and an increase of the risk margin at Pension & Life, had a negative effect on the FCG, as well as the provision for the finalisation of unit linked insurance policies. The results and development of the capital position of Achmea's Dutch health activities are not part of the FCG.

Financing

The debt-leverage ratio[27] improved to 27.5% per 30 June 2024 (year-end 2023: 25.9% and minimal ambition for 2025: <30). This increase was driven by the issuance of € 750 million Tier 2 capital securities in April 2024 and a tender offer in which € 357 million Tier 2 2015 capital securities were purchased. This 27.5% is well below the 30% maximum level defined in Achmea's risk appetite. Due

[25] This relates to the amount of free capital that is generated. This is the increase in capital above the required capital.
[26] This is an alternative performance measure, see also the section entitled "*General Information, item 19"*.
[27] Debt-leverage ratio: (non-banking debt + perpetual subordinated bonds) as a percentage of the total (total equity + non-banking debt + perpetual subordinated bonds + CSM + risk adjustment -/- goodwill).

to the higher operational result, the fixed-charge coverage ratio[28] based on the definition of operational result under IFRS 9/17 increased to 6.3 per 30 June 2024 (FY 2023: 6.2 and minimal ambition for 2025: >4). The fixed-charge coverage ratio based on the result before tax increased to 10.1 per 30 June 2024 (FY 2023: 8.7). Achmea has a minimal ambition for holding cash position at year-end 2025 between 250 and 400 million.

On 13 March 2024 and on 28 November 2024, Standard & Poor's (S&P) affirmed its A rating and stable outlook for Achmea's Dutch core insurance entities. Revised criteria for S&P's capital model had a positive effect on S&P's view of Achmea Group's capital position. The rating reflects S&P's expectation that Achmea's net result will recover in the period 2023-2025, lifting the fixed-charge coverage ratio, and allowing Achmea to maintain its capital position. S&P expects the group to maintain its leading market positions in the non-life and health activities. The credit rating (ICR[29]) for Achmea B.V. remained unchanged at BBB+. The rating (FSR[30]) for Achmea Reinsurance Company N.V. and the rating (ICR) for Achmea Bank remained unchanged at A-.

Fitch affirmed its rating for Achmea B.V. and its insurance entities on 4 July 2024 and 3 December 2024. Achmea was awarded a score of Very Strong with regard to its business profile, capitalisation and investment risk management. Its ratings are A (IDR[31]) and A+ (IFS[32]) respectively with a stable outlook.

Capital and liquidity position

Achmea aims to be adequately capitalised at all times. This is necessary in order to be able to protect the interests of all stakeholders in the short and long term. In this respect it is necessary to at least comply with the capital requirements under Solvency II and to attain Achmea's rating ambitions.

Developments in 2022 and 2023

Key developments for capital management in 2022 and 2023:

- Achmea's capital adequacy policy describes the capital and liquidity standards for the Group and the supervised entities. Within the Group, at least €1 billion in available liquidity, consisting of an unused committed revolving credit facility of €1 billion and a buffer at group level, excess capital above the limits of the supervised entities, is available to support the supervised entities if this becomes necessary.

- Besides monitoring, the capital position under Solvency II Achmea also monitors the economic solvency.

- Achmea's capital requirements are calculated via an approved partial internal model. Achmea uses an internal model for Non-Life and Health SLT from the start of Solvency II per 1 January 2016. In 2018, also the internal model for market risk was approved by the College of Supervisors. It is used for prudential reporting as of 1 July 2018. An internal model more accurately reflects the risks that Achmea considers appropriate to its profile. In its Own Risk and Solvency Assessment (**ORSA**) performed in 2023, Achmea has defined a set of stress scenarios. Based on the assumptions used, under most stress scenarios the Solvency II ratio is expected to remain above the 165% target level. In one single scenario and three combined scenarios the Solvency II ratio decreases below the 165% level. In three of those scenarios autonomous recovery above the 165% target level will take place within the recovery periods

[28] The fixed-charge coverage ratio is based on the results and financing charges of the last four quarters. This is an alternative performance measure, see also the section entitled "*General Information, item 19"*.
[29] ICR: Issuer Credit Rating.
[30] FSR: Financial Strength Rating.
[31] IDR: Issuer Default Rating.
[32] IFS: Insurer Financial Strength.

defined in the capital adequacy policy. In only one combined scenario additional measures are needed for timely recovery. Sufficient recovery measures are available to recover above the 165% level within the timelines defined in the capital adequacy policy.

- Linked to the ORSA and the recovery plan, Achmea has identified a set of recovery measures, which, if implemented, could (partly) mitigate the impact on the Solvency II ratio of Achmea specific, or market wide, stress events. For each measure, the benefits, conditions for implementation, possible disadvantages and time needed for implementation have been identified.

Solvency II

Achmea determines the Solvency position by means of a PIM. The scope of the internal model parts is:

- Non-Life Underwriting Premium and Reserve Risk stemming from the Greek and Dutch Non-Life insurance activities. Achmea Reinsurance Company N.V. does not use an internal model for Non-Life underwriting Premium and Reserve Risk;

- NSLT Health Underwriting Premium and Reserve Risk stemming from the Greek and Dutch Non-Life insurance activities;

- Non-Life Natural catastrophe risk stemming from the Greek and Dutch insurance activities (excluding external incoming reinsurance contracts, only business stemming from entities within Achmea);

- Health Underwriting Risk SLT stemming from the Dutch Non-Life insurance activities;

- Interest Rate Risk, Equity Risk, Property Risk and spread risk for the Dutch insurance entities and Achmea (Group) (stemming from the entities using an internal model for Market Risk, Market Risk stemming from the legal entity Achmea and Market Risk stemming from the Dutch Health insurance entities is included in the consolidated data).

The other risks are calculated using the Solvency II standard formula. The post-proposed dividend solvency ratio under Solvency II is 183%[33] as at 31 December 2023 (31 December 2022: 209%[34]). The Solvency II eligible own funds amount to €8,848 million as at 31 December 2023 (31 December 2022: €9,195 million).

SOLVENCY RATIO (€ MILLION)

	2023	2022	Δ
Eligible own funds Solvency II	8,848	9,195	-347
Solvency Capital Requirement	4,840	4,410	430
Surplus	4,008	4,785	-777
Ratio (%)	183%	209%	-26 pp

ELIGIBLE OWN FUNDS SOLVENCY II (€ MILLION)

	31-12-2023	31-12-2022
Tier 1 restricted	456	699
Tier 1 unrestricted	6,496	6,622
Tier 2	1,292	1,467
Tier 3	605	408
Total eligible own funds Solvency II	8,848	9,195

[33] The solvency ratios reported here are after the deduction of dividends, but also after the payment of coupons on hybrid capital.
[34] The solvency ratios reported here are after the deduction of dividends, but also after the payment of coupons on hybrid capital.

ELIGIBLE OWN FUNDS SOLVENCY II (€ MILLION)

	31-12-2023	31-12-2022
Available headroom restricted tier 1	1,168	957
Available headroom tier 2 + tier 3	119	0

The restricted tier 1 capital and tier 2 capital is composed of four hybrid loans (as per 31 December 2023).

TIERING OF CAPITAL UNDER SOLVENCY II (€ MILLION, 31-12-2023)

	Tiering	Market value
Perpetual at 4.625% interest	Restricted tier 1	456
Perpetual at 4.250% interest	Tier 2	758
Subordinated debt at 6.750% interest	Tier 2	315
Subordinated debt at 2.500% interest	Tier 2	219

As at 31 December 2023, the Solvency II ratio has decreased by 26 percentage points to 183% (31 December 2022: 209%). The decreased capital position is the result of a combination of a € 347 million decrease in the eligible own funds Solvency II to € 8,848 million (2021: € 9,195 million) and a € 430 million increase in the SCR to € 4,840 million (2022: € 4,410 million).

