

## BASE PROSPECTUS



### **AEGON N.V.**

*(incorporated with limited liability in The Netherlands  
and having its corporate seat in The Hague)*

and

### **AEGON FUNDING COMPANY LLC**

*(organised under the laws of the State of Delaware, USA,  
and having its corporate seat in Wilmington, Delaware)*

guaranteed by

### **AEGON N.V.**

*(incorporated with limited liability in The Netherlands  
and having its corporate seat in The Hague)*

## **Programme for the Issuance of Debt Instruments**

Under this Programme for the Issuance of Debt Instruments (the **Programme**), each of Aegon N.V. (**Aegon**) and Aegon Funding Company LLC (**AFC** and each an **Issuer** and together the **Issuers**) may from time to time issue Notes (**Notes**) and Aegon as Issuer may from time to time issue capital securities (**Capital Securities**), and together with the Notes, **Instruments**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below).

If the Notes are issued by AFC, the Notes will be issued with the benefit of a guarantee by Aegon in its capacity as guarantor (the **Guarantor**).

The maximum aggregate nominal amount of all Instruments from time to time outstanding under the Programme will not exceed US\$ 6,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Instruments may be issued on a continuing basis to one or more of the Dealers specified under "Summary of the Programme" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this Base Prospectus to the **relevant Dealer** shall, in the case of an issue of Dealers being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Instruments.

**An investment in the Instruments issued under the Programme involves certain risks.** For a discussion of these risks see "Risk Factors".

The Authority for the Financial Markets (*Autoriteit Financiële Markten*, the **AFM**), in its capacity as competent authority under the Dutch Act on financial supervision (*Wet op het financieel toezicht*, the **Wft**), has approved this Base Prospectus pursuant to Chapter 5 of the Wft.

Application has been made to Euronext Amsterdam N.V. (**Euronext Amsterdam**) to allow Instruments issued under the Programme, during the period of 12 months from the date of this Base Prospectus, to be admitted to trading and to be listed on NYSE Euronext in Amsterdam.

References in this Base Prospectus to Instruments being **listed** (and all related references) shall mean that such Instruments have been admitted to trading and listing on NYSE Euronext in Amsterdam. NYSE Euronext in Amsterdam is a regulated market for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**).

Notice of the aggregate nominal amount of Instruments, interest (if any) payable in respect of Instruments, the issue price of Instruments and any other terms and conditions not contained herein which are applicable to each Tranche (as defined under "*Terms and Conditions of the Notes/Capital Securities*") of Instruments will be set out in a final terms document (the **Final Terms**) which, with respect to Instruments to be listed on NYSE Euronext in Amsterdam will be filed with the AFM and Euronext Amsterdam on or before the date of issue of the Instruments of such Tranche.

The Programme provides that Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the relevant Issuer and the relevant Dealer. The Issuers may also issue unlisted Instruments and/or Instruments not admitted to trading on any market.

The Issuers may agree with any Dealer that Instruments may be issued in a form not contemplated by the Terms and Conditions of the Instruments herein, in which event a supplemental Base Prospectus, if appropriate, will be made available which will describe the effect of the agreement reached in relation to such Instruments.

The rating of certain Series of Instruments to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to the relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009 (the **CRA Regulation**) will be disclosed in the Final Terms.

*Arranger for the Programme*

**MORGAN STANLEY**

*Dealers*

**BARCLAYS**

**BNP PARIBAS**

**BOFA MERRILL LYNCH**

**CITIGROUP**

**DEUTSCHE BANK**

**HSBC**

**J.P. MORGAN**

**MORGAN STANLEY**

**THE ROYAL BANK OF SCOTLAND**

**UBS INVESTMENT BANK**

17 December 2013

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## SUMMARY OF THE PROGRAMME

*The summary set out below complies with the requirements of the Prospectus Directive and Commission Regulation No 809/2004 implementing the Prospectus Directive (the **PD Regulation**), including the contents requirements set out in Annex XXII of the PD Regulation. These requirements apply to Notes and Capital Securities with a denomination of less than €100,000 (or its equivalent in any other currency) and the summary set out below is addressed to potential investors in such Notes and Capital Securities. The PD Regulation specifies a mandatory order for the sections and elements set out below and the use of the designation "Not Applicable" for any element specified below where either no relevant information falls to be disclosed or the requirement is not applicable for any reason. The titles set out in each of sections B through E below are themselves summaries of the requirements set out in Annex XXII of the PD Regulation. This summary has been prepared on the basis that only Annexes IV, V and VI of the PD Regulation are applicable to issues of Notes and Capital Securities with a denomination of less than €100,000 (or its equivalent in any other currency) under the Programme and, as a result, the elements referred to below are deliberately not consecutively numbered.*

### Section A – Introduction and warnings

Element	
A.1	<ul style="list-style-type: none"> <li>• <b>This summary should be read as an introduction to the Base Prospectus and the applicable Final Terms.</b></li> <li>• <b>Any decision to invest in any Notes or Capital Securities should be based on a consideration of this Base Prospectus as a whole, including any documents incorporated by reference and the applicable Final Terms.</b></li> <li>• <b>Where a claim relating to information contained in the Base Prospectus and the applicable Final Terms is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated.</b></li> <li>• <b>Civil liability attaches to the Issuers solely on the basis of this summary, including any translation of it, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or, following the implementation of the relevant provisions of Directive 2010/73/EU in the relevant Member State, it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in the Notes or the Capital Securities.</b></li> </ul>
A.2	<p>Certain Tranches of Instruments with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a <b>Non-exempt Offer</b>.</p> <p><i>Issue specific summary:</i></p> <p>[Not Applicable; the [Notes/Capital Securities] are issued in denominations of at least €100,000 (or its equivalent in any other currency).]</p>

[*Consent:* Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of [Notes/Capital Securities] by the Managers[, [*names of specific financial intermediaries listed in final terms,*] [and] [each financial intermediary whose name is published on the Issuer's website (<http://www.aegon.com/en/Home/Investors/Managing-capital/Debt-Programs/>) and identified as an Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC) and publishes on its website the following statement (with the information in square brackets being completed with the relevant information):

*"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes/Capital Securities] (the [Notes/Capital Securities]) described in the Final Terms dated [insert date] (the **Final Terms**) published by [Aegon N.V./Aegon Funding Company LLC] (the **Issuer**). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the [Notes/Capital Securities] in accordance with and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."*

(each such financial intermediary an **Offeror**).

*Offer period:* The Issuer's consent referred to above is given for Non-exempt Offers of [Notes/Capital Securities] during [*offer period for the issue to be specified here*] (the **Offer Period**).

*Conditions to consent:* The conditions to the Issuer's consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Offer Period; (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of [Notes/Capital Securities] in [*specify each Relevant Member State in which the particular Tranche of Notes/Capital Securities can be offered*] and (c) [*specify any other conditions applicable to the Non-exempt Offer of the particular Tranche, as set out in the Final Terms*].

**IN THE EVENT THAT AN INVESTOR INTENDS TO ACQUIRE OR IS ACQUIRING ANY INSTRUMENTS IN A PUBLIC OFFER FROM AN OFFEROR OTHER THAN THE ISSUER OR ANY DEALER IT WILL DO SO, AND OFFERS AND SALES OF SUCH INSTRUMENTS TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE INSTRUMENTS CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION. NONE OF THE ISSUER OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.]**

## Section B – Issuer and Guarantor

Element	Title	
<b>B.1</b>	Legal and commercial name of the Issuers	<p>Aegon N.V. and Aegon Funding Company LLC (together the <b>Issuers</b>, and each an <b>Issuer</b>)</p> <p><i>Issue specific summary:</i></p> <p>[Aegon N.V./Aegon Funding Company LLC] (the <b>Issuer</b>)</p>
<b>B.2</b>	Domicile/ legal form/ legislation/ country of incorporation	<p>Aegon N.V. (<b>Aegon</b>), is domiciled in the Netherlands, is a public limited liability company organized and operating under Dutch law.</p> <p>Aegon Funding Company LLC (<b>AFC</b>) operates under the laws of the State of Delaware and was organised on 21 May 1999 under the laws of the State of Delaware as Aegon Funding Corporation.</p>
<b>B.3</b>	Nature of Issuers' current operations/principal activities	<p>Aegon N.V. is a holding company. Aegon's businesses and operation which focus on life insurance, pensions, savings, and investment products are conducted through operating subsidiaries. Aegon is also active in accident, supplemental health, general insurance, and some limited banking activities. Aegon's established markets are the United States, the Netherlands and the United Kingdom. In addition, Aegon is present in over 20 other markets in the Americas, Europe and Asia. Aegon encourages product innovation and fosters an entrepreneurial spirit within its businesses. New products and services are developed by local business units with a continuous focus on cost control. Aegon uses a multi-brand, multi-channel distribution approach to meet its customers' needs.</p> <p>AFC is an indirect wholly owned subsidiary of Aegon N.V. AFC is a direct wholly owned subsidiary of Aegon USA, LLC and has no subsidiaries of its own. AFC was established as a financing vehicle to be used to raise funds for the U.S. subsidiaries of Aegon N.V.</p>
<b>B.4a</b>	Trend information	<p><b><i>Development of global financial markets</i></b></p> <p>Global financial markets experienced extreme and unprecedented volatility and disruption in recent years and significant uncertainty remains today - particularly in Europe. These developments have created an unfavorable environment for banking activity generally. Bank lending has been reduced below the levels seen before the financial crisis for some time and the housing markets in Europe and North America remain depressed.</p> <p>In Europe, countries such as Greece, Ireland, Italy,</p>

		<p>Portugal, Spain and Cyprus have been particularly affected by the recent financial and economic conditions, creating a heightened perceived risk of default on the sovereign debt of those countries, with the possibility of a Greek default and rising concerns about the contagion effect it would have on other European Union economies and the ongoing viability of the euro currency and the European Monetary Union.</p> <p>Yields on the sovereign debt of most European Union member states are volatile. The European Union, the European Central Bank (<b>ECB</b>) and the International Monetary Fund have prepared rescue packages for some of the affected countries. Furthermore, the European Union is in the process of establishing a European Banking Supervision body which would allow for direct intervention by the ECB.</p> <p><b><i>Development of supervision and regulation</i></b></p> <p>The European Commission's Solvency II directive, effective date pending, is expected to impose, among other things, substantially greater quantitative and qualitative capital requirements on some of Aegon's businesses and at Group level as well as supervisory and disclosure requirements and may impact the structure, business strategies, and profitability of Aegon's insurance subsidiaries and of the Group.</p> <p>The National Association of Insurance Commissioners' (NAIC) Model Regulation entitled "Valuation of Life Insurance Policies," commonly known as Regulation XXX, requires insurers in the United States to establish additional statutory reserves for term life insurance policies with long-term premium guarantees. In addition, the regulation requires insurers to establish additional statutory reserves for certain universal life insurance policies with secondary guarantees.</p> <p>Aegon's regulated businesses, such as insurance, banking and asset management, are subject to comprehensive regulation and supervision. The primary purpose of such regulation is to protect clients (i.e. policyholders), not holders of securities.</p>
<b>B.5</b>	Description of the Group	<p>Aegon is a holding company. Aegon's businesses and operation are conducted through operating subsidiaries. AFC is an indirect wholly owned subsidiary of Aegon. AFC is a direct wholly owned subsidiary of Aegon USA,</p>

		LLC and has no subsidiaries of its own.																																																																																																																											
B.6	Significant interests/control	<p>Vereniging Aegon holds 32.4% of Aegon’s issued share capital and a maximum 32.4% of voting rights.</p> <p>To Aegon’s knowledge, two other parties hold a capital and voting interest in Aegon N.V. in excess of 3% according to filings with the AFM. US-based investment management firm Dodge &amp; Cox owns over 83 million common shares, which is approximately 3.13% of Aegon’s issued share capital which corresponds with approximately 3.13% of voting rights. Financial services corporation FMR LLC owns over 91.9 million common shares, which is approximately 3.46% of Aegon’s issued share capital and has approximately 3.28% of voting rights.</p> <p>AFC is a direct wholly owned subsidiary of Aegon USA, LLC.</p>																																																																																																																											
B.7	<p><b>Selected historical key financial information:</b></p> <p><i>Income Statement</i></p> <p>The table below sets out summary information extracted from the Issuer's audited income statement for each of the two years ended 31 December 2012 and 31 December 2011 and from the Issuer's unaudited income statement for the nine month periods ended 30 September 2013 and 30 September 2012, respectively:</p> <table><tr><th></th><th colspan="2">As of and for the nine months ended 30 September</th><th colspan="2">As of and for the year ended 31 December</th></tr><tr><th></th><th>2013</th><th>2012 (1)</th><th>2012 (1)</th><th>2011</th></tr><tr><td></td><td colspan="4">(in millions EUR, except per share amounts)</td></tr><tr><td><b>Consolidated income statement information:</b></td><td></td><td></td><td></td><td></td></tr><tr><td>Amounts based upon IFRS</td><td></td><td></td><td></td><td></td></tr><tr><td>Premium income</td><td>15,547</td><td>14,468</td><td>19,049</td><td>19,521</td></tr><tr><td>Investment income</td><td>5,938</td><td>6,492</td><td>8,413</td><td>8,167</td></tr><tr><td>Total revenues (2)</td><td>22,933</td><td>22,336</td><td>29,327</td><td>29,159</td></tr><tr><td>Income before tax</td><td>661</td><td>1,353</td><td>1,918</td><td>916</td></tr><tr><td>Net income</td><td>674</td><td>1,151</td><td>1,582</td><td>872</td></tr><tr><td>Earnings and dividend per share (3)</td><td></td><td></td><td></td><td></td></tr><tr><td>Basic earnings per common share</td><td>0.23</td><td>0.50</td><td>0.69</td><td>(0.06)</td></tr><tr><td>Basic earnings per common share B</td><td>0.01</td><td>-</td><td>-</td><td>-</td></tr><tr><td>Diluted earnings per common share</td><td>0.23</td><td>0.50</td><td>0.69</td><td>(0.06)</td></tr><tr><td>Diluted earnings per common share B</td><td>0.01</td><td>-</td><td>-</td><td>-</td></tr><tr><td>Dividend per common share</td><td>0.11</td><td>0.10</td><td>0.21</td><td>0.10</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td colspan="4">(in thousands)</td></tr><tr><td><b>Number of common shares:</b></td><td><b>B (4)</b></td><td><b>A</b></td><td></td><td></td></tr><tr><td>Balance at 1 January</td><td>-</td><td>1,972,030</td><td>1,909,654</td><td>1,909,654</td></tr><tr><td>Issuances</td><td>579,005</td><td>120,713</td><td>-</td><td>-</td></tr><tr><td>Stock dividends</td><td>-</td><td>38,716</td><td>33,203</td><td>62,376</td></tr><tr><td>Share withdrawal</td><td>-</td><td>-</td><td>-</td><td>-</td></tr><tr><td>Balance at end of period</td><td>579,005</td><td>2,131,459</td><td>1,942,857</td><td>1,972,030</td></tr></table> <p>(1) Amounts for 9 months ended 30 September 2012 and the year ended 31 December 2012 have been restated for changes in accounting policies.</p> <p>(2) In accordance with IFRS, the receipts related to investment-type annuity products and investment contracts are not reported as revenue.</p>						As of and for the nine months ended 30 September		As of and for the year ended 31 December			2013	2012 (1)	2012 (1)	2011		(in millions EUR, except per share amounts)				<b>Consolidated income statement information:</b>					Amounts based upon IFRS					Premium income	15,547	14,468	19,049	19,521	Investment income	5,938	6,492	8,413	8,167	Total revenues (2)	22,933	22,336	29,327	29,159	Income before tax	661	1,353	1,918	916	Net income	674	1,151	1,582	872	Earnings and dividend per share (3)					Basic earnings per common share	0.23	0.50	0.69	(0.06)	Basic earnings per common share B	0.01	-	-	-	Diluted earnings per common share	0.23	0.50	0.69	(0.06)	Diluted earnings per common share B	0.01	-	-	-	Dividend per common share	0.11	0.10	0.21	0.10							(in thousands)				<b>Number of common shares:</b>	<b>B (4)</b>	<b>A</b>			Balance at 1 January	-	1,972,030	1,909,654	1,909,654	Issuances	579,005	120,713	-	-	Stock dividends	-	38,716	33,203	62,376	Share withdrawal	-	-	-	-	Balance at end of period	579,005	2,131,459	1,942,857	1,972,030
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- (3) Per share data has been calculated based on the weighted average number of common shares outstanding after giving effect to all stock dividends, stock splits and share repurchases. Diluted per share data gives effect to all dilutive securities.
- (4) Per May 2013 the share capital of Aegon consists of Commons Shares A and Common Shares B.

