

FORM OF FINAL TERMS

Final Terms dated 22 January 2021

NIBC BANK N.V.

*(Incorporated with limited liability under the laws of The Netherlands
and having its corporate seat in The Hague)*

Legal Entity Identifier (LEI) B64D6Y3LBJ54ANNPCU93

Issue of of EUR 15,000,000 Floating Rate Notes due 27 January 2023
under the Euro 20,000,000,000 Programme for the Issuance of Debt Instruments

EU MiFID II product governance / Professional investors and eligible counterparties only target market:

Solely for the purposes of the manufacturer's product approval process, the target market assessment in respect of the 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 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 manufacturer's 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 manufacturer's target market assessment) and determining appropriate distribution channels.

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); (ii) a customer within the meaning of Directive 2016/97/EU ("IDD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS - The Notes 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 United Kingdom ("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 law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"); (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 law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

The expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 (as amended or superseded).

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions (hereinafter referred to as the "**Conditions**") set forth in the offering circular dated 24 June 2020 (including any supplement thereto, the "**Offering Circular**") which constitutes a base prospectus for the purposes of the Prospectus Regulation.

This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8.4 of the Prospectus Regulation and must be read in conjunction with the Offering Circular as so supplemented in order to obtain all the relevant information. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Circular as so supplemented

The Offering Circular and any supplements to the Offering Circular are available on, and a copy of these Final Terms will be published on, the Issuer's website (<https://www.nibc.com/about-nibc/investor-relations/debt-investors/euro-medium-term-notes/>). Such documents are also available for viewing upon reasonable request during normal business hours at the registered office of the Issuer at Carnegieplein 4, 2517 KJ, The Hague, The Netherlands and at the specified office of the Fiscal Agent at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom and copies may be obtained from the same.

1.	Issuer:	NIBC Bank N.V.
2.	(i) Series Number:	1772
	(ii) Tranche Number:	1
	(iii) Date of which Notes will be consolidated and form a single series:	Not Applicable
3.	Specified Currency or Currencies:	EUR
4.	Aggregate Nominal Amount:	
	(i) Series:	15,000,000
	(ii) Tranche:	15,000,000
5.	Issue Price:	100.627 per cent. of the Aggregate Nominal Amount.
6.	(i) Specified Denominations:	100,000
	(ii) Calculation Amount:	100,000
7.	(i) Issue Date:	27 January 2021
	(ii) Interest Commencement Date (if different from the Issue Date):	Issue Date
8.	Maturity Date:	27 January 2023 (the " Scheduled Maturity Date ")
9.	Interest Basis:	Floating Rate 3month EURIBOR + 0.80 per cent (further particulars specified below)
10.	Minimum Interest Amount:	Not Applicable
	Maximum Interest Amount:	Not Applicable
11.	Redemption/Payment Basis:	Redemption at par
12.	Change of Interest Basis	Not Applicable
13.	Put/Call Options:	Illegality Call Tax Call
14.	Business Centre:	TARGET2
15.	Status of the Notes:	Senior Preferred Notes
16.	Subordinated Notes intended to qualify as Tier 2 Notes (only in the case of Subordinated Notes):	No

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|-----|---|------------------|
| 17. | Intended to qualify as MREL Eligible Liabilities: | No |
| 18. | Date Board approval for issuance of Notes obtained: | 01 December 2020 |

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- | | | |
|--------|--|--|
| 19. | Fixed Rate Interest Note Provisions: | Not Applicable |
| 20. | Floating Rate Interest/CMS-Linked Interest Note Provisions: | Applicable |
| (i) | Interest Calculation Amount: | EUR 100,000 |
| (ii) | Interest Payment Dates: | 27 January, 27 April, 27 July and 27 October in each year, commencing on 27 April 2021 up to and including the Maturity Date, subject to the Business Day Convention |
| (iii) | First Interest Payment Date: | 27 April 2021 |
| (iv) | Period End Dates: | Each Interest Payment Date as adjusted in accordance with the Business day Convention. |
| (v) | Business Day Convention: | Modified Following Business Day Convention |
| (vi) | Additional Business Centre(s): | Not Applicable |
| (vii) | Manner in which the Rate of Interest (the " Reference Item ") is to be determined: | Screen Rate Determination |
| (viii) | Party responsible for calculating the Rate of Interest and Interest Amount (if not the Calculation Agent): | Not Applicable |
| (ix) | Screen Rate Determination: | Applicable – Term Rate |
| | Rate Determination Date(s): | Two Target2 Business Days prior to the first day of each Interest Period |
| | Relevant Screen Page: | Reuters page EURIBOR01 as at 11:00am (Brussels time) |
| | Margin: | + 0.80 per cent. per annum |
| | Overnight Reference Rate: | Not Applicable |
| | Index Determination: | Not applicable |
| | Observation Method: | Not Applicable |