The decrease in the ratio, compared to 2022, has several drivers. The first driver relates to the effect of methodology and model changes. An adjustment of the run-out patterns for the Risk Margin in the pension and life business leads to an increase in the Risk Margin. In addition, the changed calculation of the DTA/DTL (as prescribed by DNB) has a negative effect on the ratio. A significant model change regarding the calculation of interest rate risk within Market Risk, the qualification of individual AOV (disability insurance) products as long-term products and other model changes lead to a positive effect on the ratio. Taking these together, the methodology and model changes lead to a negative effect on the ratio. Finally, Achmea has reached an agreement with interest groups on a final settlement for investment insurance customers. The impact of the agreement on Achmea's capital position is limited.

The hardening of the reinsurance market leads to higher retention resulting in an increase in claims risk. This is partly offset by decreased external incoming reinsurance business due to the strategic reorientation of Achmea Reinsurance Company N.V. (hereafter Achmea Reinsurance). A negative development in the expected result for the healthcare portfolio in recent years (2023 and earlier) and a positive expected result for 2024 results in a limited decrease in available capital under Solvency II. In the non-life portfolio, a lower than expected result on the retail portfolio is partly offset by stronger than expected results on the corporate and income portfolio and this leads to a limited decrease in available equity.

The decline of the yield curve, positive returns and spread movements have on balance a positive effect on equity despite the run-off of mortgage spreads with a negative impact. The annual calibration of the economic scenarios used in the internal model for determining Market Risk led to an increase in required capital and thus a decrease in the ratio. Adjustments of the equity portfolio leads to a positive impact on the ratio via a lower capital requirement.

Own funds

Tier 1 capital decreased, mainly due to the repurchase of preference shares. The decrease in Tier 2 capital is a result of the repayment of the € 500 million 6% Tier 2 loan and the issuance of a € 300 million 6.75% Tier 2 bond.

As of 31 December 2023, Tiering limits have been reached, as a result of which € 255 million of Tier 3 capital cannot be included in the authorised Solvency II equity.

SOLVENCY CAPITAL REQUIREMENT (€ MILLION)

	2023	2022
Market Risk	2,039	2,050
Counterparty Default Risk	249	174
Life Underwriting Risk	1,329	1,258
Health Underwriting Risk	2,191	1,906
Non-Life Underwriting Risk	1,247	1,124
Diversification	-2,621	-2,394
Intangible Asset Risk	0	0
Basic Solvency Capital Requirement	**4,434**	**4,118**
Operational Risk	666	626
Loss-Absorbing Capacity	-1,068	-994
Solvency Capital Requirement (Cons)	**4,032**	**3,750**
SCR Other Financial Sectors & Other Entities	808	660
Solvency Capital Requirement	**4,840**	**4,410**

The authorised equity under the Solvency II regulations is not equal to the equity under IFRS. There are valuation differences and the impact of potential restrictions. The reconciliation between authorised Solvency II equity and IFRS equity is shown in the following table.

RECONCILIATION BETWEEN IFRS EQUITY AND SOLVENCY II ELIGIBLE OWN FUNDS

		(€ MILLION)
	31-12-2023	31-12-2022
IFRS equity for the purpose of reconciliation to Solvency II eligible own funds	8,980*	8,597*
Solvency II valuation and classification differences	986	1,778
Not qualifying equity and foreseeable dividends	-1,118	-1,180
Eligible own funds Solvency II	8,848	9,195

*Audited

SOLVENCY II RATIO CORE LEGAL ENTITIES

	31-12-2023	31-12-2022
Non-Life	143%	159%
Pension & Life	177%	204%
Health	162%	165%

Movement in solvency ratio

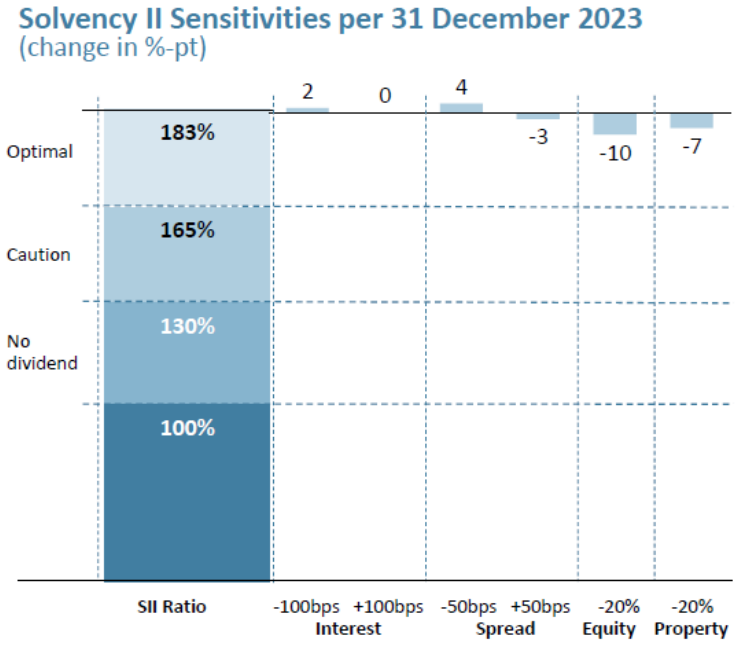
The solvency ratio has decreased from 209% at year-end 2022 to 183% at 31 December 2023. The table below shows the different factors influencing the movement of the ratio:

SOLVENCY RATIO DEVELOPMENT

SII ratio as at 31-12-2022	**209%**[35]
Capital generated by operational activities	+2%
Reinsurance programme renewal	-3%
Market developments	-7%
Methodology, model changes and other	-7%
SII ratio before capital flows as at 31-12-2023	**193%**
Repurchase capital instruments	-7%
Foreseeable dividend and coupons	-2%
SII ratio as at 31-12-2023	**183%**

[35] The solvency ratio reported here is after the deduction of dividends, but also after the payment of coupons on hybrid capital.

Solvency II Ratio Sensitivities



Minimum Capital Requirement

The Minimum Capital Requirement (**MCR**) for the Group is equal to the sum of the solo MCR's of all insurance entities (excluding Other Financial sectors). No diversification effects between the insurance entities are taken into account. This is based on Solvency legislation imposed by EIOPA. The MCR of Eureko Sigorta A.S. is equal to 1/3 of the local SCR, also based on EIOPA guidance. Achmea has not eliminated the Intra-Group positions (with regards to premiums and Technical Provisions) influencing the volume-factors with regards to the solo MCR calculations. The net increase in MCR is mainly caused by an increase in the underlying MCR of Achmea Schadeverzekeringen N.V. (€ 74 million), Achmea Zorgverzekeringen N.V. consolidated (€ 11 million) and a decrease in the underlying MCR of Achmea Pensioen- en Levensverzekeringen N.V. (€- 18 million). In 2022 and 2023 the MCR of Achmea Pensioen- en Levensverzekeringen N.V. and the MCR of Achmea Schadeverzekeringen N.V. were capped at 45% of the SCR. The MCR of Achmea Schadeverzekeringen N.V. increased significantly due to the increase of the best estimate of the AOV portfolio because of the change towards the longer contract boundary.

Compared to the SCR, Tier 3 capital is not eligible to cover the MCR and Tier 2 capital components may not exceed 20% of total eligible capital. For covering the MCR, the relegation of Tier 2 was € 860 million (2022: € 1,048 million). The Own Funds eligible to meet the minimum consolidated Group SCR amounted at year-end 2023 € 6,473 million (2022: € 6,812 million).

