



State of the Netherlands

3.25% green bond 2023 due 15 January 2044 re-opening

Issued under the authorization to contract bonds borne by the State of the Netherlands, given by the Government Accounts Act 2016 (*Comptabiliteitswet 2016*)

Issuance method	Tap Auction
Issuance period	27 February 2024; starting from 10:00 CET
Payment date	Two days after the fixing of the Issue price

Bond	3.25% green bond 2023 due 15 January 2044 issued by the State of the Netherlands
Interest	3.25% per annum
Interest due date	15 January 2025 and annually thereafter on 15 January
Initial maturity	20 years and 88 days
Remaining maturity	19 years and 321 days starting on the Payment date
Initial payment date	19 October 2023
Redemption date	on 15 January 2044 the principal of the bond will be made redeemable at par; early redemption either in whole or in part is not permitted
Issue price	the issue price will be announced via MTS Netherlands at the beginning of the Issuance period and may be revised at any time
Announcement	the total accepted amount and the average Issue price will be announced after the closing of the Tap Auction
Use of proceeds	the proceeds from the issue of the green bond intend to exclusively (re)finance (in whole or in part) Eligible Expenditures

DEFINITIONS

The terms used in the conditions have the meanings stated below:

DSTA:	Dutch State Treasury Agency, part of the Ministry of Finance;
MTS:	MTS Netherlands;
Necigef:	Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. (Dutch Central Securities Giro Institute);
Euroclear:	Euroclear Bank N.V.;
Clearstream:	Clearstream Banking S.A.;
Target:	Trans-European Automated Real-time Gross settlement Express Transfer;
equensWorldline:	equensWorldline (formerly known as Equens N.V.);
Primary Dealer:	Institution appointed as such by agreement with the State of the Netherlands;
Affiliated institution:	Institution affiliated to Necigef;
Proposal:	The offer to buy or sell a traded security via the MTS system with specification of the quantity and the price quoted;
Application:	Participation in a proposal;
Tick:	1 tick represents 0.01% of the par value of the traded security;
Strips:	(Separate Trading of Registered Interest and Principal Securities) a registered claim against the State of the Netherlands pertaining only to a nominal amount which shall be paid at a certain time;
Green Bond Framework:	The State of the Netherlands Green Bond Framework dated 8 September 2023.

GENERAL CONDITIONS

ISSUE CONDITIONS

1. Registered rights

The debt issued is embodied in the form of a registered right in the name of the affiliated institutions of Necigef. All or part of the debt issued can be made available for delivery in the form of acquisition of a registered right in a nominal amount of whole euros.

2. Interest

The interest rate will accrue as from the Initial payment date. The interest is paid on the next Interest due date and is paid to Necigef in favour of the affiliated institutions and their accountholders. Other rightful claimants are paid directly by DSTA. The interest will cease to accrue on the Redemption date.

3. Redemption

On the Redemption date, the principal of the bond will be redeemable at par. Repayment of the principal is made to Necigef in favour of the affiliated institutions and their accountholders. Other rightful claimants are paid directly by the DSTA. Early redemption either in whole or in part is not permitted.

4. Due dates for interest payment and redemption

If the Target and equensWorldline systems are not in operation on a due date for payment of interest or principal of the bond as referred to in articles 2 and 3, the interest or the principal will become payable on the next day on which the Target and equensWorldline systems are in operation.

5. Limitation

The right to payment of interest or the principal of the bond will lapse five years after the beginning of the day following the date on which these amounts first become payable.

6. Issue and purchase of strips

Upon request of a Primary Dealer, the DSTA issues strips against simultaneous submission - by the Primary Dealer - of part of the bond. Strips thus issued can, upon request of a Primary Dealer, be rejoined through submission - by the Primary Dealer - of these strips against simultaneous issue of part of the bond by the DSTA. In respect of the volume and due date of the instalments of interest and principal, strips are identical to the respective part of the bond. The State of the Netherlands has appointed an institution to administrate the rights and obligations pertaining to strips. The issue and submission, as well as the settlement of strips may be subject to further provisions.

7. Compliance by issuer with United States securities laws

The issuer is a foreign government (as defined in Rule 405 under the Securities Act) eligible to register securities under Schedule B of the Securities Act, and the bonds are backed by the full faith and credit of the issuer. The bonds have not been and will not be registered under the Securities Act and may be sold in the United States solely to qualified institutional buyers in accordance with Rule 144A under the Securities Act.

The issuer represents, warrants and undertakes that neither it nor any person acting on its behalf has made or will make offers or sales of securities under circumstances that would require the registration of any of the bonds under the Securities Act, and in particular, that:

- neither the issuer nor any person acting on its behalf has engaged or will engage in any direct selling efforts (as defined in Regulation S under the Securities Act) or in any form of general solicitation or general advertising (as those terms are used in Rule 502 (c) under the Securities Act) with respect to the bonds; and
- the bonds satisfy the eligibility requirements of Rule 144A(d)(3) under the Securities Act.