### ***Statement of Financial Position***

The table below sets out summary information extracted from the Issuer's audited statement of financial position as at 31 December 2012 and 31 December 2011 and from the Issuer's unaudited statement of financial position as at 30 September 2013:

	As of 30 September	As of and for the year ended 31 December	
	2013	2012 (1)	2011
	(in millions EUR)		
<b>Consolidated statement of financial position information:</b>			
Amounts based upon IFRS			
Investments	298,584	297,989	286,608
Derivatives	14,455	21,134	15,504
Other assets	41,255	45,761	43,465
<b>Total assets</b>	<b>354,294</b>	<b>364,884</b>	<b>345,577</b>
Insurance and investment contracts	293,274	294,410	270,880
Trust pass-through securities and (subordinated) borrowings (2)	12,355	13,939	10,040
Other liabilities	23,329	28,016	38,923
<b>Total liabilities</b>	<b>328,958</b>	<b>336,365</b>	<b>319,843</b>
Shareholders' equity	20,332	23,488	21,000
Other equity instruments	4,996	5,018	4,720
Non-controlling interests	8	13	14
<b>Group equity</b>	<b>25,336</b>	<b>28,519</b>	<b>25,734</b>

(1) Amounts for the year ended 31 December 2012 have been restated for changes in accounting policies.

(2) Excludes bank overdrafts.

### ***Statements of no significant or material adverse change***

There has been no material adverse change in the financial position or prospects of Aegon since 31 December 2012.

There has been no material adverse change in the financial position or prospects of AFC since 31 December 2012.

<b>B.8</b>	Pro-forma financial information	Not applicable. There is no pro forma information.
<b>B.9</b>	Profit forecast or estimate	Not Applicable. There is no profit forecast or estimate.
<b>B.10</b>	Audit report qualifications	Not Applicable. There are no qualifications in the audit report on the historical financial information.
<b>B.13</b>	Events impacting the Issuers' solvency	Not Applicable. There are no recent events particular to the Issuers which are to a material extent relevant to the evaluation of the Issuers' solvency.
<b>B.14</b>	Dependence upon other group entities	Aegon is a holding company. Aegon's businesses and operation are conducted through operating subsidiaries.

<b>B.17</b>	Solicited credit ratings	<p>One or more independent credit rating agencies may assign credit ratings to the Instruments as specified in the applicable Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.</p> <p><b>Issue specific summary:</b></p> <p>[The [Notes/Capital Securities] [have been/are expected to be] rated [<i>specify rating(s) of Tranche being issued</i>] by [<i>specify rating agent(s)</i>].]</p> <p>[Not Applicable - No ratings have been assigned to the [Notes/Capital Securities] at the request of or with the co-operation of the Issuer in the rating process.]</p>
<b>B.18</b>	Description of the Guarantee	<p>If AFC issues any Notes, Aegon will fully and unconditionally guarantee the due and punctual payment of the principal of, any premium and any interest on those Notes, when and as these payments become due and payable, whether at maturity, upon redemption or declaration of acceleration, or otherwise. Such Notes, including Notes issued under the Base Prospectus dated 17 December 2013, are the subject of a guarantee dated 2 September 2008, (as amended, supplemented or replaced from time to time, the <b>Guarantee</b>), entered into by Aegon as guarantor.</p>
<b>B.19</b>	Information about the Guarantor	<p>Because Aegon is both an Issuer and a Guarantor under this Programme, refer to the information relating to Aegon as set out in Elements B.2 to B. 17 above.</p>

### Section C – Securities

Element	Title	
<b>C.1</b>	Description of the Instruments/ISIN	<p>The Instruments described in this section are debt securities with a denomination of less than €100,000 (or its equivalent in any other currency).</p> <p>The International Securities Identification Number (<b>ISIN</b>) uniquely identifies each Series of Notes.</p> <p><b>Issue specific summary:</b></p> <p>The [Notes/Capital Securities] are [£/€/U.S.\$/other] ● [● per cent./Floating Rate/Zero Coupon] [Guaranteed] Notes due ●.</p> <p>International Securities Identification Number (<b>ISIN</b>): ●</p>
<b>C.2</b>	Currency	<p>The currency of each Series of Instruments issued will be agreed between the Issuer and the relevant Dealer at the time</p>

		<p>of issue.</p> <p><b>Issue specific summary:</b></p> <p>The currency of this Series of [Notes/Capital Securities] is [Pounds Sterling (£)/Euro (€)/U.S. dollars (U.S.\$)/Other (●)].</p>
<b>C.3</b>	Number of shares/par value	<p>As of 29 May 2013, Aegon's total authorized share capital consists of 9,000,000,000 common shares, consisting of 6,000,000,000 common shares with a par value EUR 0.12 per share, and 3,000,000,000 common shares B, also with a par value EUR 0.12 per share.</p> <p>AFC's authorized share capital consists of 2,000 common shares at USD 0.01 par value per share..</p>
<b>C.5</b>	Transferability	The Instruments are freely transferrable.
<b>C.7</b>	Dividend policy	All shares have dividend rights except for those shares (if any) held by Aegon as treasury stock. Dividends which have not been claimed within five years lapse to Aegon. Preferred shares are entitled to a preferred dividend on the paid-in amount, restricted to the fixed rate set by the European Central Bank for basic refinancing transactions plus 1.75%. No additional dividend is paid on the preferred shares and the remaining profit is available for distribution to the holders of common shares
<b>C.8</b>	Conditions of the Notes and Capital Securities	<p>The Instruments issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b>Status</b></p> <p>The Instruments may be issued on either a senior or a subordinated basis. Instruments issued on a senior basis will constitute direct, unconditional, unsubordinated and (subject to the provisions of each Issuer's negative pledge below) unsecured obligations of the relevant Issuer and will rank <i>pari passu</i> among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations, if any) of the relevant Issuer, from time to time outstanding.</p> <p><b>Issue specific summary:</b></p> <p>This Series of [Notes/Capital Securities] is issued on a [senior/subordinated] basis.]</p> <p><b>Taxation</b></p> <p>All payments in respect of the Instruments will be made without deduction for or on account of withholding taxes imposed by The Netherlands or the United States. In the event that any such deduction is made, the Issuer or the Guarantor (if payment is made under the Guarantee) will, save in certain</p>

		<p>limited circumstances, be required to pay additional amounts to cover the amounts so deducted.</p> <p><b><i>Negative pledge</i></b></p> <p>The terms of the Notes (but not the terms of the Capital Securities) will contain a negative pledge provision which, subject to certain exceptions, prohibits each Issuer and the Guarantor from securing upon any of the present or future assets or revenues of each Issuer and the Guarantor or any of their Subsidiaries, unless they, simultaneously with or prior to the creation of such security, take any and all action necessary to procure that the same security (or other security acceptable to the Holders of Notes) is accorded to the Holders of Notes (other than Holders of Subordinated Notes).</p> <p><b><i>Meetings</i></b></p> <p>The conditions of the Instruments will contain provisions for calling meetings of holders of such Instruments 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.</p> <p><b><i>Governing law</i></b></p> <p>Dutch law.</p>
C.9	Interest/Redemption	<p><b><i>Interest</i></b></p> <p>Instruments may be interest-bearing or non-interest bearing. Interest-bearing Instruments will either bear interest payable at a fixed rate or a floating rate. In each case, the interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer at the time of issue of the Instruments, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms. In addition, the interest rate and yield in respect of Instruments bearing interest at a fixed rate will also be so agreed, specified and summarised.</p> <p>Floating rates of interest will be calculated by reference to a reference rate (such as, but not limited to, LIBOR or EURIBOR). The reference rate and the manner in which the floating rate of interest will be calculated using the reference rate (including any margin over or below the reference rate) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Instruments, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p>Instruments which do not bear any interest will be offered and sold at a discount to their nominal amount. The terms applicable to each Series of such Instruments will be agreed</p>

		<p>between the Issuer and the relevant Dealer at the time of issue of the relevant Instruments, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p><b><i>Issue Specific Summary:</i></b></p> <p><b><i>Interest</i></b></p> <p>[The [Notes/Capital Securities] bear interest at the fixed rate of ● per cent. per annum. The yield of the [Notes/Capital Securities] is ● per cent. Interest will be paid [annually] in arrear on ● in each year.]</p> <p>[The [Notes/Capital Securities] bear interest at floating rates calculated by reference to [<i>specify reference rate</i>] [plus/minus] a margin of ● per cent. Interest will be paid [semi-annually] in arrear on ● and ● in each year, subject to adjustment for non-business days.]</p> <p>[The [Notes/Capital Securities] do not bear any interest.]</p> <p><b><i>Redemption</i></b></p> <p><i>(a) Notes issued by Aegon or AFC</i></p> <p>The terms under which Notes may be redeemed (including the maturity date and the price at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Instruments, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p><i>(b) Capital Securities issued by Aegon</i></p> <p>Capital Securities issued by Aegon under this Programme are perpetual securities in respect of which there are, no fixed redemption date, subject to certain exceptions including the exercise by the Aegon of the Issuer's call option, redemption due to taxation or redemption or conversion for regulatory purposes.</p> <p><b><i>Issue Specific Summary:</i></b></p> <p><b><i>Redemption</i></b></p> <p>Subject to any purchase and cancellation or early redemption, the [Notes/Capital Securities] will be redeemed on ● at [100] per cent. of their nominal amount. The [Notes/Capital Securities] may be redeemed early for tax reasons [<i>or specify other</i>] at [<i>specify the early redemption price</i>].</p> <p><b><i>Representative of holders</i></b></p>
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		<p>(a) <i>Notes issued by Aegon or AFC</i></p> <p>Not Applicable. Holder of Notes will not be represented by any third party.</p> <p>(b) <i>Capital Securities issued by Aegon</i></p> <p>The Issuer has appointed Amsterdamsch Trustee's Kantoor B.V. to act as trustee for the holders of Capital Securities. The trustee may, without the consent of any holders and without regard to the interests of particular holders, agree to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Capital Securities.</p>
<b>C.10</b>	Derivative component	The Notes and the Capital Securities are not derivative securities.
<b>C.11</b>	Listing	<p>The Instruments may be issued on an unlisted basis or may be listed on NYSE Euronext in Amsterdam (or on any other stock exchange as may be agreed between the relevant Issuer and the relevant Dealer).</p> <p><b><i>Issue Specific Summary:</i></b></p> <p>The [Notes/Capital Securities] will be listed on [NYSE Euronext in Amsterdam /specify another stock exchange agreed between the relevant Issuer and the relevant Dealer.]</p> <p>[The [Notes/Capital Securities] will not be listed on any stock exchange.]</p>

#### Section D – Risks

Element	Title	
<b>D.1</b>	Key risks regarding the Issuers and the Guarantor	<p>In purchasing the Instruments, investors assume the risk that an Issuer and (in respect of Instruments issued by AFC) the Guarantor, may become insolvent or otherwise be unable to make all payments due in respect of the Instruments. There is a wide range of factors which individually or together could result in an Issuer and (in respect of Instruments issued by AFC) the Guarantor, becoming unable to make all payments due in respect of the Instruments. It is not possible to identify all such factors or to determine which factors are most likely to occur, as an Issuer and (in respect of Instruments issued by AFC) the Guarantor, may not be aware of all relevant factors and certain factors which they currently deem not to be material may become material as a result of the occurrence of events outside the relevant Issuer and (in respect of Instruments issued by AFC) the Guarantor's, control. The Issuers and the Guarantor have identified in this Base Prospectus and in the Registration Document dated 14 August</p>

		<p>2013 (which has been published prior to the date of this Prospectus and has been approved by the AFM in its capacity of competent authority under the Wft) a number of factors which could materially adversely affect their businesses and ability to make payments due under the Instruments. These factors include:</p> <p>(A) Aegon:</p> <p>Disruptions in the global financial markets and general economic conditions have affected and continue to affect, and could have material adverse effects on, Aegon's business, results of operations and financial condition.</p> <p>Defaults in Aegon's debt securities, private placements and mortgage loan portfolios held in Aegon's general account or failure of certain counterparties may adversely affect profitability and shareholders' equity.</p> <p>Interest rate volatility or sustained low interest rate levels may adversely affect Aegon's profitability and shareholders' equity.</p> <p>Fluctuations in currency exchange rates may affect Aegon's reported results of operations.</p> <p>The possible abandonment of the euro currency by one or more members of the European Monetary Union may affect Aegon's results of operations in the future.</p> <p>Differences between actual claims experience and underwriting and reserve assumptions may require liabilities to be increased.</p> <p>Valuation of Aegon's investments, allowances and impairments is subjective and discrepant valuations may adversely affect Aegon's results of operations and financial condition.</p> <p>Aegon may be required to increase its statutory reserves and/or hold higher amounts of statutory capital for certain of its products which will decrease Aegon's returns on these products unless Aegon increases its prices.</p> <p>Legal and arbitration proceedings and regulatory investigations and actions may adversely affect Aegon's business, results of operations and financial position.</p> <p>State statutes and regulators may limit the aggregate amount of dividends payable by subsidiaries of Aegon, thereby limiting Aegon's ability to make payments on debt obligations.</p> <p>Competitive factors may adversely affect Aegon's market share.</p>
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		<p>Reinsurance may not be available, affordable or adequate to protect Aegon against losses.</p> <p>Aegon regularly develops new financial products to remain competitive in its markets and to meet the expectations of its clients. If clients do not achieve expected returns on those products, Aegon may be confronted with legal claims, pressure groups and negative publicity.</p> <p>(B) AFC:</p> <p>AFC is an indirect wholly owned subsidiary of Aegon. If AFC issues any Notes, Aegon will fully and unconditionally guarantee the due and punctual payment of the principal of, any premium and any interest on those debt securities, when and as these payments become due and payable, whether at maturity, upon redemption or declaration of acceleration, or otherwise. All risk factors regarding Aegon equally apply to AFC.</p> <p><b>Guarantor:</b></p> <p>Because Aegon is both an Issuer and a Guarantor under this Programme, refer to the information relating to Aegon as set out under the heading "Aegon" above.</p>
<b>D.3</b>	Key risks regarding the Instruments	<p>There are also risks associated with particular issues of Instruments. These include a range of market risks (including that there may be no or only a limited secondary market in the Instruments, that the value of an investor's investment may be adversely affected by exchange rate movements where the Instruments are not denominated in the investor's own currency, that changes in interest rates will affect the value of the Instruments which bear interest at a fixed rate, that any credit rating assigned to Instruments may not adequately reflect all the risks associated with an investment in such Instruments, the absence of a prior market for the Instruments and legal investment considerations may restrict certain investments), that the Instruments may not be a suitable investment for all investors, that the holder may not receive payment of the full amounts due in respect of Instruments as a result of amounts being withheld by the Issuers in order to comply with applicable law and that investors who purchase bearer Instruments issued by Aegon denominations that are not an integral multiple of the specified denomination may be adversely affected if those definitive bearer Instruments are subsequently required to be issued.</p>

#### Section E – Offer

Element	Title	
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<b>E.2b</b>	Use of proceeds	The net proceeds of the issue of each Tranche of Instruments will be used by the relevant Issuer for general corporate purposes.
<b>E.3</b>	Terms and conditions of the offer	<p>The terms and conditions of each Series of Instruments will be determined by agreement between the Issuer and the relevant Dealers at the time of issue, specified in the applicable Final Terms and summarised in the relevant issue specific summary annexed to the applicable Final Terms.</p> <p><b>Issue specific summary:</b></p> <p>[Not Applicable - the [Notes/Capital Securities] are issued in denominations of at least €100,000 (or its equivalent in any other currency.)]</p> <p>[This issue of [Notes/Capital Securities] is being offered in a Non-Exempt Offer in [<i>specify particular country/ies</i>]].</p> <p>The issue price of the [Notes/Capital Securities] is ● per cent. of their nominal amount.</p> <p>[Summarise any public offer, copying the language from paragraph 10 (Notes)/9 (Capital Securities) of Part B of the Final Terms.]</p>
<b>E.4</b>	Interest of natural and legal persons involved in the issue/offer	<p>The relevant Dealers may be paid fees in relation to any issue of Instruments under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuers and the Guarantor and their affiliates in the ordinary course of business.</p> <p><b>Issue specific summary:</b></p> <p>[Other than as mentioned above,[ and save for ●,] so far as the Issuer is aware, no person involved in the issue of the [Notes/Capital Securities] has an interest material to the offer, including conflicting interests.]</p>
<b>E.7</b>	Expenses charged to the investor by the Issuer or an offeror	<p>It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of Instruments under the Programme. Other Offerors (as defined above) may, however, charge expenses to investors. Such expenses (if any) will be determined on a case by case basis.</p> <p><b>Issue specific summary:</b></p> <p>[No expenses are being charged to an investor by the Issuer. [For this specific issue, however, expenses may be charged by an Offeror (as defined above) in the range between ● per cent. and ● per cent. of the nominal amount of the [Notes/Capital Securities] to be purchased by the relevant investor.]]</p>

## **RISK FACTORS**

*Each of the Issuers believes that the factors described below and the risk factors contained in the Registration Document (as defined below) represent the principal risks inherent in investing in Instruments issued under the Programme, but the inability of the relevant Issuer to pay interest, principal or other amounts on or in connection with any Instruments may occur for other reasons and the relevant Issuer does not represent that the statements below and the risk factors contained in the Registration Document regarding the risks of holding any Instruments are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and the Registration Document and reach their own views prior to making any investment decision. Capitalised terms which are not defined below will have the meaning set out in the Terms & Conditions of the Notes and the Capital Securities.*

### **FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH INSTRUMENTS ISSUED UNDER THE PROGRAMME**

#### **Risks related to the structure of a particular issue of Instruments**

A wide range of Instruments may be issued under the Programme. A number of these Instruments may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

***If the Issuers have the right to redeem any Instruments at their option, this may limit the market value of the Instruments concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.***

An optional redemption feature of Instruments is likely to limit their market value. During any period when an Issuer may elect to redeem Instruments, the market value of those Instruments generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

An Issuer may be expected to redeem Instruments when its cost of borrowing is lower than the interest rate on the Instruments. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Instruments 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.