ELIGIBLE OWN FUNDS VERSUS MCR (€ MILLION)

	31-12-2023
Tier 1 restricted	456
Tier 1 unrestricted	5,585
Tier 2	432
Tier 3	-
Eligible own funds to meet MCR	**6,473**
Minimum consolidated Group MCR	2,165
Minimum Capital Requirement ratio	**299%**

Litigation

General

Achmea and companies forming part of Achmea are involved in lawsuits and arbitration proceedings. These legal proceedings relate to claims instituted by and against these companies arising from ordinary operations and mergers, including the activities carried out in their capacity as insurers, credit providers, service providers, employers, investors and/or tax payers. Although it is not possible to predict or define the outcome of pending or imminent legal proceedings, the Executive Board believes that, other than as set out below, it is unlikely that the outcome of the actions will have a material, negative impact on the financial position of Achmea.

Unit-linked Products

Since 2006, an issue has arisen in the Netherlands regarding the costs of investment insurance policies (*beleggingsverzekeringen*), such as the life insurance policies with a Unit-Linked Alternative, commonly known as the "usury insurance policy affair" (*woekerpolisaffaire*). It is generally alleged that the costs of some of these products are disproportionally high, that in some cases a legal basis for such costs is lacking and that the information provided to the insured regarding these costs has not been transparent which is considered an alleged misselling issue.

With respect to life insurance, in 2012 Achmea Pensioen & Levensverzekeringen N.V. implemented a compensation scheme for holders of unit-linked policies that had been agreed with interest groups. In addition, Achmea Pensioen & Levensverzekeringen N.V. met the additional requirements formulated at the time by the Dutch Minister of Finance. According to a number of customers, the compensation scheme and the additional requirements have not been sufficient. This has been taken into account in the calculation of the provision for insurance liabilities. In January 2019, Achmea Pensioen & Levensverzekeringen N.V. received a summons from Vereniging Woekerpolis.nl (association that represents customers with unit-linked policies) and the Dutch Consumers' Association. In June 2020, the District Court in Gelderland issued its judgement. This judgement was the basis for Vereniging Woekerpolis.nl and the Consumers' Association to appeal with the Court of Appeal Arnhem/Leeuwarden. They submitted their statement of objections on 19 October 2021. In 2022 various pleadings were exchanged between the parties. In 2023 the oral hearing took place. Parallel rulings of the Dutch Supreme Court on 11 February 2022 and the Court of Appeal The Hague on 26 September 2023 in cases of another insurers regarding unit-linked policies have been studied by Achmea Pensioen & Levensverzekeringen N.V. and have not led to an adjustment of the provision for insurance liabilities.

On 16 February 2024, Achmea reached an agreement with interest groups Consumentenclaim, Woekerpolis.nl, Woekerpolisproces, Wakkerpolis and the Consumers' Association with respect to a final settlement for customers with a unit-linked insurance policy who are affiliated with one of these interest groups. This agreement concerns unit-linked policies that were sold in the Netherlands through the brands Avéro Achmea, Centraal Beheer, FBTO, Interpolis and their legal predecessors. The agreement involves an amount of € 85 million (consisting of a total amount of € 60 million for the settlement agreement and, a large extra reservation of € 25 million for poignant cases ("*schrijnende gevallen*") unaffiliated with the interest groups). The impact of the agreement on Achmea's capital position is limited. After the details regarding the implementation of the settlement agreement have been finalised, customers will receive individual proposals through the interest groups with which they are affiliated. Once at least 90% of the customers accept their proposal, the entire agreement will become final. Achmea agreed with the interest groups that all pending legal proceedings will be discontinued and that no new legal proceedings will be initiated. Customers who have not yet done so will no longer be able to join an interest group.

Conflict between the Slovak Government and Achmea

Contrary to the terms of the bilateral agreement between The Netherlands and the Slovak Republic to encourage and protect investments, the Slovak government in 2007 imposed restrictions on the property rights of owners of private health insurance companies. These restrictions included a ban on the distribution of profits and the prohibition to sell these health insurance companies for consideration, basically 'locking up' the investments. The restrictions were made undone in August 2011. Among the affected companies was Union Zdravotná Poist'ovna, a 100% subsidiary of Achmea. After the restrictions were imposed Achmea sought - in vain - to reach an amicable settlement with the Slovak government. Subsequently, Achmea initiated international arbitration under the terms of the bilateral Dutch-Slovak agreement. In December 2012 the arbitration tribunal issued an award in favor of Achmea. The Slovak government had to compensate Achmea for damages and cost incurred (approximately € 25 million), plus statutory interest. The Slovak government did not accept the award and sought to have it annulled. As Germany had been agreed as the seat of arbitration, Slovakia turned to a German court. In the proceedings at first instance, the Slovak request was rejected. The Slovak Republic appealed against this judgement to the German Supreme Court. Although the German Supreme Court was inclined to follow the reasoning of the court of first instance, it nonetheless decided to raise some preliminary questions with the European Court of Justice. In March 2018, the European Court of Justice ruled that international arbitration based on bilateral agreements between member states was incompatible with European Law. Based on this ruling, the German Supreme Court overturned the 2012 arbitration award. In the wake of this decision Achmea undertook two steps. It lodged formal complaints with the German Constitutional Court and it initiated court proceedings in Slovakia to recover the damages. In September 2024, it became clear that Achmea's constitutional complaints had been rejected, effectively exhausting Achmea's legal options in Germany and allowing Achmea to focus on the court case in Slovakia. In light of the proceedings in Slovakia, Achmea does not consider the receivable amounts to be sufficiently certain to recognize them as an asset.

Acier Loan Portfolio

On 7 July 2015, Achmea Bank acquired the Acier Loan Portfolio from the former subsidiary Staalbankiers of Achmea B.V.

The Acier Loan Portfolio decreased from € 646 million at year-end 2022 to € 590 million at year-end 2023. As at 31 December 2023, the allowance for losses on loans and advances related to the Acier Loan Portfolio amounts to € 18.8 million (year-end 2023: € 12.8 million).

The mortgage loans included in the Acier Loan Portfolio may differ from mortgage loans advanced to regular retail clients. The Acier Loan Portfolio is a closed-book portfolio and is managed by the former Achmea unit Staalbankiers credit department that was transferred to Achmea Bank and is fully integrated into Achmea Bank. Furthermore, the principal amount of these loans can be significantly higher than average mortgage loans in the Netherlands, making the exposure risk on a single client higher. Also, the mortgages securing the mortgage loans may be vested on residential and/or commercial properties with higher values and/or properties that may be more price sensitive and less marketable. This may therefore result in higher losses and may impact the overall performance of the Achmea Bank's loan portfolio. The historic performance of Achmea Bank's loan portfolio may therefore no longer be accurate as an indication of future yield and losses. This may have a negative impact on the performance of Achmea Bank and could have an adverse impact on its financial position.

The vast majority of loans which were acquired by Achmea Bank from Staalbankiers are interest only loans, have a variable interest rate and part of the loans is denominated in Swiss Francs (**CHF**). Rising Swiss Franc (CHF) interest rates and CHF/EUR currency rate may influence the affordability and loan to value ratio of the mortgage loans negatively. The risks of Achmea Bank on this loan portfolio may therefore be substantially higher than on the remainder of its loan portfolio. All loans denominated in CHF have a variable interest rate (EUR 355 million at year-end 2023). As a result hereof, Achmea Bank

may become more exposed to changes in interest rates, which could have an adverse impact on its financial position.

In October 2023, Achmea Bank received a summons for a class-action lawsuit from Stichting Compensatie Zwitserse Frank leningen (**Stichting CZFL**). This summons relates to CHF mortgage loans, originated by Staalbankiers (which loans have been transferred to Achmea Bank) to several of its private banking clients. In the summons for the class action, Stichting CZFL, acting as claim foundation, holds Achmea Bank liable for any loss these clients with mortgage loans denominated in Swiss Franc, have suffered or may suffer resulting from (unforeseen) CHF/EUR exchange rate developments. The summons initiated a formal legal proceeding at the District Court in The Hague. Achmea Bank submitted its statement of defence to the District Court on 10 April 2024. A court hearing is scheduled for March 2025. The proceedings may last at least several months, most probably longer if any appeal is considered.