	Observation Look-back Period:	Not Applicable
	(x) ISDA Determination:	Not Applicable
	(xi) Linear Interpolation:	Not Applicable
	(xii) CMS-Linked Interest Notes:	Not Applicable
	(xiii) Minimum Rate of Interest:	Not Applicable
	(xiv) Maximum Rate of Interest:	Not Applicable
	(xv) Day Count Fraction:	Actual/360
21.	Index Linked Interest Provisions:	Not Applicable
22.	Zero Coupon Note Provisions:	Not Applicable
23.	Range Accrual Note Provisions:	Not Applicable
24.	Reference Rate Replacement:	Applicable

PROVISIONS RELATING TO REDEMPTION

25.	Index Linked Redemption:	Not Applicable
26.	Issuer Call:	Not Applicable
27.	Regulatory Call:	Not Applicable
28.	MREL Disqualification Event Call:	Not Applicable
29.	Illegality Call:	Applicable
30.	Tax Call:	Applicable
31.	Investor Put (as per Condition 8.6 (<i>Optional Early Redemption (Investor Put)</i>)):	Not Applicable
32.	Final Redemption Amount of each Note	EUR 100,000 per Calculation Amount
33.	Early Redemption Amount of each Note payable on redemption for taxation reasons, redemption for illegality or on event of default (if different from that set out the Conditions):	EUR 100,000 per Calculation Amount
34.	Substitution or Variation:	Not Applicable

PROVISIONS RELATING TO ADJUSTMENTS, DISRUPTED DAYS AND DATE EXTENSIONS

35.	Disruption Event:	
	(i) Change of Law:	Not Applicable
	(ii) Hedging Disruption:	Not Applicable
36.	Disrupted Days:	
	(i) Common Disrupted Days:	Not Applicable

- (ii) Alternative Reference Cut-Off Date: Not Applicable
- (iii) Omission: Not Applicable
- (iv) Postponement: Not Applicable
- (v) Modified Postponement: Not Applicable
- 37. Date Extensions: Not Applicable
 - (i) Interest Payment Date Extension: Not Applicable
 - (ii) Maturity Date Extension: Not Applicable
 - (iii) Number of Extension Business Days: Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- 38. Form of Notes:
 - (i) Form: Bearer Notes:
Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note
 - (ii) New Global Note: Applicable
 - (iii) New Safekeeping Structure: Not Applicable
- 39. Additional Financial Centre(s) or other special provisions relating to payment dates: Not Applicable
- 40. Talons for future Coupons to be attached to Definitive Notes: No
- 41. Calculation Agent: Citibank, N.A., London Branch
13th Floor, Citigroup Centre
Canada Square, Canary Wharf
London E14 5LB
United Kingdom
- 42. Redenomination applicable: Redenomination not applicable
- 43. Whether Condition 6(a) of the Notes applies or whether Condition 6(b) applies: Condition 6(b) applies
- 44. Relevant Benchmark: EURIBOR is provided by the European Money Markets Institute. As at the date hereof, the European Money Markets Institute appears in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of the Benchmark Regulation (Regulation (EU) 2016/1011)

SIGNATURE

Signed on behalf of the Issuer:

By:
DocuSigned by:
Seva Nefedov
2B2F6683F209408.....

Duly authorised

Seva Nefedov
Director
NIBC Bank
22 January 2021 | 13:52 CET

DocuSigned by:
Toine Teulings
473D4BFD76F04E4.....

Toine Teulings
Director Funding & Debt IR
NIBC Bank N.V.
22 January 2021 | 14:14 CET

PART B - OTHER INFORMATION**1. LISTING**

- (i) Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Amsterdam with effect from 27 January 2021
- (ii) Estimate of total expenses related to admission to trading: EUR 2,600

2. RATINGS

The Notes to be issued are expected to be rated BBB + by Fitch Ratings Limited ("Fitch") and BBB + by Standard & Poor's Credit Market Services Europe Limited ("S&P"). Fitch and S&P are established in the European Union and are registered under Regulation (EU) No 1060/2009, as amended. As such, Fitch and S&P are included in the list of credit rating agencies published by the European and Markets Authority on its website in accordance with such regulation.

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

Save as discussed in "*Subscription and Sale*" in the Offering Circular, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Dealer and its affiliates have engaged, and may engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.

4. USE OF PROCEEDS

The net proceeds of the issue of the Notes will be applied by the Issuer for its general corporate purposes.

5. YIELD (*Fixed Rate Notes only*)

Indication of yield: Not Applicable

6. PERFORMANCE OF REFERENCE ASSET[S] AND OTHER INFORMATION CONCERNING THE REFERENCE ASSET[S] (*Index Linked Notes only*)

Not Applicable

7. OPERATIONAL INFORMATION

- (i) ISIN Code: XS2292545535
- (ii) Common Code: 229254553
- (iii) FISN: See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN
- (iv) CFI: See the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN

- | | | |
|--------|--|---|
| (v) | Other Relevant Code: | Not Applicable |
| (vi) | Name(s) and address(es) of any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): | Not Applicable |
| (vii) | Delivery: | Delivery free of payment |
| (viii) | Names and addresses of initial Paying Agent(s): | Citibank, N.A., London Branch