8. Applicable law and jurisdiction

The bond is subject to Netherlands law. Disputes may be brought exclusively before the competent court in the Netherlands.

9. Costs

Where these conditions do not expressly state that they will be borne by the State of the Netherlands, costs may not be charged to the State of the Netherlands.

10. Conditions

In case of dispute as to the interpretation of these conditions, the Dutch text will be binding. Copies of these conditions are available free of charge at Primary Dealers.

11. Collective Action Clauses

The Collective Action Clauses can be found on our website english.dsta.nl/subjects/cacs. This document describes the Collective Action Clauses as agreed upon by the Member States of the European Union. The English text of the Collective Action Clauses is binding.

1. Issue price

The initial issue price will be announced at the beginning of the Issuance period. The issue price may be revised at any time. The State of the Netherlands reserves the right to cancel the issue at any time up to beginning of the Issuance period.

2. Issuance method – Tap issue

The bond will be sold exclusively through Primary Dealers. During the Issuance period Primary Dealers may submit their applications in MTS. Acceptance will be in nominal amounts and at the prevailing issue price. The minimum nominal amount accepted per trade is euro 25 million with increments of euro 5 million. Trades with a nominal amount less than euro 25 million will be cancelled. Trades with a nominal amount more than euro 25 million which are not multiples of euro 5 million will be rounded downwards to the nearest multiple of euro 5 million.

Within one hour prior to the commencement of the Issuance Period, the DSTA may offer each Primary Dealer the possibility to take up 3% of the maximum targeted range against the average Issue price set during the auction. Acceptance by a Primary Dealer shall take place in writing. The nominal amount so pre-allocated shall be deducted from the target volume to be auctioned.

3. Accrued Interest

Interest will be calculated in accordance with section 250 of the ICMA Statutes, by-laws, rules and recommendations on an actual/actual basis. Any change in the way interest is calculated will become effective no sooner than on the next due date.

4. Reservations at Tap issue

The right is reserved, without giving reasons, to cancel proposals in whole or in part and to suspend or terminate the tap issue at any time. In addition the right is reserved to unilaterally cancel applications that are not in line with these issue conditions or inconsistent with the market level at the time of execution. To be inconsistent with the market level, the application price must have differed by a minimum number of ticks from the last application executed on MTS within the previous 5 minutes, depending on the maturity of the security, as set out in the table below.

Maturity	Number of ticks
0 to 3.5 years	20
3.5 to 6.5 years	30
6.5 to 13.5 years	40
13.5 years and more	60

To identify the market level in the absence of applications executed within the previous 5 minutes, the second-best proposal present at the time of execution will be considered, taking account of the appropriate side of the market. In case of a unilateral cancellation the DSTA shall notify the counterpart and MTS, via telephone or e-mail without delay, and in any event not later than 15 minutes before the end of opening hours of MTS.

5. Settlement

Settlement takes place internal in Euroclear on issue account 25003 or in Clearstream through the electronic bridge.

6. Listing

Listing of this bond on the Official Market of Euronext Amsterdam N.V. will be pursued.

7. Payment

The amount payable will be equal to the product of the issue price and the awarded nominal amount plus accrued interest (if any). This amount which shall be paid on the Payment date (or in case of a tap placement the day of settlement) on a "trade for trade" basis must be credited to the DSTA's issue account number 25003 with Euroclear.

In the event of late payment of the amount due, interest will be charged at the interest rate of this bond. The right is also reserved to recover any loss suffered by the State of the Netherlands from the Primary Dealer concerned.

8. After placement

The right is reserved to place additional debt after this issue.

9. Rights

The DSTA reserves the right to change the issue conditions at any time.

10. Use of Proceeds

The bond intends to exclusively finance or refinance, in whole or in part, expenditures which are part of the Central Government Budget or tax relief measures which are included in the Budget Memorandum (*Miljoennota*), and contribute to the EU environmental objectives of climate change mitigation and climate change adaptation (the "Eligible Green Expenditures") and sustainable use and protection of water and marine resources (the "Eligible Blue Expenditures", together referred to as "Eligible Expenditures") in accordance with the Green Bond Framework. Eligible Expenditures shall fall within one of the following four categories: renewable energy, energy efficiency, clean transportation and climate change adaptation and sustainable water management.

The proceeds of the bond will be managed by the DSTA. The DSTA will monitor the expenditure level of Eligible Expenditures and will decide upon the allocation of proceeds of the issued green bond to Eligible Expenditures after review and approval by the Green Bond Working Group. The DSTA intends to fully allocate the proceeds of the bond within a timeframe of maximum two years after the year of issuance. Pending the full allocation of proceeds of the issued green bond to Eligible Expenditures, the DSTA will manage the unallocated proceeds in line with the treasury policy of the DSTA.

The Hague, 21 February 2024

The Minister of Finance,
On its behalf,
The Agent of the Dutch State Treasury Agency,

Saskia van Dun