In earlier proceedings against Staalbankiers and Achmea Bank, initiated by individual clients, courts ruled in favour of Achmea Bank. Any breach of duty of care may result in claims of borrowers against Achmea Bank, such as the class-actions claim from Stichting CZFL, which claims could be significant and may involve high costs and require substantial resources on the part of Achmea. However, in relation to the Acier Loan Portfolio, the Issuer issued a capped guarantee to Achmea Bank to cover potential credit risk and legal claims related to this portfolio. Because of this guarantee, the impact of the impairment charges on the income statement is low, but may still occur. The total amount of claims submitted is recognised on the balance sheet as a receivable from the Issuer. However, there is no assurance that this guarantee will cover all risks relating to the Acier Loan Portfolio, nor that the Issuer will be able to comply with its obligations under the guarantee (see also the risk factor "*Because the Issuer and its subsidiaries are exposed to financial risks such as credit risk, default risk, risks concerning the adequacy of its credit provisions and counterparty risks, it could have a significant effect on the value of the Issuer's assets"*).

Recent developments

31 December 2024 - Achmea announces redemption of € 393 million Notes

On 31 December 2024, Achmea announced the redemption of the remaining € 393 million of the initial € 750 million Subordinated Fixed-to-Floating Rate Undated (Perpetual) Subordinated Option B Notes (ISIN: XS1180651587; Common Code: 118065158) (the "Notes") on 4 February 2025, being the first call date. The Notes will be redeemed in full at their principal amount together with interest accrued on 4 February 2025. Achmea will pay the redemption from available funds. Trading in the Notes will be suspended as of 31 January 2025.

28 November 2024 – Achmea, Lifetri and Sixth Street join forces in the Dutch pension and life market

On 28 November 2024, Achmea, Lifetri and Sixth Street have reached an agreement on a strategic partnership in the field of pension and life insurance in order to seize growth opportunities in the pension buy-out market. The joint venture, which will operate under the name Achmea Pension & Life Insurance, will rank among the top three Dutch pension and life insurance providers in terms of customer base:

- Achmea and Lifetri are merging their pension and life portfolios into Achmea Pension & Life Insurance N.V. to create a top three player, serving over 2.1 million customers.

- Sixth Street, the principal shareholder of Lifetri, will acquire 20% of the shares of Achmea Pension & Life Insurance by contributing Lifetri and paying € 445 million to Achmea. Achmea will hold 80% of the shares.

- The joint venture will be well positioned to seize growth opportunities in the pension buy-out market and is targeting a 20% market share.

- Customer services for the more than 500,000 Lifetri customers will continue under the Centraal Beheer brand which offers a digital platform with an integrated range of insurance, savings and investment products.

- Thanks to the partnership, Achmea Pension & Life Insurance expects to increase its capital generation by approximately € 100 million starting from 2028.

Lifetri, which has over 500,000 customers with funeral-, term life- and/or pension insurance in its portfolio, has a balance sheet of approximately € 2 billion. Since its initial investment in Lifetri in 2018, Sixth Street has been a long-term strategic partner committed to the Dutch market and now extends that commitment to the joint venture.

Achmea and Sixth Street will also collaborate on the investments for the joint venture, generating additional opportunities for value creation and growth in the pension and annuity market. Achmea Investment Management, leader in impact investing in the Netherlands, will shape the ambition of the joint venture to align financial returns with social impact and climate goals, embedding these values in its polices and operations.

The transaction is subject to completing the works councils advisory process and regulatory approval(s), which are expected in the second half of 2025. After closing of the transaction, the employees of Lifetri will join Achmea. At that time, the transfer of the customers can also begin. The initial impact of this transaction on Achmea's capital position is limited.

13 November 2024 - Achmea invests € 92 million to limit the increase in healthcare premiums in 2025

On 13 November 2024, Achmea announced that Achmea is investing € 92 million to limit the increase in the basic healthcare premium for 2025. This measure contributes to the affordability of healthcare premiums for customers of Zilveren Kruis, De Friesland, Interpolis, FBTO, and De christelijke zorgverzekeraar. These brands announced their premiums for 2025 on 12 November 2024. The amount involved will be charged to Achmea's financial results for the 2024 fiscal year. The healthcare premium will increase in 2025 due to rising healthcare costs, partly because people are using healthcare services more frequently and for longer periods, as well as due to inflation. In line with its cooperative identity, Achmea seeks a responsible balance between an affordable healthcare premium for customers and a healthy financial position for Achmea group.

5 September 2024 - Antonio Cano new member of Achmea's Supervisory Board

On 5 September 2024, Achmea announced that Mr. Antonio Cano has been appointed as a member of the Supervisory Board of Achmea B.V. during the Extraordinary General Meeting. Mr. Antonio Cano will also be a member of the Supervisory Board of Achmea Schadeverzekeringen N.V. and Achmea Pensioen- en Levensverzekeringen N.V.

27 August 2024 – Achmea splits mortgage and real estate activities of Syntrus Achmea Real Estate & Finance

On 27 August 2024, Achmea announced that as of 1 October 2024 Achmea will split the mortgage and real estate activities of Syntrus Achmea Real Estate & Finance B.V., with approval of the Dutch regulators, DNB and AFM, as well as the works council. See also "*Description of the Issuer – Business*".

15 August 2024 - Achmea realises operational result of € 419 million

On 15 August 2024, Achmea published its Half Year Report 2024. See also "*Documents Incorporated by Reference*".

9 July 2024 – Achmea closes new credit facility

On 9 July 2024, Achmea has successfully concluded a committed €1 billion multi-currency credit facility with a syndicate of twelve international banks. This facility will run for five years and may be extended twice for a further one year. This means that the facility can run until 2031 at the latest. The new credit facility replaces and terminates the 2019 credit facility, which also had a ceiling of €1 billion. This credit facility is part of Achmea's liquidity management and is currently unused.

2 May 2024 – Achmea announces final result of tender offer and issuance of € 750 million Tier 2 Notes

On 2 May 2024, Achmea announced the final result of its invitation made to holders of its € 750 million Fixed to Floating Undated (Perpetual) Subordinated Option B Notes (ISIN: XS1180651587, the **Existing Subordinated Notes**), to offer all of their Existing Subordinated Notes for purchase by Achmea in cash (such invitation, the "Offer"). Achmea hereby announced that the aggregate nominal amount of the Existing Subordinated Notes validly accepted for purchase subject to the terms and conditions (including the New Issue Condition) set out in the Tender Offer Memorandum is €356,507,000.

On 2 May 2024, Achmea further announced that it successfully issued € 750 million of new Tier 2 notes with a maturity of 20.5 years, callable after 10.5 years on 2 May 2034 (subject to redemption conditions). The Tier 2 notes were priced at a reoffer spread of 285bps over mid-swaps with a coupon of 5.625% until the first reset note reset date on 2 November 2034. The Tier 2 Notes are rated BBB- by S&P and BBB by Fitch and are listed on Euronext Dublin from 2 May 2024.

9 April 2024 – Achmea publishes its 2023 annual report and SFCR - General Meeting approves dividend proposal and reappointments

On 9 April 2024, Achmea's General Meeting adopted the Annual Report 2023 and approved the proposal for a dividend payment of € 267 million on ordinary shares. The agenda also included reappointments to the Executive Board and the Supervisory Board.

- Annual Report 2023 and 2023 Solvency and Financial Condition Report (**SFCR**)

On 9 April 2024, Achmea published its Annual Report 2023. The Annual Report 2023 provides insight into Achmea's vision, strategy and objectives, and highlights the way Achmea creates value for Achmea's stakeholders, and the trends and challenges involved in this. The report also covers Achmea's financial, social and sustainability performance.