***If the Issuers have the right to convert the interest rate on any Instruments from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Instruments concerned.***

Fixed/Floating Rate Instruments may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. An Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Instruments since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If an Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Instruments may be less favourable than then prevailing spreads on comparable Floating Rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If an Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Instruments.

***Instruments issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates.***

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

**Risks related to Subordinated Notes (which are only issued by Aegon)**

***An investor in Subordinated Notes assumes an enhanced risk of loss in the event of Aegon's insolvency***

Aegon's obligations under Subordinated Notes will be unsecured and subordinated and will rank *pari passu* among themselves. In the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of Aegon, the payment obligations of Aegon under the Subordinated Notes shall rank in right of payment after unsubordinated unsecured creditors of Aegon, and any set-off by holders of a Subordinated Note shall be excluded until all of Aegon's obligations vis-à-vis its unsubordinated unsecured creditors have been satisfied, but at least *pari passu* with all other subordinated obligations of Aegon that are not expressed by their terms to rank junior to the Subordinated Notes, and in priority to the claims of shareholders of Aegon. Therefore, although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should Aegon become insolvent.

***Under certain conditions, interest payments under Subordinated Notes must be deferred and in other circumstances, interest payments under Subordinated Notes may be deferred at Aegon's election.***

See further Condition 5D (Deferral of Interest on Subordinated Notes) of the Terms and Conditions of the Notes. Any deferral of interest payments will likely have an adverse effect on the market price of the Subordinated Notes. In addition, as a result of the interest deferral provision of the Subordinated Notes the market price of the Subordinated Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such deferrals and may be more sensitive generally to adverse changes in Aegon's financial condition.

***Redemption of Subordinated Notes may be subject to prior consent from the Relevant Supervisory Authority and absent such consent, redemption may be deferred.***

Redemption of Subordinated Notes may be subject to prior consent from the Relevant Supervisory Authority and such redemption may be deferred in the absence of such consent. Upon the occurrence of certain specified events, the Subordinated Notes may be redeemed at their principal amount or such other amount as set out in the Terms and Conditions of the Notes and the Final Terms or they may be converted, exchanged or substituted or their terms may be varied as provided in Condition 6 (Redemption and Purchase) of the Terms and Conditions of the Notes.

**Risks related to Capital Securities (which are only issued by Aegon)**

***Subject to certain conditions, Payments on the Capital Securities may be deferred at Aegon's discretion.***

Aegon may at its discretion elect to defer any Payment (such term does not include principal) on the Capital Securities for any period of time subject to suspension of payments of dividend on its Common Shares. This means that holders of the Capital Securities would not receive any payment thereon at the scheduled payment date. Any payment deferred pursuant to Aegon's optional right to defer will bear interest at the Applicable Coupon Rate. See more particularly described in 'Terms and Conditions of the Capital Securities' under 4, Deferrals - (c) 'Optional Deferral of Payments' below.

***Prior to Aegon becoming subject to Capital Adequacy Regulations, it must defer Payments on the Capital Securities in certain limited circumstances.***

If Aegon determines that it is not Solvent or that payment of a Payment (such term does not include principal) on the Capital Securities will result in Aegon becoming not Solvent, then Aegon will defer further Payments on the Capital Securities for any period of time subject to suspension of payments of dividend on its Common Shares or Aegon becoming Solvent again. This means that Holders of the Capital Securities would not receive any payment thereon at the scheduled payment date. Any Payments so deferred will not accrue interest. See more particularly described in 'Terms and Conditions of the Capital Securities' under 4, Deferrals – (a) 'Required Deferral of Payments prior to Aegon becoming subject to Capital Adequacy Regulations' below.

***After Aegon has become subject to Capital Adequacy Regulations and whilst a Regulatory Event has occurred and is continuing, it must defer further Payments on the Capital Securities.***

Upon the occurrence of a Regulatory Event and during the period such Regulatory Event is continuing, Aegon will defer further Payments (such term does not include principal) on the Capital Securities for any period of time subject to suspension of payments of dividend on its Common Shares or Aegon no longer being subject to a Regulatory Event. This means that Holders of the Capital Securities would not receive any payment thereon at the scheduled payment date. Any Payments so deferred will not accrue interest. See more particularly described in 'Terms and Conditions of the Capital Securities' under 4, Deferrals – (b) 'Required Deferral of Payments after Aegon has become subject to Capital Adequacy Regulations' below.

***The Capital Securities are perpetual securities and Aegon is under not an obligation to redeem them at any particular point in time.***

Aegon is under no obligation to redeem the Capital Securities at any time and the Holders have no right to call for their redemption. Therefore, potential investors in the Capital Securities may be required to bear the financial risk of an investment in such Capital Securities for an indefinite period of time.

***An investor in Capital Securities assumes an enhanced risk of loss in the event of Aegon's insolvency.***

The Capital Securities constitute direct, unsecured, subordinated securities of Aegon and rank *pari passu* without any preference among themselves. The rights and claims of the Holders under the Capital Securities are subordinated to the claims of present and future creditors of Aegon (i) who are unsubordinated creditors of Aegon, or (ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of Aegon or otherwise) to the claims of unsubordinated creditors of Aegon but not further or otherwise, or (iii) who are subordinated creditors of Aegon other than those whose claims are, or are expressed to rank, *pari passu* with the claims of the Holders. On a bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of Aegon the Capital Securities will rank in priority to distributions on all classes of share capital of Aegon and will rank *pari passu*, without any preference among themselves, with Parity Securities, but will be subordinated in right of payment to the claims of present and future creditors of Aegon (i) who are unsubordinated creditors of Aegon, or (ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of Aegon or otherwise) to the claims of unsubordinated creditors of Aegon but not further or otherwise, or (iii) who are subordinated creditors of Aegon other than (x) those whose claims are, or are expressed to rank, *pari passu* with the claims of the Holders (including, but not limited to, Parity Securities) and (y) those whose claims relate to Junior Securities. As a result, Capital Securities may only be repaid once all of Aegon's creditors (including subordinated creditors whose claims rank before the Capital Securities) have been repaid in full.

The Capital Securities are exclusive obligations of Aegon. Aegon is a holding company and conducts substantially all of its operations through its subsidiaries which own substantially all of its operating assets. Its subsidiaries are separate and distinct legal entities, and have no obligation to pay any amounts due or to

provide Aegon with funds to meet any payment obligations that arise thereunder. Aegon's right to receive any assets of any of its subsidiaries, as an equity holder of such subsidiaries, upon their liquidation or reorganization, and therefore the right of the holders of Capital Securities to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including obligations to policyholders.

In this paragraph:

**Parity Securities** means, in respect of the Issuer, any securities which rank *pari passu* with the Capital Securities as regards distributions on a return of assets on a bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of the Issuer or in respect of distribution or payment of any amounts thereunder by the Issuer.

***Aegon is subject to capital adequacy rules relating to financial conglomerates and may be subject to further supervisory and regulatory laws and regulations in the future.***

In October 2009, the Aegon Group was identified by the Dutch Central Bank as a financial conglomerate in the meaning of EC Directive 2002/87/EC. According to the relevant provisions of the Dutch Financial Supervision Act that implements EC Directive 2002/87/EC into Dutch legislation, Aegon is required to comply, on a consolidated or aggregated basis, with rules with respect to capital adequacy of the conglomerate. Apart from these rules, Aegon is currently not subject to regulation and laws which would require it to maintain minimum required levels of a solvency margin and/or a capital adequacy ratio. It is expected that Aegon will in the future become subject to supervisory or regulatory laws on the basis whereof it will be required to maintain minimum required levels of a solvency margin/and or a capital adequacy ratio. The scope and impact of such possible future supervisory or regulatory laws and regulations is not yet clear and any such future supervisory or regulatory laws and regulations may have a material effect on the business, financial condition and results of operations of Aegon and the risks of Payments under the Capital Securities being deferred.

***Aegon may redeem the Capital Securities on the occurrence of certain specified tax or regulatory events or by exercising an issuer's call, and the Holders of Capital Securities may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.***

Upon the occurrence of certain specified tax or regulatory events, or the exercise of an issuer call, the Capital Securities may be redeemed at their principal amount together with any Outstanding Payments (as defined in 'Terms and Conditions of the Capital Securities' under 19. Definitions), subject as provided in 'Terms and Conditions of the Capital Securities' under 7, 'Redemption and Purchases'. If the Issuer calls and redeems the Capital Securities in any of the circumstances mentioned above, the Holders of Capital Securities may only be able to reinvest the redemption proceeds in securities with a lower yield.

***There is no limitation on the amount of debt or securities which Aegon may issue and the issue of further debt or securities may reduce the amount recoverable by Holders on a winding up of Aegon.***

There is no restriction on the amount of debt or securities which Aegon may issue which ranks senior to the Capital Securities or on the amount of securities which Aegon may issue which ranks *pari passu* with the Capital Securities. The issue of any such debt or securities may reduce the amount recoverable by Holders on a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of Aegon and may increase the likelihood of a deferral of Payments under the Capital Securities.

***Aegon may use the Alternative Coupon Satisfaction Mechanism to satisfy Deferred Coupon Payments but this is subject to caps.***

Aegon may satisfy Deferred Coupon Payments only by means of issuing Payment Capital Securities in accordance with Condition 6. The ability of Aegon to satisfy Deferred Coupon Payments by means of issuing Payment Capital Securities is subject to a cap on the issue of such Payment Capital Securities, as referred to in Condition 6(f). As a result of the existence of such caps, Aegon may not be able to satisfy a Deferred Coupon Payment within the relevant Alternative Coupon Satisfaction Mechanism Period as referred to in Condition 6(g). Any Deferred Coupon Payments not satisfied shall not be cancelled but remain outstanding and shall only become due and payable at redemption or in a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer. Therefore, preceding redemption or winding-up the Holders of the Capital Securities will have no claim in respect of such unsettled Deferred Coupon Payment.

***If the Alternative Coupon Satisfaction Mechanism is applied, Payments to Holders may be deferred on the occurrence and continuation of a Market Disruption Event in respect of Aegon's Common Shares.***

If, in the event the Alternative Coupon Satisfaction Mechanism is applied (which is mandatory if it concerns Deferred Coupon Payments and which Aegon may elect to do in other cases), in the opinion of Aegon a Market Disruption Event in respect of its Common Shares exists, the payment to Holders may be deferred until the cessation of such market disruption, as more particularly described in 'Terms and Conditions of the Capital Securities' under 6. Alternative Coupon Satisfaction Mechanism – (e) 'Market Disruption'. Any such deferred payments shall bear interest at the Applicable Coupon Rate if the Market Disruption Event continues for 14 days or more. As a result of a Market Disruption Event payment to Holders may not be effected in time.

***The remedies available to Holders of Capital Securities and the Trustee for recovery of amounts owing in respect of any Payment or principal in respect of the Capital Securities are limited.***

The sole remedy against Aegon available to the Trustee or any Holder for recovery of amounts owing in respect of any Payment or principal in respect of the Capital Securities will be the institution of proceedings for the bankruptcy (*faillissement*) of Aegon and/or proving in such bankruptcy (*faillissement*). Although there is some doubt under Dutch law whether a trustee, such as the Trustee, would be permitted to commence a bankruptcy proceeding in the Netherlands, any Holder of the Capital Securities with a due and payable claim would be permitted to commence such proceedings in accordance with Dutch bankruptcy law. Apart from the institution of proceedings for the bankruptcy (*faillissement*) of Aegon and/or proving in such bankruptcy (*faillissement*) there are no other remedies available to any Holder to recover amounts owing in respect of any Payment or principal in respect of the Capital Securities.

***Holders of Capital Securities may be restricted from exercising or claiming any right of set-off in respect of amounts owed to them under or in connection with the Capital Securities.***

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by Aegon arising under or in connection with the Capital Securities and each Holder shall, by virtue of being the holder of any Capital Security, be deemed to have waived all such rights of set-off. By waiving any rights of set-off, any reliance on set-off is excluded.

**Risks related to Capital Securities and Subordinated Notes (which are only issued by Aegon)**

***Payments made under some more junior or equally ranking instruments will not trigger an obligation on Aegon to make payments on the Capital Securities or Subordinated Notes***

If the Issuer has deferred payments in accordance with the 'Terms and Conditions of the Capital Securities' under 4(a), (b) or (c), Aegon will only be required to make payments on the Capital Securities when it pays or distributes a dividend on its Common Shares.

Common Shares are defined in the terms and conditions of the Capital Securities as common shares of Aegon only and such definition does not include Preferred Shares, any tranche of subordinated debt of Aegon ranking junior to the Capital Securities (such debt, **Junior Debt Instruments**) or Parity Securities.

Currently, there are a number of Parity Securities outstanding. Although Aegon has no outstanding issues of Preferred Shares or Junior Debt Instruments, it may decide to issue Preferred Shares or Junior Debt Instruments in the future. If issued by Aegon, Preferred Shares and Junior Debt Instruments will, like the Parity Securities, not be captured in the definition of “Common Shares”. As a result, Aegon will not be obliged pursuant to the ‘Terms and Conditions of the Capital Securities’ under 4(d) - ‘Dividend Pusher; Mandatory Payments’ or otherwise to make payments under the Capital Securities if Aegon decides to make payments on the Preferred Shares, the Junior Debt Instruments or the Parity Securities while payments on the Capital Securities are deferred pursuant to the ‘Terms and Conditions of the Capital Securities’ under 4(a), 4(b) or 4(c).

Investors in Subordinated Notes are subject to a similar risk as described above. Pursuant to Condition 5D(c) of the Terms and Conditions of the Notes, interest payments on the Subordinated Notes will become mandatorily due and payable on an Interest Payment Date if during a period of six months prior to such Interest Payment Date a dividend (or any distribution from reserves) was declared payable in respect of any common shares of Aegon in the general meeting of shareholders of Aegon or Aegon has repurchased or otherwise acquired any common shares in its own capital (subject to restrictions as defined in Condition 5D(c) of the Terms and Conditions of the Notes). Therefore, payments on any instruments more junior than the Subordinated Notes, including, but not limited to Preferred Shares, Capital Securities and any Junior Debt Instruments, but excluding the common shares of Aegon, will not be caught by this provision and Aegon will then not be obliged pursuant to the Terms and Conditions of the Notes to make payments on the Subordinated Notes.

Potential investors in the Capital Securities and the Subordinated Notes should therefore realise that holders of instruments ranking more junior than or *pari passu* with the Capital Securities and/or the Subordinated Notes may receive payments from Aegon in priority to the Holders of Capital Securities and/or Subordinated Noteholders, even though their claims rank junior to or *pari passu* with those of Holders of the Capital Securities and/or Subordinated Noteholders.

### **Risks related to Instruments generally**

Set out below is a brief description of certain risks relating to the Instruments generally:

***The Instruments may not be a suitable investment for all investors.***

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Instruments, the merits and risks of investing in the Instruments and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Instruments and the impact the Instruments will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Instruments, including Instruments with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

- (iv) understand thoroughly the terms of the Instruments and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) 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.

Some Instruments are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments 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 Instruments which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Instruments will perform under changing conditions, the resulting effects on the value of the Instruments and the impact this investment will have on the potential investor's overall investment portfolio.

***The Instruments may be subject to withholding taxes in circumstances where the relevant Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Instruments.***

#### *Withholding under the EU Savings Directive*

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **EU Savings Directive**), each member state of the European Union (**Member States**) are required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State or to certain limited types of entities established in that other Member State. However, for a transitional period, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries). A number of non-EU countries and territories including Switzerland have adopted similar measures (a withholding system in the case of Switzerland). In April 2013, the Luxembourg Government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the EU Savings Directive.

The European Commission has proposed certain amendments to the EU Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Issuer nor any Paying Agent (as defined in the Terms and Conditions of the Notes) nor any other person would be obliged to pay additional amounts with respect to any Instrument as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive.

