

**BIJLAGE 6 ALGEMENE PROGRAMMABEPALINGEN
INZAKE ONGELIMITEERD MEDIUM TERM NOTE
PROGRAMMA NEDERLANDSE GEMEENTEN
RESTRICTIONS ON PURCHASE, OFFER OR SALE OF NOTES
AND ON POSSESSION OR DISTRIBUTION OF
INFORMATION MEMORANDUM**

Model
160720

Onze referentie
JZ/2723608/ra

Pagina
1 van 3

1. GENERAL

Each Dealer and each Issuer agrees that it will comply with all applicable laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses, distributes or publishes this Information Memorandum or any related offering material and will obtain any consent, approval or permission required for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries. Each Dealer and each Issuer agrees that, in relation to each issue of Notes, it will comply with all applicable laws and regulations as are in force from time to time which are relevant in the context of the issue of such Notes.

2. UNITED STATES OF AMERICA

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

The Notes are subject to U.S. tax law requirements and must be issued and delivered outside the United States or its possessions in connection with their original issuance. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Notes will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C), or any successor rules in substantially the same form as the rules in such regulations for purposes of Section 4701 of the Code (the "**C Rules**"). Accordingly, the Notes must be issued and delivered outside the United States and its possessions in connection with their original issuance and each Dealer represents and agrees (and each additional Dealer appointed under the Programme will be required to represent and agree) in respect of the Notes that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, any such Notes within the United States or its possessions in connection with the original issuance. Further, each Dealer represents and agrees (and each further Dealer appointed under the Programme will be required to represent and agree) in connection with the original issuance of the Notes, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if such Dealer or such purchaser is within the United States or its possessions and will not otherwise involve any U.S. office of such Dealer in the offer and sale of the Notes. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder, including the C Rules.

Each Dealer has agreed that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the Notes comprising the relevant Tranche, as certified to the Issuing and Paying Agent or the Issuer by such Dealer (or, in the case of a sale of a Tranche of Notes to or through more than one Dealer, by each of such Dealers as to the Notes of such Tranche purchased by or through it, in which case the Issuing and Paying Agent or the Issuer shall notify each such Dealer when all such Dealers have so certified) within the United States or to, or for the account or benefit of, U.S. persons, other than pursuant to Rule 903 of Regulation S, and such Dealer will have sent to each dealer to which it sells Notes during the distribution compliance period relating thereto, a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

Model
160720

Onze referentie
JZ/2723608/ra

Pagina
2 van 3

Accordingly, neither such Dealer, its affiliates (if any) nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to Notes, and such Dealer, its affiliates (if any) and any person acting on its or their behalf have complied and will comply with the offering restrictions requirements of Regulation S. Each Dealer agrees that, at or prior to confirmation of sale of Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it or through it during the distribution compliance period a confirmation or notice to substantially the following effect:

"The Notes covered hereby have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and may not be offered and 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 (i) as part of their distribution at any time or (ii) otherwise until forty days after the completion of the distribution of the tranche of Notes of which such Notes are a part, as determined and certified by [Name of relevant Dealer or Dealers, as the case may be], except in either case in accordance with Regulation S under the Securities Act."

Terms used in the above paragraph have the meanings given to them by Regulation S.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it has not entered and will not enter into any contractual arrangements with respect to the distribution or delivery of Notes except with its affiliates (if any) or with the prior written consent of the Issuer.

3. UNITED KINGDOM

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree that:

- (a) *Financial promotion*: it has only communicated or caused to be communicated and will only communicate or cause to be communicated any

invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 as amended (the "FSMA")) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not, or in the case of the Issuer would not, if it was not an authorised person, apply to the Issuer; and

- (b) *General compliance*: it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such Notes in, from or otherwise involving the United Kingdom.

Model
160720

Onze referentie
JZ/2723608/ra

Pagina
3 van 3

4. MIFID II product governance (target market of professional investors and eligible counterparties only)

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MIFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturers' target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturers' target market assessment) and determining appropriate distribution channels.