Achmea also published its SFCR on 9 April 2024. The SFCR explains Achmea's financial position based on the Solvency II guidelines. Along with the Annual Report 2023, this document is available for download from https://www.achmea.nl/en/investors/publications. The SFCR is not incorporated in and does not form part of this Offering Memorandum.

- Dividend payment

The General Meeting approved the proposed dividend payment of € 267 million on ordinary shares. This amount is based on a market-based annual dividend yield of 7% of Achmea's calculated value. This year, the dividend will be offered for the first time in the form of an optional dividend. This means

that shareholders could choose between a (partial or full) dividend in cash, or in the form of Achmea ordinary shares.

Of the total amount of € 267 million for 2023, € 203 million will be paid out as a stock dividend and € 64 million in cash. Vereniging Achmea has chosen to receive the dividend in full in the form of shares, which is in line with the statutory objective of this major shareholder (66.94%). This involves an amount of almost € 179 million. On 26 April 2024 the dividend payment was completed and resulted in the following shareholdings:

Shareholder	**Voting and Capital rights**
Vereniging Achmea (direct and via Stichting Administratie-Kantoor Achmea)*	68.02%
Co-operative Rabobank U.A.	30.16%
Gothaer Allgemeine Versicherung AG	0.52%
Barmenia.Gothaer Finanzholding AG	0.60%
Schweizerische Mobiliar Versicherungsgesellschaft AG	0.70%

** Vereniging Achmea keeps 8.71% direct and 59.31% indirect via Stichting Administratie-Kantoor Achmea.*

- Reappointments

The Supervisory Board reappointed M.A.N. Lamie, Deputy Chair of the Executive Board and Chief Financial Officer, for a four-year term. The reappointment is subject to regulatory approval and will take effect on 1 January 2025.

The General Meeting reappointed W.H. de Weijer (Deputy Chair), M.R. van Dongen and M.A. Kloosterman as members of the Supervisory Board. W.H. de Weijer has been reappointed for a term of two years, after two terms of four years. The reappointments of M.R. van Dongen and M.A. Kloosterman are for a term of four years, ending on the date of the General Meeting in 2028.

26 March 2024 - Achmea and FairFax sell Canadian start-up Onlia

Achmea and Canada's Fairfax Financial Holdings Limited have reached an agreement on the sale of online insurance agency Onlia to Southampton Financial Inc. Both parties expect that healthy growth and further development of the start-up will be better guaranteed outside the Achmea Fairfax combination. The financial impact of this transaction is limited.

16 February 2024 – Achmea reaches final agreement on unit-linked insurance policies with interest groups

- The affected customers will receive clarity, and the ongoing legal proceedings in the unit-linked policies file can be definitively terminated.
- Achmea is reserving a total amount of € 60 million for the settlement agreement. In addition, a large extra reservation of € 25 million has been made for poignant cases ("*schrijnende gevallen*") unaffiliated to the interest groups.
- The settlement agreement follows various measures that Achmea has taken in the past, including customer compensation totalling € 380 million.

Achmea reached an agreement with interest groups Consumentenclaim, Woekerpolis.nl, Woekerpolisproces, Wakkerpolis and the Consumentenbond with respect to a final settlement for customers with a unit-linked insurance policy who are affiliated with one of these interest groups. This agreement concerns unit-linked policies that were sold in the Netherlands through the brands Avéro Achmea, Centraal Beheer, FBTO, Interpolis and their legal predecessors. The agreement involves an amount of € 85 million (consisting of a total amount of € 60 million for the settlement agreement and, a large extra reservation of € 25 million for poignant cases ("*schrijnende gevallen*") unaffiliated with the interest groups). The impact of the agreement on Achmea's capital position is limited.

Information for customers

After the details regarding implementation of the settlement agreement have been finalised, customers will receive individual proposals through the interest groups with which they are affiliated. Once at least 90% of the customers accept their proposal, the entire agreement will become final.

Legal proceedings discontinued

One collective legal action is still pending between Achmea and Woekerpolis.nl and the Consumentenbond. These two interest groups have lodged an appeal against a previous court ruling. Those appeal proceedings will now be discontinued. An agreement has also been made with the interest groups that no new legal proceedings will be initiated. Customers who have not yet done so will no longer be able to join an interest group.

Implementation new dividend policy

In the new dividend policy, the proposed dividend will be based on a market-based annual dividend yield of 7% of the calculated value of Achmea. The Executive Board may offer Achmea's shareholders a choice between a (partial or whole) cash dividend or ordinary shares of Achmea. The new policy offers Achmea's shareholders a more stable dividend and increases Achmea's financial flexibility. The new dividend policy applies to the financial years 2023, 2024 and 2025. After this period, the dividend policy will be reassessed by Achmea.

Withdrawal preference shares

The withdrawal of the preference shares have been accompanied by a repayment of € 356 million and a dividend payment of € 20 million (both sums rounded) to the holders of preference shares in January 2024. These were held indirectly by various banks and other institutional investors. The pro forma impact of the withdrawal on the solvency as of 31 December 2023 is 6 percentage points. The impact on the relative shareholdings is limited.

Selected Financial Information of Achmea

Achmea's publicly available (i) audited annual consolidated financial statements as at and for the year ended 31 December 2022 (set forth on pages 110 up to and including 241 of the Annual Report 2022), (ii) audited annual consolidated financial statements as at and for the year ended 31 December 2023 (set forth on pages 118 up to and including 293 of the Annual Report 2023) and (iii) condensed consolidated interim financial statements for the period ended 30 June 2024 (set forth on pages 12 up to and including 50 of the Half Year Report 2024) are incorporated by reference into this Offering Memorandum. See also "*Documents Incorporated by Reference*".

Independent Auditors

The consolidated financial statements of Achmea as at and for the years ended 31 December 2022 and 31 December 2023 have been audited by Ernst & Young Accountants LLP (**EY**). In accordance with

Section 393 of Book 2 of the Dutch Civil Code, EY has given an unqualified audit opinions for these years.

EY was succeeded by EY Accountants B.V. (**EY BV**) as the independent auditor of Achmea as from 29 June 2024. EY BV is an independent registered audit firm whose principal place of business is at Boompjes 258, 3011 XZ Rotterdam and is registered at the Chamber of Commerce of Rotterdam in The Netherlands under number 92704093. The office address of the independent auditor signing the independent auditor's report on behalf of EY BV is Antonio Vivaldistraat 150, 1083 HP Amsterdam, The Netherlands. The independent auditor signing the auditor's report on behalf of EY BV is a member of The Royal Netherlands Institute of Chartered Accountants (*Koninklijke Nederlandse Beroepsorganisatie van Accountants*).

For the Half Year Report 2024 EY BV issued a review report, not an audit opinion.

TAXATION

Dutch Taxation

The following summary outlines certain principal Dutch tax consequences of the acquisition, holding, redemption and disposal of the Securities, but does not purport to be a comprehensive description of all Dutch tax considerations that may be relevant.

For purposes of Dutch tax law, a Holder may include an individual or entity who does not have the legal title of these Securities, but to whom nevertheless the Securities or the income thereof is attributed based on specific statutory provisions or on the basis of such individual or entity having an interest in the Securities or the income thereof. This summary is intended as general information only and each prospective investor should consult a professional tax adviser with respect to the tax consequences of the acquisition, holding, redemption and disposal of the Securities.

This summary is based on tax legislation, published case law, treaties, regulations and published policy, in each case as in force as of the date of this Offering Memorandum, and it does not take into account any developments or amendments thereof after that date whether or not such developments or amendments have retroactive effect.