#### *U.S. Foreign Account Tax Compliance Act Withholding*

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986 (**FATCA**) impose a new reporting regime and, potentially, a 30% withholding tax with respect to (i) certain payments from sources within the United States, (ii) "foreign passthru payments" made to certain non-U.S. financial institutions that do not comply with this new reporting regime, and (iii) payments to certain investors that do not provide identification information with respect to interests issued by a participating non-U.S. financial institution. Whilst the Instruments are in global form and held within the clearing systems, in all but the most remote circumstances, it is not expected that FATCA will affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to



receive payments free of FATCA withholding. It also may affect payment to any ultimate investor that is a financial institution that is not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose the custodians or intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. Each Issuer's obligations under the Instruments are discharged once such Issuer has paid the clearing systems and the Issuers have therefore no responsibility for any amount thereafter transmitted through the clearing systems and custodians or intermediaries. Prospective investors should refer to the section "*Taxation – U.S. Taxation in Relation To Instruments Held By Non-U.S. Holders – U.S. Foreign Account Tax Compliance Act*".

***Investors who purchase bearer Instruments (which are only issued by Aegon) in denominations that are not an integral multiple of the Specified Denomination may be adversely affected if definitive bearer Instruments are subsequently required to be issued.***

In relation to any issue of bearer Instruments by Aegon which have denominations consisting of a minimum Specified Denomination and one or more higher integral multiples of another smaller amount, it is possible that such Instruments may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a holder who, as a result of such trading, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive bearer Instrument in respect of such holding (should definitive bearer Instruments be printed) and would need to purchase a principal amount of Instruments such that its holding amounts to the minimum Specified Denomination.

If definitive Instruments are issued, holders should be aware that definitive Instruments which have a denomination which is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

## **FACTORS THAT MAY AFFECT THE ISSUERS' ABILITY TO FULFIL THEIR OBLIGATIONS UNDER INSTRUMENTS ISSUED UNDER THE PROGRAMME**

Each potential investor in the Instruments should refer to the Risk Factors section of the Registration Document for a description of those factors which may affect the Issuers' ability to fulfil their obligations under Instruments issued under the Programme. See "*Documents Incorporated by Reference*"

## **RISKS RELATED TO THE MARKET GENERALLY**

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

***An active secondary market in respect of the Instruments may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Instruments***

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments.

***If an investor holds Instruments which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holdings. In addition, the imposition of exchange controls in relation to any Instruments could result in an investor not receiving payments on those Instruments.***

The Issuers will pay principal and interest on the Instruments in the Specified Currency. 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 the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency 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 Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Instruments, (2) the Investor's Currency-equivalent value of the principal payable on the Instruments and (3) the Investor's Currency-equivalent market value of the Instruments.

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

***The value of Fixed Rate Instruments may be adversely affected by movements in the market interest rates.***

Investment in Fixed Rate Instruments involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Instruments.

***Credit ratings assigned to any Instruments may not affect all the risks associated with an investment in those Instruments.***

One or more independent credit rating agencies may assign credit ratings to the Instruments. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Instruments. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time. In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies will be disclosed in the Final Terms.

***Absence of prior public markets***

The Instruments constitute an issue of new securities by the Issuers. Prior to this issue, there will have been no public market for the Instruments. Although application may be made for Instruments to be listed on the London Stock Exchange and/or NYSE Euronext in Amsterdam there can be no assurance that an active public market for the Instruments will develop and, if such a market were to develop, the relevant Dealers are under no obligation to maintain such a market. The liquidity and the market prices for the Instruments can be expected to vary with changes in market and economic conditions, the financial condition and prospects of the relevant Issuer and other factors that generally influence the market prices of securities.

***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 (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

## IMPORTANT INFORMATION RELATING TO NON-EXEMPT OFFERS OF INSTRUMENTS

### Restrictions on Non-exempt offers of Instruments in Relevant Member States

Certain Tranches of Instruments with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Directive to publish a prospectus. Any such offer is referred to as a **Non-exempt Offer**. This Base Prospectus has been prepared on a basis that permits Non-exempt Offers of Instruments. However, any person making or intending to make a Non-exempt Offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (each a **Relevant Member State**) may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Directive, provided that the relevant Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)*" and the terms of that consent are complied with by the person (the **Offeror**) making the Non-exempt Offer of such Instruments.

Save as provided above, neither the Issuers nor any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Instruments in circumstances in which an obligation arises for the relevant Issuer or any Dealer to publish or supplement a prospectus for such offer.

### Consent given in accordance with Article 3.2 of the Prospectus Directive (Retail Cascades)

Any person (an **Investor**) intending to acquire or acquiring any Instruments from any Offeror other than the Issuers or a relevant Dealer should be aware that, in the context of a Non-exempt Offer of such Instruments, the relevant Issuer will be responsible to the Investor for this Base Prospectus under Article 6 of the Prospectus Directive only if such Issuer has consented to the use of this Base Prospectus by that Offeror to make the Non-exempt Offer to the Investor. None of the Issuers or any Dealer makes any representation as to the compliance by that Offeror with any applicable conduct of business rules or other applicable regulatory or securities law requirements in relation to any Non-exempt Offer and none of the Issuer or any Dealer has any responsibility or liability for the actions of that Offeror. **Save as provided below, neither the Issuers nor any Dealer has authorised the making of any Non-exempt Offer by any Offeror or consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Instruments. Any Non-exempt Offer made without the consent of the relevant Issuer is unauthorised and neither the relevant Issuer nor any Dealer accepts any responsibility or liability for the actions of the persons making any such unauthorised offer.**

In connection with each Tranche of Instruments, and provided that the applicable Final Terms specifies an Offer Period:

- (a) the relevant Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Instruments during the relevant Offer Period stated in the applicable Final Terms by the relevant Dealer and by:
  - (i) any financial intermediary named as an Offeror in the applicable Final Terms; and
  - (ii) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on Aegon's website (<http://www.aegon.com/en/Home/Investors/Managing-capital/Debt-Programs/>) and identified as an Offeror in respect of the relevant Non-exempt Offer;
- (b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the relevant Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented

as at the relevant time, if applicable) in connection with a Non-exempt Offer of Instruments during the relevant Offer Period stated in the applicable Final Terms by any financial intermediary which satisfies the following conditions:

- (i) it is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2004/39/EC); and
- (ii) it accepts the relevant Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets completed with the relevant information):

*"We, [insert legal name of financial intermediary], refer to the [insert title of relevant Notes/Capital Securities] (the [Notes/Capital Securities]) described in the Final Terms dated [insert date] (the **Final Terms**) published by [Aegon N.V./Aegon Funding Company LLC] (the **Issuer**). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the [Notes/Capital Securities] in accordance with and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus accordingly."*

**Any Offeror falling within sub-paragraph (b) above who meets all of the other conditions stated above and wishes to use this Base Prospectus in connection with a Non-exempt Offer is required, for the duration of the relevant Offer Period specified in the applicable Final Terms, to publish on its website that it is relying on this Base Prospectus for such Non-exempt Offer with the consent of the relevant Issuer.**

#### ***Common Conditions to Consent***

The conditions to the relevant Issuer's consent to the use of this Base Prospectus in the context of the relevant Non-exempt Offer are (in addition to the conditions described in paragraph (b) above if Part B of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

- (i) is only valid during the Offer Period specified in the applicable Final Terms;
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Instruments in the relevant Member States, as specified in the applicable Final Terms; and
- (iii) the consent is subject to any other conditions set out in Part B of the applicable Final Terms.

The consent referred to above relates to relevant Offer Periods falling within 12 months from the date of this Base Prospectus. The Issuers accept responsibility, in the jurisdictions to which the consent to use the Base Prospectus extends, for the content of this Base Prospectus in relation to any Investor who acquires any Instruments in a Non-exempt Offer made by any person to whom consent has been given to use this Base Prospectus in that connection in accordance with the preceding paragraph, provided that such Non-exempt Offer has been made in accordance with all the Conditions attached to that consent.

IN THE EVENT THAT AN INVESTOR INTENDS TO ACQUIRE OR IS ACQUIRING ANY INSTRUMENTS IN A NON-EXEMPT OFFER FROM AN OFFEROR OTHER THAN THE ISSUER OR ANY DEALER IT WILL DO SO, AND OFFERS AND SALES OF SUCH INSTRUMENTS TO AN INVESTOR BY SUCH OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE INSTRUMENTS CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN

SUCH INFORMATION. **THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION AND THE OFFEROR WILL BE RESPONSIBLE FOR SUCH INFORMATION.** NONE OF THE ISSUERS OR ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

## IMPORTANT INFORMATION

This Base Prospectus constitutes, when read together with the Registration Document (as defined below), a base prospectus for the purposes of Article 5.4 of the Prospectus Directive as amended (which includes the amendments made by the 2010 PD Amending Directive to the extent that such amendments have been implemented in a relevant Member State of the European Economic Area). This Base Prospectus is issued in replacement of a base prospectus dated 22 July 2011 and accordingly, supersedes that earlier base prospectus.

Each of the Issuers and the Guarantor accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge and belief of each of the Issuers and the Guarantor (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

The Dealers 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 Dealers as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by each of the Issuers and the Guarantor in connection with the Programme. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by each of the Issuers and the Guarantor in connection with the Programme.

No person is or has been authorised by either of the Issuers or the Guarantor to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Instruments and, if given or made, such information or representation must not be relied upon as having been authorised by either of the Issuers or the Guarantor or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Instruments should be considered as a recommendation by either of the Issuers, the Guarantor or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Instruments should purchase any Instruments. Each investor contemplating purchasing any Instruments should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of each Issuer and the Guarantor. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Instruments constitutes an offer or invitation by or on behalf of the Issuers, the Guarantor or any of the Dealers to any person to subscribe for or to purchase any Instruments.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Instruments shall in any circumstances imply that the information contained herein concerning each of the Issuers and the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuers or the Guarantor during the life of the Programme or to advise any investor in the Instruments of any information coming to their attention.

The Instruments have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) and are subject to U.S. tax law requirements. Subject to certain exceptions, Instruments may not be offered, sold or delivered within the United States or to U.S. persons (see "*Subscription and Sale*").

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Instruments in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Instruments may be restricted by law in certain jurisdictions. None of the Issuers, the Guarantor or the Dealers represent that this Base Prospectus may be lawfully distributed, or that any Instruments 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. Accordingly, no Instruments may be offered or sold, directly or indirectly, and neither this Base Prospectus nor 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 Base Prospectus or any Instruments may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Instruments. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Instruments in the United States, the European Economic Area (including the Netherlands, the United Kingdom and France ) and Japan, see "*Subscription and Sale*".

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Instruments in any Member State of the European Economic Area which has implemented the Prospectus Directive (2003/71/EC) (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Instruments. Accordingly any person making or intending to make an offer in that Relevant Member State of Instruments which are the subject of an offering contemplated in this Base Prospectus as completed by final terms in relation to the offer of those Instruments may only do so (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Directive, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any offer of Instruments in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

The maximum aggregate principal amount of Instruments outstanding at any one time under the Programme will not exceed USD 6,000,000,000 (and for this purpose, any Instruments denominated in another currency shall be translated into U.S. Dollars at the date of the agreement to issue such Instruments calculated in accordance with the provisions of the Dealership Agreement). The maximum aggregate principal amount of Instruments which may be outstanding at any one time under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Dealership Agreement as defined under "*Subscription and Sale*".

All references in this Base Prospectus to "USD" and "U.S. Dollars" are to the currency of the United States of America and all references herein to "EUR", "euro" and "€" are to the single currency of the European Union as introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF INSTRUMENTS UNDER THE PROGRAMME, THE DEALER OR DEALERS (IF ANY) NAMED IN THE RELEVANT FINAL TERMS AS THE STABILISING MANAGER(S) (OR ANY PERSON ACTING FOR THE STABILISING MANAGER(S)) MAY OVER-ALLOT INSTRUMENTS OR EFFECT TRANSACTIONS WITH A VIEW



TO SUPPORTING THE MARKET PRICE OF THE INSTRUMENTS AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL. HOWEVER, THERE IS NO ASSURANCE THAT THE STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF A STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF INSTRUMENTS IS MADE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF INSTRUMENTS AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF INSTRUMENTS. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISING MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.

## DOCUMENTS INCORPORATED BY REFERENCE

The Issuers' registration document dated 14 August 2013 (the **Registration Document**) prepared in accordance with Article 5(3) of the Prospectus Directive was published prior to the date of this Prospectus and has been approved by the AFM in its capacity as competent authority under the Wft.

Any Notes issued by AFC are guaranteed by Aegon as Guarantor. Such Notes, including Notes issued under this Base Prospectus, are the subject of a guarantee dated 2 September 2008, (as amended, supplemented or replaced from time to time, the **Guarantee**), entered into by the Guarantor.

The following documents which have previously been published and have been filed with the AFM shall be incorporated in, and form part of, this Base Prospectus:

- (a) the Registration Document
- (b) the Guarantee
- (c) The annual reports for the years ended 31 December 2010, 2011 and 2012 of Aegon as filed with the Chamber of Commerce and Industries for Haaglanden, The Hague, the Netherlands. The audited financial statements of Aegon for the years ended 31 December 2010, 2011 and 2012 form part of these annual reports.

[http://archive.corporatereporting.aegon.com/2010/annualreport/userfiles/pdf/all\\_downloads/Aegon\\_AnnualReport2010.pdf](http://archive.corporatereporting.aegon.com/2010/annualreport/userfiles/pdf/all_downloads/Aegon_AnnualReport2010.pdf)

<http://archive.corporatereporting.aegon.com/2011/review/userfiles/pdf/Aegon-Annual-Report-2011.pdf>

<http://corporatereporting.aegon.com/2012/userfiles/pdf-files/Aegon-Annual-Report-2012.pdf>

- (d) To the extent they apply to Capital Securities, Fixed Rate Notes, Floating Rate Notes and Zero Coupon Notes, the Terms and Conditions of the Instruments contained in previous Base Prospectuses in relation to the Programme dated 1 June 2006, pages 17 to 37 (inclusive) and 50 to 69 (inclusive); dated 2 July 2007, pages 19 to 43 (inclusive) and 75 to 95 (inclusive); dated 2 September 2008, pages 20 to 45 (inclusive) and 78 to 98 (inclusive); dated 8 July 2009, pages 21 to 46 (inclusive) and 77 to 97 (inclusive), dated 16 July 2010, pages 21 to 46 (inclusive) and 77 to 97 (inclusive) and dated 22 July 2011, pages 23 to 53 (inclusive) and 88 to 108 (inclusive), prepared by Aegon in connection with the Programme.<sup>1</sup> The non- incorporated parts are not relevant for a (potential) investor;
  - (e) Aegon's first quarter 2013 condensed consolidated interim financial statements, which are unaudited
- <http://www.aegon.com/Documents/aegon-com/Sitewide/Quarterly-results/2013-Q1/EN/2013-Q1-Interim-financial-statements.pdf>
- (g) Aegon's second quarter 2013 condensed consolidated interim financial statements, which are unaudited

<http://www.aegon.com/Documents/aegon-com/Sitewide/Quarterly-results/2013-Q2/EN/2013-Q2-Interim-financial-statements.pdf>

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<sup>1</sup> It may be necessary to use a drawdown prospectus for some issues of fungible notes.

[Q2/EN/2013-Q2-Interim-financial-statements.pdf](http://www.aegon.com/Documents/aegon-com/Sitewide/Quarterly-results/2013-Q2/EN/2013-Q2-Full-version-English.pdf)

- (h) Aegon's second quarter 2013 results as published on 8 May 2013, which are unaudited

<http://www.aegon.com/Documents/aegon-com/Sitewide/Quarterly-results/2013-Q2/EN/2013-Q2-Full-version-English.pdf>

- (e) Aegon's third quarter 2013 condensed consolidated interim financial statements, which are unaudited

<http://www.aegon.com/Documents/aegon-com/Sitewide/Quarterly-results/2013-Q3/EN/2013-Q3-Interim-financial-statements.pdf>

- (i) The Articles of Association (*statuten*) of Aegon as in force and effect on the date of this Base Prospectus

(<http://www.aegon.com/Documents/aegon-com/Governance/Governance-documents/Articles-of-Association-English.pdf> )

- (j) The limited liability company agreement (*articles of association*) of AFC as in force and effect on the date of this Base Prospectus

(<http://www.aegon.com/Documents/aegon-com/Governance/Governance-documents/AFC-Certificate-of-Incorporation.pdf>)

- (k) The charters of Aegon's audit committee and the compensation committee

(<http://www.aegon.com/Documents/aegon-com/Governance/Governance-documents/SB/Charter-Audit-Committee.pdf>, <http://www.aegon.com/Documents/aegon-com/Governance/Governance-documents/SB/Charter-Compensation-Committee.pdf>)

Copies of the documents incorporated by reference can be obtained from the registered office of Aegon at Aegonplein 50, 2591 TV The Hague, The Netherlands and on [www.aegon.com](http://www.aegon.com) (the investor section (Publication) and in the Media section Press releases) and are available for viewing during normal business hours at the registered office also.