Citigroup Centre

Canada Square

Canary Wharf

London E14 5LB

United Kingdom |
| (ix) | Names and addresses of additional Paying Agent(s) (if any): | Not Applicable |
| (x) | Intended to be held in a manner which would allow central banking system for the euro (the " Eurosystem ") eligibility: | Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank being satisfied that Eurosystem eligibility criteria have been met. |

8. **DISTRIBUTION**

- | | | |
|-------|------------------------------------|---------------------------------------|
| (i) | Method of distribution: | Non-syndicated |
| (ii) | If syndicated, names of Managers: | Not Applicable |
| (iii) | Stabilising Manager(s) (if any): | Not Applicable |
| (iv) | If non-syndicated, name of Dealer: | NIBC Bank N.V. |
| (v) | U.S. Selling Restrictions: | Reg. S Compliance Category 2; TEFRA D |

9. **THIRD PARTY INFORMATION**

Not Applicable

Certificate Of Completion

Envelope Id: FF1A26C2AE2C4CF4A8309306BDD03B83	Status: Completed
Subject: Please DocuSign: FT_12726_Final.docx	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 6	Initials: 16
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Peter Brouwer
Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna	Carnegieplein 4
	Den Haag, Zuid-Holland 2517KJ
	Peter.Brouwer@nibc.com
	IP Address: 193.58.15.1

Record Tracking

Status: Original 22 January 2021 12:37	Holder: Peter Brouwer Peter.Brouwer@nibc.com	Location: DocuSign
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Signer Events

Peter Brouwer
peter.brouwer@nibc.com
Associate
NIBC Bank N.V.
Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style
Using IP Address: 193.58.15.1

Timestamp

Sent: 22 January 2021 | 12:43
Viewed: 22 January 2021 | 12:43
Signed: 22 January 2021 | 12:44

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Jeroen Koekkoek
Jeroen.Koekkoek@nibc.com
Associate
NIBC Bank N.V.
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
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Sent: 22 January 2021 | 12:44
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Signed: 22 January 2021 | 13:10

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Seva Nefedov
Seva.Nefedov@nibc.com
Director
NIBC Bank
Security Level: Email, Account Authentication (None)

DocuSigned by:

2B2F6668F209408...

Signature Adoption: Pre-selected Style
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Sent: 22 January 2021 | 13:10
Viewed: 22 January 2021 | 13:52
Signed: 22 January 2021 | 13:52

Electronic Record and Signature Disclosure: Accepted: 08 June 2020 | 12:54 ID: 09f8f314-be88-4a7a-80c5-6274dae2184a Company Name: NIBC Bank N.V.

Toine Teulings
Toine.Teulings@nibc.com
Director Funding & Debt IR
NIBC Bank N.V.
Security Level: Email, Account Authentication (None)

DocuSigned by:

473D4BFD76F04E4...

Signature Adoption: Pre-selected Style
Using IP Address: 193.58.15.1

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Signed: 22 January 2021 | 14:14

Electronic Record and Signature Disclosure: Accepted: 22 January 2021 | 14:14 ID: 6b1b0e04-705a-4aa3-8b25-9c81c37adf3a Company Name: NIBC Bank N.V.

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	22 January 2021 12:43
Certified Delivered	Security Checked	22 January 2021 14:14
Signing Complete	Security Checked	22 January 2021 14:14
Completed	Security Checked	22 January 2021 14:14
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Disclosure Preview

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures,

authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact NIBC:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically by contacting the NIBC employee that you have received the electronic document from.

To advise NIBC of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to your NIBC contact person.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from NIBC

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to the NIBC employee who has requested you to sign the particular electronic document. In the body of such request you must state your email address, full name, mailing address, and telephone number.

To withdraw your consent with NIBC

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send an email to the NIBC employee who has requested you to sign the electronic document. In the body of such request you must state your email, full name, mailing address, and telephone number.

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Processing of personal data – Privacy Statement

NIBC values and respects the privacy of our customers and business partners. We strive to protect the privacy and the confidentiality of personal data that NIBC processes in connection with the services it provides to customers. NIBC will process your personal data carefully and always in accordance with applicable rules and regulations.

The privacy statement describes how we (as a data controller) use your personal data in our business. We collect, use, disclose and otherwise process personal data that is necessary for the purposes identified in the privacy statement or as permitted by law.

- The Privacy Statement for our Customers and Business Partners can be downloaded and read here: <https://www.nibc.com/privacy-statement/>
- The Privacy Statement for NIBC employees can be downloaded and read here: <https://inside.prd.domain/Risk/legal/Documents/NIBC%20Employee%20Privacy%20Statement%20English.pdf>

In the event of any conflict or inconsistency between the body of this Electronic Record and Signature Disclosure and the relevant NIBC Privacy Statement, the terms and conditions set forth in the NIBC Privacy Statement shall prevail.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read and agree with this Electronic Record and Signature Disclosure and NIBC Privacy Statement; and
- You can print on paper this Electronic Record and Signature Disclosure and NIBC Privacy Statement, or save or send this Electronic Record and Disclosure and NIBC Privacy Statement to a location where you can print it, for future reference and access; and
- Until or unless you notify NIBC as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NIBC during the course of your relationship with NIBC.