This summary does not address the Dutch corporate and individual income tax consequences for:

(a) investment institutions (*fiscale beleggingsinstellingen*);

(b) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are not subject to or exempt from Dutch corporate income tax;

(c) holders of Securities holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in the Issuer and holders of Securities of whom a certain related person holds a substantial interest in the Issuer. Generally speaking, a substantial interest in the Issuer arises if a person, alone or, where such person is an individual, together with their partner (statutorily defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of the Issuer or 5% or more of the issued capital of a certain class of shares of the Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit-sharing rights in the Issuer;

(d) persons to whom the Securities and the income from the Securities are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*);

(e) entities which are a resident of Aruba, Curaçao or Sint Maarten and that have an enterprise which is carried on through a permanent establishment or a permanent representative on Bonaire, Sint Eustatius or Saba and the Securities are attributable to such permanent establishment or permanent representative; and

(f) individuals to whom Securities or the income there from are attributable to employment activities which are taxed as employment income in the Netherlands.

Where this summary refers to 'the Netherlands', such reference is restricted to the part of the Kingdom of the Netherlands that is situated in Europe and the legislation applicable in that part of the Kingdom.

Dutch Withholding Tax

All payments made by the Issuer under the Securities may – except in certain very specific cases as described below – be made free of withholding or deduction for any taxes of whatsoever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, provided that the Securities are considered debt for Dutch corporate income tax purposes and do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Dutch Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) or as an equity instrument, not being shares (*aandelen*) or profit certificates (*winstbewijzen*) within the meaning of the Dutch Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*). See also the risk factors under the headings "*Deductibility of payments on the Securities*".

Dutch withholding tax may apply on certain (deemed) interest due and payable to an affiliated (*gelieerde*) entity of the Issuer if such entity (i) is considered to be resident (*gevestigd*) in a jurisdiction that is listed in the yearly updated Dutch Regulation on low-taxing states and non-cooperative jurisdictions for tax purposes (*Regeling laagbelastende staten en niet-coöperatieve rechtsgebieden voor belastingdoeleinden*), or (ii) has a permanent establishment located in such jurisdiction to which the interest is attributable, or (iii) is entitled to the interest payable for the main purpose or one of the main purposes to avoid taxation of another person, or (iv) is not considered to be the recipient of the interest in its jurisdiction of residence because such jurisdiction treats another (lower-tier) entity as the recipient of the interest (hybrid mismatch), or (v) is not treated as resident in any jurisdiction (also a hybrid mismatch), or (vi) is a reverse hybrid whereby the jurisdiction of residence of a higher-tier beneficial owner (*achterliggende gerechtigde*) that has a qualifying interest (*kwalificerend belang*) in the reverse hybrid treats the reverse hybrid as tax transparent and that higher-tier beneficial owner would have been taxable based on one (or more) of the items in (i)-(v) above had the interest been due to them directly, all within the meaning of the Dutch Withholding Tax Act 2021 (*Wet bronbelasting 2021*).

Corporate and Individual Income Tax

Residents of the Netherlands

If a Holder is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch corporate income tax purposes and is fully subject to Dutch corporate income tax or is only subject to Dutch corporate income tax in respect of an enterprise to which the Securities are attributable, income derived from the Securities and gains realised upon the redemption or disposal of the Securities are generally taxable in the Netherlands (at up to a maximum rate of 25.8%).

If an individual is a resident of the Netherlands or deemed to be a resident of the Netherlands for Dutch individual income tax purposes, income derived from the Securities and gains realised upon the redemption or disposal of the Securities are taxable at the progressive rates (at up to a maximum rate of 49.5%) under the Dutch Income Tax Act 2001, if:

(a) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Securities are attributable or the individual has, other than as a shareholder, a co-entitlement to the net worth of an enterprise (*medegerechtigde*), to which enterprise the Securities are attributable; or

(b) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which includes activities with respect to the Securities that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (a) nor condition (b) above applies, an individual that holds the Securities, must in principle determine taxable income with regard to the Securities on the basis of a deemed return on savings and investments (*sparen en beleggen*). This deemed return on savings and investments is determined based on the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar

year (1 January), insofar as the individual's yield basis exceeds a statutory threshold (*heffingvrij vermogen*) (EUR 57,684 in 2025). The individual's yield basis is determined as the fair market value of certain qualifying assets held by the individual less the fair market value of certain qualifying liabilities on 1 January. The individual's deemed return is calculated by multiplying the individual's yield basis with a 'deemed return percentage' (*effectief rendementspercentage*), which percentage depends on the actual composition of the yield basis, with separate deemed return percentages for savings (*banktegoeden*), other investments (*overige bezittingen*) and debts (*schulden*). As of 1 January 2025, the percentage for other investments, which include the Securities, is set at 5.88%.

However, on 6 June 2024 the Dutch Supreme Court (*Hoge Raad*) ruled in a number of cases (i.e. ECLI:NL:HR:2024:704, ECLI:NL:HR:2024:705, ECLI:NL:HR:2024:756, ECLI:NL:HR:2024:771 and ECLI:NL:HR:2024:813) that the current system of taxation in relation to an individual's savings and investments based on a 'deemed return' contravenes with Section 1 of the First Protocol to the European Convention on Human Rights in combination with Section 14 of the European Convention on Human Rights if the deemed return applicable to the savings and investments exceeds the actual return in the respective calendar year. In these rulings, the Dutch Supreme Court has also provided guidance for calculating the actual return: (i) all assets that are taxed under the regime for savings and investments are taken into account, and the statutory threshold will not be deducted from the individual's yield basis; (ii) the actual return should be based on a nominal return without considering inflation; (iii) the actual return includes not only benefits derived from assets, such as interest, dividends and rental income, but also positive and negative changes in the value of these assets, including unrealized value changes; (iv) costs are not taken into account for determining the actual return, but interest on debts that are included in the individual's yield basis should be taken into account; and (v) positive or negative returns from previous years are not taken into account.

If the individual demonstrates that the actual return – calculated in accordance with the guidelines of the Dutch Supreme Court – is lower than the deemed return, only the actual return should be taxed under the regime for savings and investments. As of the date of this Offering Memorandum, no legislative changes have been proposed by the Dutch legislator in response to the 6 June 2024 rulings.

The deemed or actual return on savings and investments is taxed at a rate of 36%.

Non-residents of the Netherlands

If a person is neither a resident of the Netherlands nor is deemed to be a resident of the Netherlands for Dutch corporate or individual income tax purposes, such person is not liable to Dutch income tax in respect of income derived from the Securities and gains realised upon the redemption or disposal of the Securities, unless:

(a) the person is not an individual and such person (1) has an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or a permanent representative the Securities are attributable, or (2) is, other than by way of securities, entitled to a share in the profits of an enterprise or a co-entitlement to the net worth of an enterprise, which is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

This income is subject to Dutch corporate income tax at up to a maximum rate of 25.8%.

(b) the person is an individual and such individual (1) has an enterprise or an interest in an enterprise that is, in whole or in part, carried on through a permanent establishment or a permanent representative in the Netherlands to which permanent establishment or permanent representative the Securities are attributable, or (2) realises income or gains with respect to the Securities that qualify as income from miscellaneous activities in the Netherlands which include activities with respect to the Securities that exceed regular, active portfolio management, or (3)

is, other than by way of securities, entitled to a share in the profits of an enterprise that is effectively managed in the Netherlands and to which enterprise the Securities are attributable.

Income derived from the Securities as specified under (1) and (2) by an individual is subject to individual income tax at progressive rates up to a maximum rate of 49.5%. Income derived from a share in the profits of an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed or actual return on savings and investments (as described above under "Residents of the Netherlands").

Gift and Inheritance Tax

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Security by way of gift by, or on the death of, a Holder, unless:

(a) the Holder is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or

(b) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

Value Added Tax

In general, no Dutch value added tax will arise in respect of payments in consideration for the issue of the Securities or in respect of a cash payment made under the Securities, or in respect of a transfer of Securities.

Other Taxes and Duties

No registration tax, customs duty, transfer tax, stamp duty, capital tax or any other similar documentary tax or duty will be payable in the Netherlands by a Holder in respect of or in connection with the subscription, issue, placement, allotment, delivery or transfer of the Securities.