Requests to inspect these documents during the life of this Base Prospectus can be made, free of charge, by writing or telephoning Aegon at:

Aegon Investor Relations

e-mail: [ir@aegon.com](mailto:ir@aegon.com)

P.O. Box 85

2501 CB The Hague

The Netherlands

Telephone number: +31 70 344 8305

Fax number: +31 70 344 8445

## TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions of the Notes which (subject to completion and minor amendment) will be applicable to each Series of Notes, provided that the relevant Final Terms in relation to any Notes may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such Notes:*

The Notes are issued in accordance with an amended and restated issue and paying agency agreement (the **Issue and Paying Agency Agreement**), which expression shall include any amendments or supplements thereto, dated 17 December 2013 and made between Aegon N.V. (**Aegon**), Aegon Funding Company LLC (**AFC**) (each an **Issuer**), Aegon N.V. as **Guarantor**, Citibank, N.A., London Branch in its capacities as fiscal agent (the **Fiscal Agent**, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and as principal registrar (the **Principal Registrar**, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such), The Bank of New York Mellon (Luxembourg) S.A. in its capacity as first alternative registrar (the **First Alternative Registrar**, which expression shall include any successor to The Bank of New York Mellon (Luxembourg) S.A. in its capacity as such), Citibank, N.A., New York Branch in its capacity as second alternative registrar (the **Second Alternative Registrar**, which expression shall include any successor to Citibank, N.A., New York Branch in its capacity as such) and the Paying Agents named therein (the **Paying Agents**, which expression shall include the Fiscal Agent and any substitute or additional Paying Agents appointed in accordance with the Issue and Paying Agency Agreement). Any Notes issued by AFC are guaranteed by Aegon as Guarantor. Such Notes are the subject of a guarantee dated 2 September 2008 (as amended, supplemented or replaced from time to time, the **Guarantee**) entered into by the Guarantor. Copies of the Issue and Paying Agency Agreement and the Guarantee are available for inspection at the specified office of each of the Paying Agents, the Principal Registrar, the First Alternative Registrar and the Second Alternative Registrar. All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement and the Guarantee insofar as they relate to the relevant Notes.

The Notes are issued in series (each, a **Series**), and each Series may comprise one or more tranches (**Tranches** and each, a **Tranche**) of Notes. Each Tranche will be the subject of the Final Terms (each, the Final Terms), a copy of which will, in the case of a Tranche in relation to which application has been made for admission to NYSE Euronext in Amsterdam be lodged with Euronext Amsterdam N.V. (**Euronext Amsterdam**) and will be available for inspection at the specified office of the Fiscal Agent or, as the case may be, the Registrar (as defined in Condition 2.2).

References in these Terms and Conditions to **Notes** are to Notes of the relevant Series and any references to **Coupons** are to Coupons relating to Notes of the relevant Series. Provisions between square brackets referring to the Guarantor and the Guarantee shall only apply to Notes issued by AFC.

### 1. FORM AND DENOMINATIONS

- 1.1 Notes issued by Aegon. are in bearer or registered form as specified in the relevant Final Terms.
- 1.2 Notes issued by AFC are (only) in registered form.

#### Form of Bearer Notes

- 1.3 Each Tranche of Notes issued by Aegon in bearer form (**Bearer Notes**) will be initially issued in the form of a temporary global note (a **Temporary Global Note**) which will:

- (i) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**);
- (ii) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to (i) a common depositary (the **Common Depositary**) for, Euroclear and Clearstream, Luxembourg, (ii) Nederlands Centraal Instituut voor giraal Effectenverkeer B.V. (**Euroclear Nederland**) and/or (iii) any other relevant clearing system, as the case may be.

1.4 In the case of an exchange for Notes in registered form (**Registered Notes**) at any time and without any requirement for certification, but otherwise on or after the date (the **Exchange Date**) which is 40 days after the completion of the distribution of the Notes of the relevant Tranche and provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received, interests in the Temporary Global Note may be exchanged for:

- (a) interests in a permanent global note (a **Permanent Global Note**) representing the Notes of that Tranche; or
- (b) if so specified in the relevant Final Terms, serially numbered definitive Notes (**Definitive Notes**) and/or (in the case of a Series comprising both Bearer Notes and Registered Notes and if so specified in the relevant Final Terms) Registered Notes.

1.5 If any date on which a payment of interest is due on the Notes of a Tranche occurs whilst any of the Notes of that Tranche are represented by a Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in substantially the form set out in the Temporary Global Note or in such other form as is customarily issued in such circumstances by the relevant clearing systems) has been received by Euroclear or Clearstream, Luxembourg or any other relevant clearing system. Payments of amounts due in respect of a Permanent Global Note will be made through Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for certification.

1.6 Interests in a Permanent Global Note will be exchanged by Aegon in whole (but not in part only), at the option of the Holder of such Permanent Global Note, for serially numbered Definitive Notes and/or (in the case of a Series comprising both Bearer and Registered Notes and if so specified in the relevant Final Terms) Registered Notes, (a) if any Note of the relevant Series becomes due and repayable following an Event of Default (as defined herein); or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently; or (c) if so specified in the Final Terms, at the option of the Holder of such Permanent Global Note upon such Holder's request. An event of the type described in points (a) and (b) of the preceding sentence is referred to as an **Exchange Event**. In order to exercise the option contained in point (c) of the preceding sentence, the Holder must, not less than 45 days before the date upon which the delivery of such Definitive Notes and/or Registered Notes is required, deposit the relevant Permanent Global Note with the Fiscal Agent at its specified office with the form of exchange notice endorsed thereon duly completed. If default is made by Aegon in the required delivery of Definitive Notes and/or Registered Notes and such default is continuing at 6.00 p.m. (London time) on the 30th day after the day on which the relevant notice period expires or, as the case may be, such Permanent Global Note becomes so exchangeable, such Permanent Global Note will become void in accordance with its terms but without prejudice to the rights of the

accountholders with Euroclear or Clearstream, Luxembourg or any other relevant clearing system in relation thereto.

- 1.7 Interest-bearing Definitive Notes will, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery coupons (**Coupons**), presentation of which will be a prerequisite to the payment of interest in certain circumstances specified below. Interest-bearing Definitive Notes will also, if so specified in the relevant Final Terms, have attached thereto at the time of their initial delivery, a talon (**Talon**) for further coupons and the expression **Coupons** shall, where the context so requires, include Talons.

### **Form of Registered Notes**

- 1.8 Registered Notes will be in substantially the form (subject to amendment and completion) scheduled to the Issue and Paying Agency Agreement. Registered Notes will not be exchangeable for Bearer Notes.

### **Denomination and Minimum Issue Size**

- 1.9 Denominations of the Notes are subject to any changes in applicable legal and/or regulatory requirements.

### **Denomination of Bearer Interests**

- 1.10 Subject as provided in Condition 1.9, Bearer Notes will be in the denomination or denominations (each of which denomination must be integrally divisible by each smaller denomination) specified in the relevant Final Terms. Bearer Notes of one denomination will not be exchangeable, after their initial delivery, for Bearer Notes of any other denomination.

### **Denomination of Registered Notes**

- 1.11 Subject as provided in Condition 1.9, Registered Notes will be in the minimum denomination specified in the relevant Final Terms or integral multiples thereof.

### **Currency of Notes**

- 1.12 Notes may be denominated in any currency specified in the relevant Final Terms subject to compliance with all applicable legal or regulatory requirements.
- 1.13 For the purposes of these Terms and Conditions, references to Notes shall, as the context may require, be deemed to be to Temporary Global Notes, Permanent Global Notes, Definitive Notes or, as the case may be, Registered Notes.

## **2. TITLE**

- 2.1 Title to Bearer Notes and Coupons passes by delivery. References herein to the **Holders** of Bearer Notes or of Coupons are to the bearers of such Bearer Notes or such Coupons.
- 2.2 Title to Registered Notes passes by registration in the register which is kept by the Principal Registrar, the First Alternative Registrar or, as the case may be, the Second Alternative Registrar, as specified in the relevant Final Terms. For the purposes of these Terms and Conditions, **Registrar** means, in relation to any Series comprising Registered Notes, the Principal Registrar, the First Alternative Registrar or, as the case may be, the Second Alternative Registrar. References herein to the **Holders** of Registered Notes are to the persons in whose names such Registered Notes are so registered in the relevant register.

- 2.3 The Holder of any Bearer Note, Coupon or Registered Note will (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof) and no person shall be liable for so treating such Holder.

#### **Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes**

- 2.4 A Registered Note may, upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum denomination specified in the relevant Final Terms) upon the surrender of the Registered Note to be transferred, together with the form of transfer endorsed on it duly completed and executed, at the specified office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.
- 2.5 If so specified in the relevant Final Terms, the Holder of Bearer Notes may exchange the same for the same aggregate principal amount of Registered Notes upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement. In order to exchange a Bearer Note for a Registered Note, the Holder thereof shall surrender such Bearer Note at the specified office outside the United States of the Fiscal Agent or of the Registrar together with a written request for the exchange. Each Bearer Note so surrendered must be accompanied by all unmatured Coupons appertaining thereto other than the Coupon in respect of the next payment of interest falling due after the exchange date (as defined in Condition 2.6) where the exchange date would, but for the provisions of Condition 2.6, occur between the Record Date (as defined in Condition 9B.03) for such payment of interest and the date on which such payment of interest falls due.
- 2.6 Each new Registered Note to be issued upon the transfer of a Registered Note or the exchange of a Bearer Note for a Registered Note will, within three Relevant Banking Days of the transfer date or, as the case may be, the exchange date be available for delivery at the specified office of the Registrar. For these purposes, a form of transfer or request for exchange received by the Registrar or the Fiscal Agent after the Record Date (as defined in Condition 9B.03) in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Fiscal Agent until the day following the due date for such payment.

For the purposes of these Terms and Conditions:

- (a) **Relevant Banking Day** means a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Note for a Registered Note where such request for exchange is made to the Fiscal Agent, in the place where the specified office of the Fiscal Agent is located;
- (b) the **exchange date** shall be the Relevant Banking Day following the day on which the relevant Bearer Note shall have been surrendered for exchange in accordance with Condition 2.5; and
- (c) the **Transfer date** shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with Condition 2.4 and all reasonable requirements of the Issuer and the Registrar shall have been satisfied in respect of such transfer.
- 2.7 The issue of new Registered Notes on transfer or on the exchange of Bearer Notes for Registered Notes will be effected without charge by or on behalf of the relevant Issuer or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the relevant Issuer

or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

- 2.8 Upon the transfer, exchange or replacement of Registered Notes bearing the private placement legend (the **Private Placement Legend**) set forth in the form of Registered Note scheduled to the Issue and Paying Agency Agreement, the Registrar shall deliver only Registered Notes that also bear such legend unless either (a) such transfer, exchange or replacement occurs three or more years after the later of (i) the original issue date of such Notes or (ii) the last date on which the Issuer or any affiliates (as defined below) of the Issuer as notified to the Registrar by the Issuer as provided in the following sentence, was the beneficial owner of such Note (or any predecessor of such Note) or (b) there is delivered to the Registrar an opinion reasonably satisfactory to the Issuer of counsel experienced in giving opinions with respect to questions arising under the securities laws of the United States to the effect that neither such legend nor the restrictions on transfer set forth therein are required in order to maintain compliance with the provisions of such laws.
- 2.9 For so long as any of the Registered Notes bearing the Private Placement Legend remain outstanding and are **restricted securities** within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer covenants and agrees that it shall, during any period in which it is not subject to Section 13 or 15(d) under the United States Securities Exchange Act of 1934 nor exempt from reporting pursuant to Rule 12g3-2(b) under such Act, make available to any Holder of such Notes in connection with any sale thereof and any prospective purchaser of such Notes from such Holder, in each case upon request, the information specified in, and meeting the requirements of, Rule 144A(d)(4) under the Securities Act.

### 3. STATUS AND GUARANTEE

- 3.1 This Condition 3.1 is applicable in relation to Notes specified in the relevant Final Terms as being unsubordinated or not specified as being subordinated (**Unsubordinated Notes**).

The Unsubordinated Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Issuer and will rank at least *pari passu* without any preference among themselves and (subject to such exceptions as from time to time exist under applicable law) with all other outstanding, unsecured and unsubordinated obligations of the Issuer, present and future.

- 3.2 This Condition 3.2 is applicable in relation to Notes specified in the relevant Final Terms as being subordinated (**Subordinated Notes**). Subordinated Notes are issued only by Aegon.

The obligations represented by the Subordinated Notes will be unsecured obligations of the Issuer ranking *pari passu* without any preference among themselves and will, in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding or surseance van betaling*) of the Issuer be subordinated in right of payment to the prior payment in full of all Senior Debt of the Issuer, present and future, but will rank senior to all classes of share capital of the Issuer and to any Subordinated Indebtedness which is expressed to rank junior to the Subordinated Notes (which includes capital securities qualifying as hybrid tier 1 capital of the Issuer).

For the purposes of this Condition 3.2:

**Senior Debt** means the principal of and premium, if any, and interest on any Indebtedness of the Issuer currently outstanding or to be issued hereafter unless such Indebtedness, by the terms of the Note by which it is created or evidenced, is not senior in right of payment to the Subordinated Notes to which this Condition 3.2 applies. The Issuer's outstanding Subordinated Indebtedness will not be considered Senior Debt.



**Subordinated Indebtedness** means any Indebtedness of the Issuer the right to payment of which is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of the Issuer.

**Indebtedness** means all indebtedness for money borrowed that is created, assumed, incurred or guaranteed in any manner or for which the Issuer is otherwise responsible or liable.

By virtue of the above subordination:

- (a) all payments to Holders of Subordinated Notes will, in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of the Issuer only be made after, and any set-off by any Holder of such Subordinated Notes shall be excluded until all Senior Debt admissible in any such bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding* or *surseance van betaling*) of the Issuer has been satisfied in full following which the obligations in respect of the Subordinated Notes shall rank at least *pari passu* with all other Subordinated Indebtedness; and
- (b) creditors of the Issuer who are not holders of Senior Debt may, subject to any subordination provisions that may be applicable to such creditors, recover more ratably than Holders of the Subordinated Notes.

### 3.3 Guarantee

The Guarantor has unconditionally and irrevocably guaranteed the due payment of all sums and the delivery of all amounts expressed to be payable or deliverable by AFC under the Notes and Coupons. Its obligations in that respect are contained in the Guarantee.

The obligations of the Guarantor under the Guarantee are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4) unsecured obligations of the Guarantor and rank and will rank *pari passu* among themselves and (subject as foresaid and to certain statutory exceptions) equally with all other unsecured obligations (other than subordinated obligations, if any) of the Guarantor from time to time outstanding.

## 4. NEGATIVE PLEDGE

So long as any of the Notes remains outstanding (as defined in the Issue and Paying Agency Agreement), the Issuer and the Guarantor will procure that no loan or other indebtedness in respect of borrowed moneys having an original maturity of more than two years or any guarantee in respect of any such indebtedness, in each case now or hereafter existing, will be secured upon any of the present or future assets or revenues of the Issuer and the Guarantor or any of its Subsidiaries unless it shall, simultaneously with or prior to the creation of such security, take any and all action necessary to procure that the same security (or other security acceptable to the Holders of Notes) is accorded to the Holders of Notes other than Holders of Subordinated Notes as referred to in Condition 3.2, except that the foregoing shall not apply to (a) security created over any shares in or any securities owned by any Subsidiaries which are not Insurance Subsidiaries, (b) security created in the normal course of the relevant insurance business carried on in a manner consistent with generally accepted insurance practice for such insurance business, (c) security or preference arising by operation of any law, (d) security over real property to secure borrowings to finance the purchase or improvement of such real property, (e) security over assets existing at the time of acquisition thereof, and (f) security not otherwise permitted by the foregoing clauses securing borrowed moneys in an aggregate principal amount not to exceed 50 per cent. of the Group's borrowed moneys with an original maturity of more than two years.

In these Terms and Conditions, **Subsidiary** means any corporation, partnership or other business entity of which more than 50 per cent. of the shares or other equity interests (as the case may be) carrying the right to vote are, directly or indirectly, owned by the Issuer or the Guarantor; **Insurance Subsidiary** means any Subsidiary, (i) the principal activity of which is insurance business, and (ii) the gross premium income of which as shown by the latest audited profit and loss account is more than 10 per cent. of the total gross premium income of the Group as shown by the latest audited consolidated profit and loss account of the Group; and **Group** means the Issuer and the Guarantor and its Subsidiaries from time to time.