Foreign account tax compliance act (FATCA)

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign pass thru payments**) to persons that fail to meet certain certification, reporting or related requirements. The issuer may be a foreign financial institution for these purposes. A number of jurisdictions (including the Netherlands) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Securities, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Securities, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and the Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. Holders

should consult their own tax advisers regarding how these rules may apply to their investment in the Securities. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Securities, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

ABN AMRO Bank N.V., Barclays Bank Ireland PLC, Banco Bilbao Vizcaya Argentaria, S.A., BNP PARIBAS, Deutsche Bank Aktiengesellschaft and HSBC Continental Europe (the **Joint Bookrunners**) have, pursuant to a subscription agreement (the **Subscription Agreement**) dated 24 January 2025 agreed with the Issuer, subject to satisfaction of certain conditions, to subscribe or procure subscribers for the Securities at the issue price of 100% of the total principal amount of the Securities, less a management and underwriting commission agreed between the Issuer and the Joint Bookrunners. The Issuer has agreed to indemnify the Joint Bookrunners against certain liabilities, incurred in connection with the issue of the Securities. The Subscription Agreement may be terminated in certain circumstances prior to payment being made to the Issuer.

United States of America

The Securities have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**), or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Securities may not be offered or sold, directly or indirectly, in the United States, or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Terms used in this paragraph and not otherwise defined in the Offering Memorandum have the meanings given to them by Regulation S under the Securities Act (**Regulation S**).

Each of the Joint Bookrunners has represented, warranted and agreed that it has not offered, sold or delivered, and it will not offer, sell or deliver the Securities (a) as part of its distribution at any time or (b) otherwise until forty (40) calendar days after the later of the commencement of the offering of the Securities and the date of closing of the offering of Securities, in the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each distributor or dealer to which it sells Securities during the distribution compliance period a confirmation or other notice setting out the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons.

The Securities are being offered and sold only outside the United States to non-U.S. persons in compliance with Regulation S.

In addition, until forty (40) calendar days after the commencement of the offering of the Securities, an offer or sale of Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

The Securities have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission in the United States or any United States regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the Securities or the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offence in the United States.

European Economic Area

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **EU MiFID II**); or

(b) a customer within the meaning of Directive 2016/97/EU (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

United Kingdom

Prohibition of sales to UK Retail Investors

Each Joint Bookrunner has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Securities to any retail investor in the United Kingdom. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or

(b) 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 UK domestic law by virtue of the EUWA.

Financial Promotion

Each of Joint Bookrunners has represented, warranted and agreed that:

(a) 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 an investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Securities only under circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Securities in, from or otherwise involving the United Kingdom.

Singapore

Each Joint Bookrunner has acknowledged that this Offering Memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Joint Bookrunner has represented, warranted and agreed that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Memorandum or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA, (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Hong Kong

Each Joint Bookrunner has represented and agreed and each further Joint Bookrunner appointed under this Offering Memorandum will be required to represent and agree that:

(a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities (which Securities are not a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) issued by the Issuer other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Winding Up and Miscellaneous Provisions) (Cap. 32) of Hong Kong (or which do not constitute an offer to the public within the meaning of that Ordinance; and

(b) it has not issued, or had in its possession for the purposes of issue and will not issue, or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

France

Each of the Joint Bookrunners and the Issuer has represented and agreed that it has not offered or sold, and will not offer or sell, directly or indirectly, any Securities to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France the Offering Memorandum or any other offering material relating to the Securities, and that such offers, sales and distributions have been and will be made in France only to (a) providers of investment services relating to portfolio management for the account of third parties, and/or (b) qualified investors (*investisseurs qualifiés*), acting for their own account, other than individuals, all as defined in, and in accordance with, Articles L. 411-1, L. 411-2 and D. 411-1 of the French *Code monétaire et financier*.

Prospective investors are informed that (a) the Offering Memorandum has not been approved by the *Autorité des marchés financiers*, (b) such prospective investors may only take part in the transaction solely for their own account as provided in articles D. 411-1, D. 744-1, D. 754-1 and D. 764-1 of the French *Code monétaire et financier* and (c) that the Securities may not be further distributed directly or indirectly to the public in France otherwise than in accordance with articles L. 411-1, L. 411-2, L. 412-1 and L. 621-8 to L. 621-8-3 of the French *Code monétaire et financier*.

Republic of Italy

The offering of the Securities has not been registered pursuant to Italian securities legislation and, accordingly, no Securities may be offered, sold or delivered, nor may copies of the Offering Memorandum or of any other document relating to the Securities be distributed in the Republic of Italy, except in circumstances falling within Article 1(4) or 3(2) of the Prospectus Regulation and Article 34-ter of CONSOB Regulation No. 11971 of 14 May, 1999, as amended from time to time.

Any offer, sale or delivery of the Securities or distribution of copies of the Offering Memorandum or any other document relating to the Securities in the Republic of Italy under the preceding paragraph must be:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB

Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

General

No action has been taken in any jurisdiction by the Joint Bookrunners or the Issuer that would permit a public offering of the Securities, or possession or distribution of this Offering Memorandum in any country or jurisdiction where action for that purpose is required.

Each Joint Bookrunner has agreed that it will (to the best of its knowledge) comply in all material respects with all applicable securities laws and regulations in force in any jurisdiction in which it acquires, offers, sells

GENERAL INFORMATION

1. Application has been made for listing particulars to be approved by Euronext Dublin and for the Securities to be admitted to the Official List and trading on its Global Exchange Market. The estimate of the total expenses related to the admission of the Securities to trading is €5,364.20. Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU

2. The Issuer has obtained all necessary consents, approvals and authorisations in connection with the issue and performance of the Securities. The issue of the Securities was authorised by a resolution of the Executive Board of the Issuer passed on 13 January 2025 and a resolution of the Supervisory Board of the Issuer passed on 10 December 2024.

3. The Securities have been accepted for clearance through Clearstream and Euroclear with the Common Code 298076195. The International Securities Identification Number (**ISIN**) for the Securities is XS2980761956. The address of Euroclear is 1 boulevard du Roi Albert II, 1210 Brussels, Belgium, the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

4. There has been no significant change in the financial position of the Issuer or of the Group since 30 June 2024.

5. There has been no material adverse change in the prospects of the Issuer or of the Group since 31 December 2023.

6. Except as disclosed in "*Litigation – Unit-linked Products*" beginning on page 132, in "*Litigation – Conflict between the Slovak Government and Achmea*" on page 133 and *"Litigation – Acier Loan Portfolio"* on page 133 of this Offering Memorandum, neither the Issuer nor any of its subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding the date of this Offering Memorandum which may have or has had in the recent past significant effects on the financial position or profitability of the Issuer or the Group.

7. There are no material contracts entered into other than in the ordinary course of the Issuer's business which could result in any member of the Issuer's Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Holders in respect of the Securities being issued.

8. Where information in this Offering Memorandum has been sourced from third parties this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

9. To the knowledge of the Issuer, no person involved in the issue of the Securities has an interest material to the issue of the Securities.

10. The Issuer's Legal Entity Identifier (LEI) is 7245007QUMI1FHIQV531.

11. For as long as the Securities are outstanding the following documents may be inspected during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for physical inspection at the office of the Fiscal Agent and the Paying Agent and of the Issuer:

(a) this Offering Memorandum;

(b) the Agency Agreement;

(c) the Articles of Association (*statuten*) of the Issuer; and

(d) each of the Documents Incorporated by Reference.

The Offering Memorandum will be published on the website of Euronext Dublin (https://live.euronext.com/en/markets/dublin/bonds/list).