## 5. INTEREST

Notes may be interest-bearing or non interest-bearing, as specified in the relevant Final Terms. In the case of non interest-bearing Notes, a Reference Price and Accrual Yield will, unless otherwise agreed, be specified in the relevant Final Terms. In the case of interest-bearing Notes, the interest rate may change from Fixed Rate to Floating Rate and from Floating Rate to Fixed Rate. The Final Terms in relation to each Tranche of interest-bearing Notes shall specify which of Condition 5A and/or 5B shall be applicable and Condition 5C will be applicable to each Tranche of interest-bearing Notes as specified therein save, in each case, to the extent inconsistent with the relevant Final Terms. Condition 5D shall be applicable to any Subordinated Notes. In relation to any Tranche of interest-bearing Notes, the relevant Final Terms may specify actual amounts of interest payable rather than, or in addition to, a rate or rates at which interest accrues.

### 5A Interest – Fixed Rate

Subject to Condition 5D (in relation to Subordinated Notes only), each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where a Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or
- (ii) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount

by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest, in accordance with this Condition 5A:

if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

- (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
- (b) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
  - (1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and
  - (2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

In these Terms and Conditions:

**Determination Period** means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

## **5B Interest – Floating Rate**

### *(i) Interest Payment Dates*

Subject to Condition 5D (in relation to Subordinated Notes only), each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day on the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

- (1) in any case where Specified Periods are specified in accordance with Condition 5B(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (B) below shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Terms and Conditions, **Business Day** means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the relevant place of presentation and any Additional Business Centre specified in the applicable Final Terms; and
- (B) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System (the **TARGET 2 System**) is open.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(A) *ISDA Determination for Floating Rate Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate (**LIBOR**) or on the Euro-zone inter-bank offered rate (**EURIBOR**), the first day of that Interest Period or (ii) in any other case, as specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), **Floating Rate**, **Calculation Agent**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(B) *Screen Rate Determination for Floating Rate Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Fiscal Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one

only of such quotations) shall be disregarded by the Fiscal Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

The Agency Agreement contains provisions for determining the Rate of Interest in the event that the Relevant Screen Page is not available or if, in the case of (1) above, no such offered quotation appears or, in the case of (2) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms.

(iii) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *Determination of Rate of Interest and calculation of Interest Amounts*

The Fiscal Agent, in the case of Floating Rate Notes will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Fiscal Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

**Day Count Fraction** means, in respect of the calculation of an amount of interest in accordance with this Condition 5B:

- (i) if "Actual/Actual (ISDA)" or "Actual/Actual" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if "Actual/365 (Fixed)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (iv) if "Actual/360" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (v) if "30/360", "360/360" or "Bond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (vi) if "30E/360" or "Eurobond Basis" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (vii) if "30E/360 (ISDA)" is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

(v) *Notification of Rate of Interest and Interest Amounts*

The Fiscal Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or



appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(vi) *Certificates to be final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5B, whether by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error or proven error) be binding on the Issuer, the Guarantor, the Fiscal Agent, the Calculation Agent (if applicable), the other Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Guarantor, the Noteholders or the Couponholders shall attach to the Fiscal Agent or, if applicable, the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**5C Accrual of Interest**

Subject to Condition 5D (in relation to Subordinated Notes only), interest shall accrue on the principal amount of each Note. Interest will cease to accrue as from the due date for redemption therefor unless upon (except in the case of any payment where presentation and/or surrender of the relevant Note is not required as a precondition of payment) due presentation or surrender thereof, payment in full of the principal amount or, as the case may be, redemption amount is improperly withheld or refused or default is otherwise made in the payment thereof in which case interest shall continue to accrue thereon (as well after as before any demand or judgment) at the rate then applicable to the principal amount of the Notes or such other rate as may be specified in the relevant Final Terms until the date on which, upon (except in the case of any payment where presentation and/or surrender of the relevant Note is not required as a precondition of payment) due presentation of the relevant Note, the relevant payment is made or, if earlier (except in the case of any payment where presentation and/or surrender of the relevant Note is not required as a precondition of payment), the seventh day after the date on which, the Fiscal Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 14 of that circumstance (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

**5D Deferral of interest on Subordinated Notes (which are issued by Aegon only)**

The Issuer must make each interest payment on the Subordinated Notes on the relevant Interest Payment Date subject to and in accordance with Condition 5A and 5B and the other Conditions. Subject to Condition 5D(c) below, the Issuer must or may defer an interest payment in the following circumstances:

(a) *Optional Deferral of Interest*

Subject to Conditions 5D(b) and (c), the Issuer may in respect of any interest payment which would, in the absence of deferral in accordance with this Condition 5D, be due and payable, defer all or part of such interest payment by giving a notice in writing (a **Deferral Notice**) to the Fiscal Agent and the Holders (in accordance with Condition 14) not less than 10 (ten) Business Days prior to the relevant Interest Payment Date.

(b) *Required Deferral of Interest*

If any interest payment is due to be made on a Required Interest Deferral Date, then the Issuer shall defer and the Issuer shall not have any obligation to make all or part of such interest payment, except if the relevant Interest Payment Date constitutes a Compulsory Interest Payment Date.

(c) *Compulsory Interest Payments*

Interest payments will become mandatorily due and payable on an Interest Payment Date if during a period of six months prior to such Interest Payment Date a Compulsory Interest Payment Event has occurred (such Interest Payment Date, a **Compulsory Interest Payment Date**), provided however, that if a Mandatory Deferral Event occurred during the Interest Period immediately preceding such Interest Payment Date, such Interest Payment Date shall only be a Compulsory Interest Payment Date if such Compulsory Interest Payment Event occurred after the relevant Mandatory Deferral Event.

(d) *Arrears of Interest*

Any unpaid interest shall as long as it remains unpaid constitute arrears of interest (**Arrears of Interest**).

Unless the Final Terms specify otherwise, Arrears of Interest shall bear interest at the then Applicable Interest Rate (as defined below) from (and including) the date on which the Arrears of Interest payment would otherwise have been due to be made to (but excluding) the relevant Arrears of Interest Satisfaction Date.

Unless the Final Terms specify otherwise, Arrears of Interest may, subject to, where such deferral was due to a Capital Adequacy Event, the prior approval of the Relevant Supervisory Authority to the extent required pursuant to the then Applicable Capital Adequacy Regulations in order for the Subordinated Notes to qualify as regulatory capital, at the option of the Issuer be paid in whole or in part at any time, provided, however, that (i) no Mandatory Deferral Event has occurred and is continuing at the time of such payment and (ii), unless the Final Terms specify otherwise, all Arrears of Interest in respect of all Subordinated Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (i) the first succeeding Compulsory Interest Payment Date;
- (ii) with respect to a deferral under Condition 5D(b), the first Interest Payment Date after a Mandatory Deferral Event is no longer continuing and the Interest Payment is no longer required to be deferred pursuant to Condition 5D(b);
- (iii) the date of any redemption or substitution of the Subordinated Notes in accordance with Condition 6; and
- (iv) the date upon which an order is made or an effective resolution is passed for the bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer

(such date being the **Arrears of Interest Satisfaction Date**).

Any interest payment deferred by the Issuer in accordance with this Condition 5(D) shall be at the disposal of the Issuer.

For the purposes of these Conditions,

**Applicable Capital Adequacy Regulations** means (i) the solvency margin, capital adequacy regulations or any other regulatory capital rules applicable to the Issuer from time to time pursuant to Dutch law and/or the laws of any other relevant jurisdiction and which lay down the requirements to be satisfied by financial instruments to qualify as solvency margin or additional solvency margin or regulatory capital (or any equivalent terminology employed by the then Applicable Capital Adequacy Regulations) and/or (ii) regulatory rules relating to the technical facilities and/or statutory liquidity requirements or any other capital adequacy regulations applicable to the Issuer from time to time pursuant to Dutch law and/or the laws of any other relevant jurisdiction, each as applied and construed by the Relevant Supervisory Authority and applicable to the Issuer;

**Arrears of Interest** means any Interest Payment, or part thereof, which has been deferred in accordance with Conditions 5E(a) or (b) and has not subsequently been satisfied;

**Arrears of Interest Payment** means a Payment of Arrears of Interest made on an Arrears of Interest Satisfaction Date in accordance with Condition 5D(d);

**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 the Issuer's directors, auditors or, as the case may be, the liquidator may determine to be appropriate;

**Capital Adequacy Event** means that the Issuer is or has become subject to the Applicable Capital Adequacy Regulations and:

- (a) is in breach of the regulations imposing obligations on the Issuer pursuant to the Applicable Capital Adequacy Regulations with respect to maintenance of (i) minimum levels of solvency margins, additional solvency margin or any other applicable regulatory capital, (ii) technical facilities fully covered by assets, (iii) any statutory liquidity requirements and/or (iv) any other relevant capital adequacy levels, and a deferral of interest and/or a suspension of payment of principal is required under the Applicable Capital Adequacy Regulations; or
- (b) following the implementation of the Solvency II Directive, the solvency margin, additional solvency margin, technical facilities, statutory liquidity requirements or any other applicable regulatory capital requirements or any other relevant capital adequacy levels (or any equivalent terminology employed by the then Applicable Capital Adequacy Regulations) of the Issuer is not sufficient to cover its capital requirements (or any equivalent terminology employed by the then Applicable Capital Adequacy Regulations), and a deferral of interest and/or a suspension of payment of principal is required under the then Applicable Capital Adequacy Regulations;

**Compulsory Interest Payment Event** means any of the following events:

- (a) a dividend (or any distribution from reserves) was declared payable in respect of any common shares of the Issuer in the general meeting of shareholders of the Issuer; or
- (b) the Issuer has repurchased or otherwise acquired any common shares in its own capital (other than shares repurchased or otherwise acquired by the Issuer, to the extent relevant, to reduce its capital, in the context of its own buy-back programme, if any, under any equity derivative hedge structure or transaction, under any hedging of stock options programme or any other compensation benefit programme, if any, in connection with financial restructurings, mergers, acquisitions, split-offs, divestments or alike corporate transactions);

**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 the Issuer's directors, auditors or, as the case may be, the liquidator may determine;

**Mandatory Deferral Event** means that:

- (i) the Issuer determines that it is not or, on the relevant date on which a payment would be made after taking into account amounts payable on that date on the Subordinated Notes, will not be Solvent; or
- (ii) a Capital Adequacy Event has occurred and continues to exist or a payment on the relevant date would cause a Capital Adequacy Event;

**Optional Interest Payment Date** means any Interest Payment Date other than a Compulsory Interest Payment Date or a Required Interest Deferral Date;

**Relevant Supervisory Authority** means any relevant regulator supervising the Issuer in respect of its compliance with any Applicable Capital Adequacy Regulations. The current Relevant Supervisory Authority is the Dutch Central Bank (*De Nederlandsche Bank N.V.*, DNB);

**Required Interest Deferral Date** means each Interest Payment Date in respect of which the Holders and the Fiscal Agent have received written notice from the Issuer confirming that (i) a Mandatory Deferral Event has occurred and is continuing on such Interest Payment Date, or (ii) the payment of such interest would itself cause a Mandatory Deferral Event;

**Solvent** means that the Issuer is (a) able to pay its debts to its unsubordinated and unsecured creditors as they fall due and (b) its Assets exceed its Liabilities (other than its Liabilities to persons who are not unsubordinated and unsecured creditors);

**Solvency II Directive** means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 and the implementing measures by the European Commission thereunder.

## **6. REDEMPTION AND PURCHASE**

### **Redemption at Maturity**

- 6.1 Unless previously redeemed, or purchased and cancelled, each Note shall be redeemed at its maturity redemption amount (the **Maturity Redemption Amount**, which shall be its principal amount or such other Maturity Redemption Amount as may be specified in or determined in accordance with the relevant Final Terms) on the date or dates (or, in the case of Notes which bear interest at a floating rate of interest, on the date or dates upon which interest is payable) specified in the relevant Final Terms.

### **Early Redemption for Taxation Reasons**

- 6.2 If, in relation to any Series of Notes, (a) as a result of any change in the laws or regulations of the Netherlands or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which become effective on or after the date of issue of such Notes or any earlier date specified in the relevant Final Terms, the Issuer or, if the Guarantee were called, the Guarantor) would be required to pay additional amounts as provided in Condition 8 and (b) such circumstances are evidenced by the delivery by the Issuer to the Fiscal Agent of a certificate signed by an authorised officer of the Issuer or the Guarantor stating that the said circumstances prevail and describing the facts leading thereto and an opinion of independent legal or tax advisers or firm of accountants of recognised standing to the effect that such circumstances prevail, the Issuer or the Guarantor, as the case may be, may, at its option and having given no less than thirty nor more than 60 days' notice (ending, in the case of

Notes which bear interest at a floating rate, on a day upon which interest is payable) to the Holders of the Notes in accordance with Condition 14 (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Notes comprising the Series in relation to which such notice has been given, at their early tax redemption amount (the **Early Redemption Amount (Tax)**) which shall be their principal amount (or at such other Early Redemption Amount (Tax) as may be specified in or determined in accordance with the relevant Final Terms).

### **Optional Early Redemption (Call)**

- 6.3 If this Condition 6.3 is specified in the relevant Final Terms as being applicable, then the Issuer may, upon the expiry of the appropriate notice and subject to such conditions as may be specified in the relevant Final Terms, redeem all (but not, unless and to the extent that the relevant Final Terms specifies otherwise, some only) of the Notes of the relevant Series at their call early redemption amount (the **Early Redemption Amount (Call)**), which shall be their principal amount or such other Early Redemption Amount (Call) as may be specified in or determined in accordance with the relevant Final Terms.
- 6.4 The appropriate notice referred to in Condition 6.3 is a notice given by the Issuer to the Fiscal Agent, the Registrar (in the case of Registered Notes) and the Holders of the Notes of the relevant Series in accordance with Condition 14 (which notice shall be irrevocable), which notice shall be signed by a duly authorised officer of the Issuer and shall specify:
- (a) the Series of Notes subject to redemption;
  - (b) whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of the Notes of the relevant Series which are to be redeemed;
  - (c) the due date for such redemption which shall be a Business Day (as defined in Condition 9C.03), which shall be not less than 30 days (or such lesser period as may be specified in the relevant Final Terms) after the date on which such notice is validly given and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable; and
  - (d) the Early Redemption Amount (Call) at which such Notes are to be redeemed.

Any such notice shall be irrevocable, and the delivery thereof shall oblige the Issuer to make the redemption therein specified.

### **Partial Redemption**

- 6.5 If the Notes of a Series are to be redeemed in part only on any date in accordance with Condition 6.3:
- (a) in the case of Bearer Notes, the Notes to be redeemed (**Redeemed Notes**) will be drawn individually by lot in such European city as the Fiscal Agent may specify, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, or, in either case identified in such other manner or in such other place as the Fiscal Agent may approve and deem appropriate and fair, subject always to compliance with all applicable laws and the requirements of any competent listing authority and/or stock exchange on which the relevant Notes may be listed; and

- (b) in the case of Registered Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, subject always as aforesaid and provided always that the amount redeemed in respect of each Note shall be equal to the minimum denomination thereof or an integral multiple thereof.

#### **Optional Early Redemption (Investor Put)**

- 6.6 If this Condition 6.6 is specified in the relevant Final Terms as being applicable, then the Issuer shall, upon the exercise of the relevant option by the Holder of any Unsubordinated Note of the relevant Series, redeem such Unsubordinated Note on the date or the next of the dates specified in the relevant Final Terms at its put early redemption amount (the Early Redemption Amount (Put) which shall be its principal amount or such other Early Redemption Amount (Put) as may be specified in or determined in accordance with the relevant Final Terms).

In order to exercise such option, the Holder must, not less than 45 days before the date so specified (or such other period as may be specified in the relevant Final Terms), deposit the relevant Unsubordinated Note (together, in the case of an interest-bearing Definitive Note, with any unmatured Coupons appertaining thereto) with, in the case of a Bearer Note, any Paying Agent or, in the case of a Registered Note, the Registrar together with a duly completed redemption notice in the form which is available from the specified office of any of the Paying Agents or, as the case may be, the Registrar.

#### **Redemption, Conversion, Exchange, Substitution or Variation of the Subordinated Notes for Regulatory Reasons (Regulatory Call)**

- 6.7 If this Condition 6.7 (Regulatory Call) is specified in the relevant Final Terms as being applicable and a Capital Disqualification Event has occurred within a period of 12 months prior to the giving of the notice referred to below and is continuing, then, subject to the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations:

- (i) the Issuer may having given not less than 30 nor more than 60 days' notice to the holders of Subordinated Notes in accordance with Condition 14 (which notice shall be irrevocable), redeem, in accordance with these Terms and Conditions, at such date as specified in the notice all, but not some only, of the Subordinated Notes at the Early Redemption Amount (Regulatory) specified in the Final Terms together with any interest accrued to (but excluding) the date of redemption in accordance with these Terms and Conditions and any Arrears of Interest (if applicable); or
- (ii) the Issuer may, without any requirement for the consent or approval of the holders of the Subordinated Notes, having given not less than 30 nor more than 60 days' notice to the holders of Subordinated Notes in accordance with Condition 14 (which notice shall be irrevocable), subject to compliance with applicable regulatory requirements, convert, exchange or substitute the Subordinated Notes in whole (but not in part) into or for another series of notes of the Issuer, or vary the terms of the Subordinated Notes so that they become capable of counting for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios under the Capital Adequacy Regulations, or, where this is subdivided in tiers, tier 2 basic own funds, or any such other category as specified in the Final Terms, that have materially the same terms as the Subordinated Notes which terms are no less favourable to an investor than the terms of the Subordinated Notes then prevailing. In connection with such conversion or exchange all Arrears of Interest (if any) will be satisfied.

Prior to the publication of any notice of redemption, conversion, exchange, substitution or variation pursuant to this Condition 6.7 the Issuer shall deliver to the holders of the Subordinated Notes in

accordance with Condition 14 a certificate signed by one or more members of the Executive Board of the Issuer stating that a Capital Disqualification Event has occurred and is continuing as of the date of the certificate.

In connection with any conversion or exchange pursuant to this Condition 6.7, the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Subordinated Notes are for the time being listed or admitted to trading.

For the purposes of these Conditions,

**Capital Disqualification Event** means that the Subordinated Notes cease to be capable of qualifying, in whole or (as a result of any transitional or grandfathering provisions) in part, under the Applicable Capital Adequacy Regulations for the purposes of determination of the solvency margin, capital adequacy ratios or comparable margins or ratios of the Issuer, the Group or any member thereof, or, where this is subdivided in tiers, as tier 2 basic own funds or any such other category as specified in the Final Terms, on a solo and/or consolidated basis, except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.

#### **Redemption, Conversion, Exchange, Substitution or Variation of the Subordinated Notes for Rating Reasons (Rating Call)**

- 6.8 If this Condition 6.8 (Rating Call) is specified in the relevant Final Terms as being applicable, if after the Issue Date the Issuer, having given not less than 30 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 14, the holders of Subordinated Notes (which notice shall be irrevocable), determines that a Rating Methodology Event has occurred with respect to any Subordinated Note, the Issuer may, subject to the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations, on any Interest Payment Date, redeem all, but not some only, of the Subordinated Notes at the Early Redemption Amount (Rating) specified in the Final Terms together with outstanding payments in respect of the Notes, or convert, exchange or substitute the Subordinated Notes in whole (but not in part) into or for another series of notes of the Issuer that classify, or vary the terms of the Subordinated Notes so that they become capable of qualifying for the same equity content previously assigned by such Rating Agency to the Subordinated Notes and such provisions shall apply *mutatis mutandis* with respect to such Rating Methodology Event.

Any conversion, exchange, substitution or variation under this Condition 6.8 is also subject to the terms thereof not being prejudicial to the interests of the holders of the Subordinated Notes and, if so specified in the Final Terms, certification to that effect by one or more members of the Executive Board of the Issuer and by an independent investment bank of international standing.

For the purposes of these Conditions:

**Rating Methodology Event** will be deemed to occur upon a change in the methodology of a Rating Agency (or in the interpretation of such methodology) as a result of which the equity content previously assigned by such Rating Agency to the Subordinated Notes is, in the reasonable opinion of the Issuer, materially reduced when compared to the equity content assigned by such Rating Agency at the Issue Date.

**Rating Agency** means Standard & Poor's Rating Group, Moody's Investors Service, Fitch Rating (or any of their affiliates) or any other rating agency that has assigned a rating to Subordinated Notes at the Issue Date of any such Notes, or any successor.

#### **Purchase of Notes**

- 6.9 The Issuer or the Guarantor or any of its Subsidiaries may at any time purchase Notes in the open market or otherwise and at any price provided that, in the case of interest-bearing Definitive Notes, all unmatured Coupons appertaining thereto are purchased therewith.

#### **Cancellation of Redeemed and Purchased Notes**

- 6.10 All unmatured Notes and Coupons redeemed or purchased in accordance with this Condition 6 may be held and resold by the Issuer or the Guarantor or any of its Subsidiaries or may be surrendered for cancellation in all cases at the discretion of the Issuer or the Guarantor or, as the case may be, the relevant Subsidiary.

#### **Redemption or purchase of Subordinated Notes**

- 6.11 Subordinated Notes may only be redeemed on or before the maturity date specified in the Final Terms or purchased by the Issuer provided that (i) no Mandatory Deferral Event has occurred and is continuing on the relevant date or (ii) such redemption or purchase would not itself cause a Mandatory Deferral Event and in either case, subject to the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the then Applicable Capital Adequacy Regulations in order for the Subordinated Notes to qualify as regulatory capital. If (i) a Mandatory Deferral Event has occurred and is continuing on the relevant date for redemption or (ii) a redemption would itself cause a Mandatory Deferral Event, then the Subordinated Notes may only be redeemed at their principal amount outstanding together with accrued and unpaid interest and any Arrears of Interest on the relevant date for redemption or any day thereafter on the day on which no Mandatory Deferral Event is continuing and the redemption would itself not cause a Capital Adequacy Event.

### **7. EVENTS OF DEFAULT**

- 7.1 Unless otherwise specified in the relevant Final Terms, the following events or circumstances (each an **Event of Default**) shall be acceleration events in relation to:

(a) *Unsubordinated Notes of any Series:*

- (i) *Non-Payment:* the Issuer is in default for any reason whatsoever for more than three days with respect to the payment of principal due on the Notes or for more than 14 days with respect to the payment of interest due on the Notes and such default has not been remedied by the Guarantor making such payment; or
- (ii) *Breach of other obligations:* the Issuer or the Guarantor is in default in the performance of any other obligation under these Terms and Conditions or, as the case may be, the Guarantee and, if such default is capable of being remedied, such default has not been remedied within 30 days after written notification from the Holder of any Note requiring such default to be remedied shall have been given to the Issuer or the Guarantor; or
- (iii) *Cross default:* the Issuer or the Guarantor fails to repay within 30 days after its due date, or becomes liable to repay prematurely due to default, any other borrowings which the Issuer or the Guarantor has contracted or guaranteed or security granted therefor is enforced on behalf of or by the creditors entitled thereto if and insofar as such default or such enforcement is not caused by the fact that the Issuer or the Guarantor is prevented, directly or indirectly, by any government or other governmental body from fulfilling the relevant obligation; or
- (iv) *Enforcement Proceedings:* an *executoriaal beslag* (executory attachment) is made on any substantial part of the assets of the Issuer or the Guarantor or any Insurance



Subsidiary or a *conservatoir beslag* (interlocutory attachment) is made thereon and is not cancelled or withdrawn within 30 days after the making thereof or the Issuer or the Guarantor or any Insurance Subsidiary goes bankrupt, applies for suspension of payment or is wound up, save, in respect of Insurance Subsidiaries, for a voluntary solvent winding up where substantially the whole of the assets of such Insurance Subsidiary are transferred to another Subsidiary (which shall thereupon itself become an Insurance Subsidiary for the purposes of these Conditions and notice thereof shall forthwith be given by the Issuer or the Guarantor to the Holders of Notes) or the Issuer or the Guarantor or any Insurance Subsidiary offers a compromise to its creditors or negotiates with all its creditors another agreement relating to its payment difficulties, or such measures are officially decreed, or the Issuer or the Guarantor or any Insurance Subsidiary becomes subject to the "*noodregeling*" (contingency regulation) as referred to in Chapter 3.5.5 of the Wft; or

- (v) *Cessation of business*: the Group shall cease to carry on substantially the whole of its business or shall dispose of substantially the whole of its assets; or
  - (vi) *Analogous event*: any event occurs which under the laws of the Netherlands has an analogous effect to any of the events referred to above;
- (b) *Subordinated Notes of any Series*: in the case of liquidation of the Issuer. Liquidation may occur as a result of the winding-up of the Issuer (*vereffening na ontbinding*), bankruptcy (*faillissement*) of the Issuer or the emergency regulation (*noodregeling*) being applied to the Issuer if that constitutes a liquidation.

7.2 If any Event of Default shall occur in relation to any Series of Notes, any Holder of a Note of the relevant Series may, by written notice to the Issuer or the Guarantor, at the specified office of the Fiscal Agent, declare that such Note and (if the Note is interest-bearing) all interest then accrued on such Note shall be forthwith due and payable, whereupon the same shall become immediately due and payable at its early termination amount (the **Early Termination Amount** which shall be its principal amount or such other Early Termination Amount as may be specified in or determined in accordance with the relevant Final Terms).

## 8. TAXATION

8.1 All amounts payable (whether in respect of principal, redemption amount, interest or otherwise) in respect of the Notes or under the Guarantee will be made free and clear of, and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of The Netherlands or the United States or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event, unless previously redeemed in accordance with these Terms and Conditions, the Issuer or, as the case may be, the Guarantor will pay such additional amounts as may be necessary in order that the net amounts receivable by the Holder of any Note or Coupon after such withholding or deduction shall equal the respective amounts which would have been receivable by such Holder in the absence of such withholding or deduction; except that no such additional amounts shall be payable in relation to any payment in respect of any Note or Coupon presented for payment:

- (a) by or on behalf of, a Holder of a Note or Coupon who is liable for such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of (i) his having some connection with the jurisdiction by which such taxes, duties, assessments or governmental charges have been imposed, levied, collected, withheld or assessed other than the mere holding of such Note or Coupon or (ii) such Holder's present or former status as a

personal holding company, a foreign personal holding company or a controlled foreign corporation for United States tax purposes, a foreign private foundation or other foreign tax exempt organization or a corporation that accumulates earnings to avoid United States federal income tax;

- (b) more than 30 days after the Relevant Date, except to the extent that the relevant Holder would have been entitled to such additional amounts on presenting the same for payment on the expiry of such period of 30 days;
- (c) in respect of any estate, inheritance, gift, sales, transfer, wealth, personal property or similar tax, assessment or other governmental charge;
- (d) in respect of any tax, assessment or other governmental charge that would not have been imposed but for a failure to comply with any applicable certification, information, identification, documentation or other reporting requirements concerning the nationality, residence, identity or connection with the United States of the Holder of beneficial owner of a Note or Coupon if, without regard to any tax treaties, such compliance is required as a precondition to relief or exemption from such tax, assessment or other governmental charge;
- (e) in respect of any tax, assessment or other governmental charge imposed as a result of a person's actual or constructive holding of 10% or more of the total combined voting power of all classes of stock of the Issuer entitled to vote or as the result of the receipt of interest by a bank on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- (f) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive;
- (g) by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent; or
- (h) in respect of any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code, any regulations or administrative guidance promulgated thereunder or any law implementing an intergovernmental approach thereto.

8.2 For the purposes of these Terms and Conditions, the **Relevant Date** means, in respect of any payment, the date on which such payment first becomes due and payable, but if the full amount of the moneys payable has not been received by the Fiscal Agent, or as the case may be, the Registrar on or prior to such due date, it means the first date on which, the full amount of such moneys having been so received and being available for payment to Holders of Notes and Coupons, notice to that effect shall have been duly given to the Holders of the Notes of the relevant Series in accordance with Condition 14.

8.3 If the Issuer becomes subject at any time to any taxing jurisdiction other than or in addition to The Netherlands, references herein to The Netherlands shall be read and construed as references to The Netherlands and/or to such other jurisdiction. If AFC as Issuer becomes subject at any time to any taxing jurisdiction other than or in addition to the United States, references herein to the United States shall be read and construed as references to the United States and/or to such other jurisdiction.

8.4 Any reference in these Terms and Conditions to principal, redemption amount and/or interest in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under this Condition 8.

## **9. PAYMENTS**

### **9A Payments – Bearer Notes**

**9A.01** This Condition 9(a) is applicable in relation to Notes issued by Aegon in bearer form. For the avoidance of doubt, AFC will not issue Notes in bearer form.

**9A.02** Payment of amounts (other than interest) due in respect of Bearer Notes will be made against presentation and surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.

**9A.03** Payment of amounts in respect of interest on Bearer Notes will be made:

- (i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside (unless Condition 9A.04 applies) the United States and, in the case of a Temporary Global Note, upon due certification as required therein;
- (ii) in the case of Definitive Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside (unless Condition 9A.04 applies) the United States; and
- (iii) in the case of Definitive Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on a scheduled date for the payment of interest, against presentation of the relevant Definitive Notes, in either case at the specified office of any of the Paying Agents outside (unless Condition 9A.04 applies) the United States.

**9A.04** Payments of amounts due in respect of interest on the Bearer Notes and exchanges of Talons for Coupon sheets in accordance with Condition 9A.07 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code of 1986 and Regulations thereunder) unless (i) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) such payment or exchange is permitted by applicable United States law. If paragraphs (i) and (ii) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

**9A.05** If the due date for payment of any amount due in respect of any Bearer Note is not both a Relevant Financial Centre Day (as defined in Condition 9C.03) and a Local Banking Day (as defined in Condition 9C.03), then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and, thereafter will be entitled to receive payment by cheque on any local banking day, and will be entitled to payment by transfer to a designated account on any day which is a local banking day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5C.

**9A.06** Each Definitive Note initially delivered with Coupons attached thereto should be presented and surrendered for final redemption together with all unmatured Coupons and Talons appertaining thereto, failing which:

- (i) in the case of Definitive Notes which bear interest at a fixed rate or rates, the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the redemption amount paid bears to the total redemption amount due) (excluding, for this purpose, Talons) will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within five years of the Relevant Date applicable to payment of such final redemption amount;
- (ii) in the case of Definitive Notes which bear interest at, or at a margin above or below, a floating rate, all unmatured Coupons (excluding, for this purpose, but without prejudice to paragraph (iii) below, Talons) relating to such Definitive Notes (whether or not surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
- (iii) in the case of Definitive Notes initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 9A.06 notwithstanding, if any Definitive Notes which bear interest at a fixed rate or rates should be issued with a maturity date and a fixed rate or fixed rates such that, on the presentation for payment of any such Definitive Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not become void, the amount required by paragraph (i) to be deducted would not be greater than the amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the unmatured Coupons relating to a Definitive Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

**9A.07** In relation to Definitive Notes initially delivered with Talons attached thereto, on or after the due date for the payment of interest on which the final Coupon comprised in any Coupon sheet matures, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 9A.04 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 10 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the due date for the payment of interest on which the final Coupon comprised in the relative Coupon sheet matures.

## **9B Payments – Registered Notes**

**9B.01** This Condition 9B is applicable in relation to Notes in registered form issued by either Aegon or AFC.

**9B.02** Payment of amounts (whether principal, redemption amount or otherwise and including accrued interest) due in respect of Registered Notes on the final redemption of Registered Notes will be made against presentation and, save in the case of partial payment of the amount due upon final redemption by reason of insufficiency of funds, surrender of the relevant Registered Notes at the specified office of the Registrar. If the due date for payment of the final redemption amount of any Registered Note is not both a Relevant Financial Centre Day (as defined in Condition 9C.03 and a Local Banking Day (as defined in Condition 9C.03, then the Holder thereof will not be entitled to payment thereof until the next day which is such a day and, thereafter will be entitled to receive

payment by cheque on any Local Banking Day, and will be entitled to payment by transfer to a designated account on any day which is a Local Banking Day, a Relevant Financial Centre Day and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant designated account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Terms and Conditions in which event interest shall continue to accrue as provided in Condition 5C.

**9B.03** Payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of the final redemption of Registered Notes) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar as at the close of the business day (in the ICSD) before the due date for such payment (the **Record Date**).

**9B.04** Notwithstanding the provisions of Condition 9C.02, payment of amounts (whether principal, redemption amount, interest or otherwise) due (other than in respect of final redemption of Registered Notes) in respect of Registered Notes will be made by cheque and posted to the address (as recorded in the register held by the Registrar) of the Holder thereof (or, in the case of joint Holders, the first-named) on the Relevant Banking Day (as defined in Condition 2.6) not later than the relevant date for payment unless prior to the relevant Record Date the Holder thereof (or, in the case of joint Holders, the first named) has applied to the Registrar and the Registrar has acknowledged such application for payment to be made to a designated account in the relevant currency.

## **9C Payments – General Provisions**

**9C.01** Save as otherwise specified herein, this Condition 9C is applicable in relation to Notes whether in bearer or in registered form.