12. The Issuer's consolidated financial statements as at and for the years ended 31 December 2022 and 2023 incorporated by reference in this Offering Memorandum, have been audited by EY, independent auditors whose principal place of business is at Boompjes 258, 3011 XZ Rotterdam, the Netherlands. For the Half Year Report 2024, incorporated by reference in this Offering Memorandum, EY BV issued a review report, not an audit opinion. EY BV is a member of The Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*). The reports of EY and EY BV are incorporated by reference. EY and EY BV have no material interest in the Issuer. Any financial data in this Offering Memorandum not extracted from the consolidated financial statements of the Issuer is based on internal records of the Issuer or external sources believed by the Issuer to be reliable, and is unaudited. The financial data in this Offering Memorandum that is extracted from the audited consolidated financial statements is marked by an asterisk.

13. The (annualised semi-annual) yield of the Securities, calculated from the Issue Date to the First Reset Date on the basis of the Issue Price is 6.219% per annum. It is not an indication of future yield.

14. At the date of this Offering Memorandum the Issuer has only one class of preferences shares. In order for there to be different classes of preference shares with different rankings on a winding-up, the articles of association of the Issuer would need to be amended.

15. Any website referred to in this Offering Memorandum does not form part of this Offering Memorandum except as specifically provided otherwise.

16. The Issuer has an issuer credit rating from (i) S&P Global Ratings Europe Limited (**S&P**) BBB+ with a stable outlook and (ii) Fitch Ratings Ireland Limited (**Fitch**) A with a stable outlook. Each of S&P and Fitch is established in the European Union and is registered under the CRA Regulation. As such, each of S&P and Fitch is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. Each of S&P and Fitch is not established in the United Kingdom, but it is part of a group in respect of which one of its undertakings is (i) established in the United Kingdom and (ii) is registered in accordance with the UK CRA Regulation. The Issuer ratings issued by S&P and Fitch in accordance with the CRA Regulation before the end of the transition period and have not been withdrawn. As such, the ratings issued by S&P and Fitch may be used for regulatory purposes in the United Kingdom may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. A credit rating is not a recommendation to buy, sell or hold securities. There is no assurance that a rating will remain for any given period of time or that a rating will not be suspended, lowered or withdrawn by the relevant rating agency if, in its judgement, circumstances in the future so warrant. Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in connection with the Offering Memorandum and is not itself seeking admission to the Official List or to trading on the Global Exchange Market of Euronext Dublin.

17. Certain of the Joint Bookrunners and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. Certain of the Joint Bookrunners and their affiliates may have positions, deal or make markets in the Securities, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Joint Bookrunners and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. Certain of the Joint Bookrunners or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Joint Bookrunners and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities. Any such positions could adversely affect future trading prices of Securities. The Joint Bookrunners and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

18. Deutsche Bank AG, London Branch is acting as Fiscal Agent, Paying Agent and Calculation Agent exclusively for the Issuer and no one else in connection with the offer and will not be deemed to have any other duties or responsibilities or be deemed to be held to a standard of care other than as expressly provided in the Agency Agreement. It will not regard any other person (whether or not a recipient of the Offering Memorandum) as its client in relation to the offer and will not be responsible to anyone other than the Issuer for providing the protections afforded to its clients nor for giving advice in relation to the issue of the offer or any transaction or arrangement referred to herein.

19. **Description of alternative performance measures**

This section provides further information relating to alternative performance measures (**APMs**) for the purposes of the European Securities and Markets Authority (**ESMA**) Guidelines on Alternative Performance Measures (the **APM Guidelines**). The terms "combined ratio Basic Health" and "Free Capital Generation" as used by the Issuer and included in this Offering Memorandum can be characterised as APMs. The Issuer believes that these APMs provide useful insights for investors in the performance of the Issuer. As a result, the APMs are included in this Offering Memorandum to allow potential holders of the Securities to better assess the Issuer's performance and business and set out below is a further clarification as to the meaning of each such measure (and any associated terms). The APMs set out in this section have not been audited.

	FY 2023	**FY 2022**	**FY 2021**
Combined ratio Basic Health.....	100.3	99.6	101.4

The combined ratio Basic Health is a measure of profitability used by insurance companies to indicate how well they are performing in their day-to-day operations. A ratio below 100% indicates that the company is making underwriting profit while a ratio above 100% means it is incurring higher expenses and paying out more money in claims than it is receiving from premiums. A ratio of over 100% does not necessarily mean that an insurer is making a loss on the contract, however, given that an insurer can still generate investment income. The combined

ratio is the sum of the claims ratio and the expense ratio. The claims ratio is claims, including claims handling expenses, expressed as a percentage of net earned premiums. The expense ratio is operating expenses, including internal costs of handling claims, less internal investment expenses and less restructuring provision expenses, expressed as a percentage of net earned premiums. The elements of the combined ratio do not reconcile to the Issuer's financial statements.

	FY 2023	FY 2022	FY 2021
Free Capital Generation (FCG) (*mln EUR).....	(301)	(137)	740

The term Free Capital Generation relates to the change in eligible own funds that is freely available, for example for dividend payments or investments. This is the increase in eligible own funds above the required capital based on the minimal Solvency II ambition levels of the entities of the Issuer. The elements of Free Capital Generation do not reconcile to the Issuer's financial statements.

	FY 2023	FY 2022
Operational result (*mln EUR)	628	519
Non-operational result	326	-1,574
Non-operational financial result	344	-1,531
Reorganisation expenses	-14	-14
Transaction results (mergers and acquisitions)	-4	-29
Result before tax	954	-1,055

Operational result is equal to the result before tax adjusted for reorganisation expenses, results from mergers & acquisitions and application of an expected return method for the net financial result from (re)insurance activities. Using this method, Achmea bases its calculations on the expected market rates at the start of the year and normalised returns on investments in equity and investment property. The same market rates are also used to determine the discount curve and provision for accrual of Achmea's insurance liabilities when calculating the operational result.

Non-operational result is the difference between the result before tax and the operational result and consists of reorganisation expenses, results from mergers & acquisitions and the Non-operational financial result.

Non-operational financial result consists of the difference between the net financial result from (re)insurance activities and the net financial result from (re)insurance activities with application of the expected return method explained above.

The Fixed Charge Coverage Ratio (FCCR) is a measure of how well a company is able to cover its fixed costs, such as repayments and interest expenses. FCCR is calculated by adding fixed costs (the interest expense on senior debt and depreciation) and impairments (the EBITDA) to the pre-tax result and dividing it by the interest expense on senior debt and fees on other equity instruments. For the FCCR based on the operational result the operational result is used in the calculation instead of the pre tax result.

	FY 2023	FY 2022	FY 2021
Distributable Items (*mln EUR**)**.....	7,220	8,299	8,250

In accordance with the Applicable Regulations then applicable to the Issuer as at the Issue Date, the Issuer's Distributable Items means, with respect to and as at any Interest Payment Date, without double-counting, an amount equal to:

(i) the retained earnings and the distributable reserves of the Issuer, calculated on an unconsolidated basis, as at the last calendar day of the then most recently ended financial year of the Issuer; plus

(ii) the profit for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date; less

(iii) the loss for the period (if any) of the Issuer, calculated on an unconsolidated basis, for the period from the Issuer's then latest financial year end to (but excluding) such Interest Payment Date,

each as defined under national law, or in the articles of association of the Issuer.

20. Debt instruments

This section provides more information on the debt instruments used and the development of the liquidity position of Achmea.

Interest Rate	Notional amount (in mln EUR)	Due date	First call date	Own funds tier/Senior Debt
5.625%	750	November 2044	May 2034	Tier 2
6.75%	300	December 2043	June 2033	Tier 2
4.25%	393	Perpetual	February 2025	Tier 2[36]
1.5%	750	May 2027		Senior Debt
3.625%	500	November 2025		Senior Debt
4.625%	500	Perpetual	March 2029	Tier 1
2.5%	250	September 2039	June 2029	Tier 2
(undrawn)	1,000	July 2029		Senior Debt

[36] These notes will be redeemed in full at their principal amount together with interest accrued on 4 February 2025.

REGISTERED OFFICE OF THE ISSUER

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