**9C.02** Payments of amounts due (whether principal, redemption amount, interest or otherwise) in respect of Notes will be made by (i) transfer to an account in the relevant currency specified by the payee or (ii) cheque. Payments will be subject in all cases to (i) any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 8 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

**9C.03** For the purposes of these Terms and Conditions:

- (i) **Business Day** means a day:
  - (A) in relation to Notes payable in euro, which is a TARGET 2 Business Day; and
  - (B) in relation to Notes payable in any other currency, on which commercial banks are open for business and foreign exchange markets settle payments in the Relevant Financial Centre in respect of the relevant Notes; and, in either case,
  - (C) on which commercial banks are open for business and foreign exchange markets settle payments in any place specified in the relevant Final Terms;
- (ii) **Code** means the U.S. Internal Revenue Code of 1986;

- (iii) **Relevant Financial Centre** means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definitions of **Business Day** in the ISDA Definitions;
- (iv) **Relevant Financial Centre Day** means, in the case of any currency other than euro, a day on which commercial banks and foreign exchange markets settle payments in the Relevant Financial Centre and in any other place specified in the relevant Final Terms and in the case of payment in euro, a day which is a TARGET 2 Business Day;
- (v) **Local Banking Day** means a day (other than a Saturday and Sunday) on which commercial banks are open for business in the place of presentation of the relevant Note or, as the case may be, Coupon;
- (vi) **euro** means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty;
- (vii) **Euro-zone** means the region comprised of member states of the European Union that have adopted the single currency in accordance with the Treaty;
- (viii) **United States** means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).
- (ix) **TARGET 2 Business day** means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) System is operating;
- (x) **Treaty** means the Treaty on the Functioning of the European Union, as amended,

and, in the case of any of paragraphs (i) to (v) of this Condition 9C.03, as the same may be modified in the relevant Final Terms.

## 10. PRESCRIPTION

- 10.1 Claims against Aegon as Issuer in respect of Bearer Notes, Coupons and in respect of interest will be prescribed unless made within five years after the due date for payment thereof.
- 10.2 In relation to Definitive Notes initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon, any Coupon which would be void upon issue pursuant to Condition 9A.06 or the date for the payment of which would fall after the due date for the redemption of the relevant Note or which would be void pursuant to this Condition 10.
- 10.3 Claims against an Issuer and the Guarantor in respect of Registered Notes (other than in respect of the final redemption amount of Registered Notes) and in respect of interest will be prescribed unless made within five years after the due date for payment. Claims against the Issuer in respect of the final redemption amount of Registered Notes will be prescribed unless made within five years after the due date for payment thereof.

## 11. THE PAYING AGENTS AND THE REGISTRARS

- 11.1 The initial Paying Agents and Registrars and their respective offices are specified below. The Issuer and the Guarantor reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Fiscal Agent) or the Registrar and to appoint additional or other Paying Agents or another Registrar provided that it will at all times maintain (a) a Fiscal Agent, (b) in the case of Registered Notes, a Registrar with a specified office in continental Europe, (c) a Paying Agent (which may be the Fiscal Agent) with a specified office in continental Europe, (d) so long as any

Notes are listed on NYSE Euronext in Amsterdam and/or any other competent listing authority or stock exchange, a Paying Agent (which may be the Fiscal Agent) and a Registrar each with a specified office in the Netherlands and/or in such other place as may be required by such other stock exchange, (e) in the circumstances described in Condition 9A.04, a Paying Agent with a specified office in New York City and (f) if European Council Directive 2003/48/EC or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26 to 27 November 2000 is brought into force a Paying Agent in an EU member state that will not be obliged to withhold or deduct tax pursuant to the Savings Directive. The Paying Agents and the Registrar reserve the right at any time to change their respective offices to some other specified office in the same city. Notice of all changes in the identities or specified offices of the Paying Agent or the Registrar will be given promptly by the Issuer and the Guarantor to the Holders of the Notes in accordance with Condition 14.

- 11.2 The Paying Agents and Registrars act solely as agents of the Issuer and the Guarantor and, save as provided in the Issue and Paying Agency Agreement, do not assume any obligations towards or relationship of agency or trust for any Holder of any Note or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon them in the Issue and Paying Agency Agreement or incidental thereto.

## **12. REPLACEMENT OF NOTES**

If any Note or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent or such Paying Agent or Paying Agents as may be specified for such purpose in the relevant Final Terms (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes), subject to all applicable laws and the requirements of any stock exchange on which the relevant Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement and upon such terms as to evidence, security, indemnity and otherwise as the Issuer, the Guarantor and the Fiscal Agent, the relevant Paying Agent or, as the case may be, the Registrar may require. Mutilated or defaced Notes and Coupons must be surrendered before replacements will be delivered therefor.

## **13. MEETINGS OF HOLDERS**

The Issue and Paying Agency Agreement contains provisions (which shall have effect as if incorporated herein) for convening meetings of the Holders of Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement) of these Terms and Conditions. An Extraordinary Resolution passed at any meeting of the Holders of Notes of any Series will be binding on all Holders of the Notes of such Series, whether or not they are present at the meeting, and on all Holders of Coupons relating to Notes of such Series.

The Fiscal Agent and the Issuer may agree, without the consent of the Holders of Notes, Holders of Talons or Holders of Coupons, to:

- (a) any modification (except as mentioned in the paragraph above) of the Notes, the Talons, the Coupons or the Issue and Paying Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Talons, the Coupons or the Issue and Paying Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of the law.

Any such modification shall be binding on the Holders of Notes, Holders of Talons and Holders of Coupons and any such modification shall be notified to the Noteholders in accordance with Condition 14 as soon as practicable thereafter.

## **14. NOTICES**

Notices to Holders may be given by the delivery of the relevant notice to Euroclear Nederland or Euroclear and Clearstream, Luxembourg, as applicable, except for so long as the Notes are listed on NYSE Euronext in Amsterdam and the rules of Euronext Amsterdam so require, by the delivery of the relevant notice to Euronext Amsterdam and through a press release which will also be made available on the website of the Issuer ([www.aegon.com](http://www.aegon.com)). Any such notice shall be deemed to have been given on the date of the first publication. Any Notice delivered to Euroclear Nederland or Euroclear and Clearstream, Luxembourg, as applicable shall be deemed to have been given to the Holders on the day on which such notice is so delivered.

## **15. FURTHER ISSUES**

The Issuer may, from time to time without the consent of the Holders of any Notes create and issue further Notes, bonds or debentures having the same terms and conditions as such Notes in all respects (or in all respects except for the first payment of interest, if any, on them and/or the denomination thereof) so as to form a single series with the Notes of any particular Series.

## **16. CURRENCY INDEMNITY**

The currency in which the Note is denominated or, if different, payable, as specified in the relevant Final Terms (the **Contractual Currency**) is the sole currency of account and payment for all sums payable by the Issuer or the Guarantor in respect of such Note, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Holder of a Note or Coupon in respect of any sum expressed to be due to it from the Issuer or the Guarantor shall only constitute a discharge to the Issuer or the Guarantor to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Note or Coupon in respect of such Note or Coupon the Issuer or the Guarantor shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer or the Guarantor shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations or the Guarantor's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Note or Coupon and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgment or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a Note or Coupon.

## **17. WAIVER AND REMEDIES**

No failure to exercise, and no delay in exercising, on the part of the Holder of any Note, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right where such rights would, but for such failure or delay, otherwise have existed. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1 The Notes, the Issue and Paying Agency Agreement and any non-contractual obligations arising out of or in connection therewith, are governed by, and shall be construed in accordance with, the laws of the Netherlands.



- 18.2 The Issuer and the Guarantor irrevocably agrees for the benefit of the Holders of the Notes that the courts of the Netherlands shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with the Notes and any non-contractual obligations arising out of or in connection therewith (respectively, **Proceedings** and **Disputes**) and, for such purposes, irrevocably submits to the jurisdiction of such courts.
- 18.3 The submission to the jurisdiction of the courts of The Netherlands shall not (and shall not be construed so as to) limit the right of the Holders of the Notes or any of them to take Proceedings in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

## APPLICABLE FINAL TERMS TO THE NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than EUR 100,000 (or its equivalent in any other currency).*

[Date]

[Aegon N.V./ Aegon Funding Company LLC]

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
[Guaranteed by Aegon N.V.] under the US\$ 6,000,000,000 Programme for the Issuance of Debt  
Instruments**

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 9(viii) of Part B below, provided such person is one of the persons mentioned in Paragraph 9(viii) of Part B below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.]<sup>2</sup>

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any

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<sup>2</sup> Include this legend where a non-exempt offer of Notes is anticipated.

relevant implementing measure in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.]<sup>3</sup>

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 December 2013 [and the supplement[s] to it dated [date] [and [date]]] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitute a base prospectus for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus and the Registration Document. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus and the Registration Document are available for viewing during normal business hours at Aegon N.V., Aegonplein 50, 2591 TV The Hague, The Netherlands and www.aegon.com and copies may also be obtained from such address.

*[The following language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus or Prospectus with an earlier date. In the event the Base Prospectus or Prospectus with an earlier date was not approved for the purpose of the Prospectus Directive (as defined below), the Issuer shall publish a supplement to the current Base Prospectus in respect of this increase and such supplement shall be approved by the relevant listing or other competent authority prior to publication. In addition, depending on the type of notes issued under a first tranche, the Issuer will need to consider effecting the issue by means of a supplement to the Base Prospectus or a stand alone prospectus rather than by Final Terms. A stand alone prospectus will in any event be prepared for an increase of a tranche of an issue where the requirements of Annex XII to the Prospectus Directive Regulation apply.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 17 December 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 17 December 2013, including the Conditions incorporated by reference in the Base Prospectus, [and the supplement[s] to it dated [date] [and [date]]] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitutes a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. A summary of the Notes (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. Copies of such documents are available for viewing during normal business hours at the registered office of the Issuer, currently at Aegonplein 50, 2591 TV The Hague, The Netherlands and www.aegon.com and copies may also be obtained from such address.]

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

- |    |     |           |   |
|----|-----|-----------|---|
| 1. | (a) | Issuer:   | [Aegon N.V./ Aegon Funding Company LLC] |
|    | (b) | Guarantor | [Aegon N.V.]                            |

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<sup>3</sup> Include this legend where only an exempt offer of Notes is anticipated.

2. (a) Series Number: [      ]
- (b) Tranche Number: [      ]
- (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below, which is expected to occur on or about [*date*]][Not Applicable]
3. Specified Currency or Currencies: [      ]
4. Aggregate Nominal Amount:
- (a) Series: [      ]
- (b) Tranche: [      ]
5. Issue Price: [    ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
6. (a) Specified Denominations: [      ]
- (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*
- (N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €[1,000] minimum denomination is not required.)*
- (b) Calculation Amount: [      ]
- (If there is only one Specified Denomination, insert that Specified Denomination. If there is more than one Specified Denomination, insert the highest common factor. N.B. there must be a common factor in the case of two or more Specified Denominations)*
7. (a) Issue Date: [      ]

- (b) Interest Commencement Date: [Issue Date]  
[Not Applicable]  
[specify]  
[[specify] in respect of the [Fixed/Floating] Rate of interest and [specify] in respect of the [Floating/Fixed] Rate of interest] *[if item 11 (Change of Interest Basis) is applicable only. Include both the initial Interest Commencement Date and the date from which change of interest occurs]*  
  
*(N.B. An Interest Commencement Date will not be relevant for certain Notes.)*
8. Maturity Date: [Fixed rate - specify date/  
Floating rate - Interest Payment Date falling in or nearest to [specify month]]
9. Interest Basis: [[ ] per cent. Fixed Rate]  
[[LIBOR/EURIBOR] +/- [ ] per cent. Floating Rate]  
(further particulars specified below)
10. Redemption/Payment Basis: Redemption at par
11. Change of Interest Basis: [Fixed Rate to Floating Rate]  
[Floating Rate to Fixed Rate]  
Change of interest basis from and including [insert date]  
[Not Applicable]
12. Put/Call Options: [Investor Put] (*Unsubordinated Notes only*)  
[Issuer Call]  
[Regulatory Call]  
[Rating Call]  
[(further particulars specified below under item 18 and 19)]
13. (a) Status of the Notes: [Senior/Subordinated]
- (b) [Date [Board] approval for issuance of Notes obtained: [ ]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [[ ] in each year up to and including the Maturity Date]  
(*N.B. This will need to be amended in the case of long or short coupons*)
- (c) Fixed Coupon Amount(s): [ ] per Calculation Amount  
(*Applicable to Notes in definitive form.*)
- (d) Broken Amount(s): [[ ] per Calculation Amount payable on the Interest Payment Date falling in/on [ ]]  
(*Applicable to Notes in definitive form.*) [Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[ ] in each year][Not Applicable]  
(*Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*  
*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))*)
15. Floating Rate Note Provisions [Applicable/Not Applicable]  
(*If not applicable, delete the remaining subparagraphs of this paragraph*)
- (a) Specified Period(s)/Specified Interest Payment Dates: [ ]
- (b) First Interest Payment Date: [ ]
- (c) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (d) Additional Business Centre(s): [ ]
- (e) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (f) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Fiscal Agent): [ ]

(g) Screen Rate Determination:

- Reference Rate and Relevant Financial Centre: Reference Rate: [ ] month  
[LIBOR/EURIBOR/specify other Reference Rate]  
  
Relevant Financial Centre:  
[London/Amsterdam/specify other Relevant Financial Centre]
- Interest Determination Date(s): [ ]  
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- Relevant Screen Page: [ ]  
(In the case of EURIBOR, if not EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

(h) ISDA Determination:

- Floating Rate Option: [ ]
- Designated Maturity: [ ]
- Reset Date: [ ]  
(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)

(i) Margin(s): [+/-] [ ] per cent. per annum

(j) Minimum Rate of Interest: [ ] per cent. per annum

(k) Maximum Rate of Interest: [ ] per cent. per annum

(l) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)]

16. Deferral of Interest on Subordinated Notes: [Applicable/Not Applicable]

- (a) Interest over Arrears of Interest: As set out in Conditions
- (b) Payment of Arrears of Interest: As set out in Conditions

## PROVISIONS RELATING TO REDEMPTION

17. Notice periods for Condition 6.2 (Early Redemption for Taxation Reasons): Minimum period: [ ] days  
Maximum period: [ ] days

18. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Optional Redemption Date(s): [ ]

- (b) Optional Redemption Amount of each Note and method, if any, of calculation of such amount(s): [ ] per Calculation Amount

- (c) If redeemable in part:

- (i) Minimum Redemption Amount: [ ]

- (ii) Maximum Redemption Amount: [ ]

- (d) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days

*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*

19. Investor Put: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

- (a) Optional Redemption Date(s): [ ]

- (b) Optional Redemption Amount of each Note: [ ] per Calculation Amount



(c) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days  
*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*

20. Regulatory Call: [Applicable/Not Applicable]

21. Rating Call: [Applicable/Not Applicable]

22. Final Redemption Amount of each Note: [ ] per Calculation Amount

*(N.B. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. In such event, the Issuer will prepare a stand-alone prospectus which sets out the relevant information in relation to such derivative securities.)*

23. Early Redemption Amount or Early Termination Amount of each Note payable on redemption for taxation reasons, regulatory reasons or rating reasons or on event of default: [ ] per Calculation Amount

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes:

(a) [Form:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 45 days' notice given at any time/only upon an Exchange Event]]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Registered Notes]

[(b) New Global Note: [Yes][No]]

25. Relevant Financial Centre(s): [Not Applicable/*give details*]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 16(d) relates)*
26. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

## RESPONSIBILITY

The Issuer [and the Guarantor] [accepts/accept] responsibility for the information contained in these Final Terms. *[[Relevant third party information]* has been extracted from *[specify source]*. The Issuer [and the Guarantor] [confirms/confirm] that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading].

Signed on behalf of the Issuer:

[Signed on behalf of the Guarantor:]

By: .....  
*Duly authorised*

By: .....  
*Duly authorised*

## PART B – OTHER INFORMATION

- 1. LISTING AND ADMISSION TO TRADING**
- (i) Application for admission to trading has been made to: [     ]
- (ii) Date from which admission is expected to be effective: [     ]
- (iii) Fungible instruments of the same Series admitted to trading on: [     ]

## **2. RATINGS**

Ratings:

[The Notes to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. [Each of [*defined terms*] is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**).]

[*Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.*]

[*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.*]

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

[Save for any fees payable to the Dealers, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

[*(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*]

## **4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer:

[     ]

[*(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*]

[(ii)] Estimated net proceeds: [ ]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[(iii)] Estimated total expenses: [ ]. *[Include breakdown of expenses]*

## 5. YIELD *(Fixed Rate Notes only)*

Indication of yield: [ ]

[Calculated as [ ] on the Issue Date.]

## 6. HISTORIC INTEREST RATES *(Floating Rate Notes only)*

Details of historic and further [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].

## 7. OPERATIONAL INFORMATION

(i) ISIN Code: [ ]

(ii) Common Code: [ ]

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme and Euroclear Nederland and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

(iv) Delivery: Delivery [against/free of] payment

(v) Names and addresses of additional Paying Agent(s) (if any): [ ]

(vi) Deemed delivery of clearing system notices for the purposes of the Condition 14: Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second][business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

[(vii)] Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]

[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 registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the new safekeeping structure (NSS),] *[include this text for Registered Notes which are to*

*be held under the NSS] 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 satisfaction of the Eurosystem eligibility criteria.] [include this text if "yes" selected in which case the Notes must be issued in NGN form]*

## 8. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names and addresses of entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements: [Not Applicable][ ]
- (iii) Material features of the underwriting agreement including the quotas: [ ]
- (iv) Portion of the issue which is not underwritten: [Not Applicable][ ] per cent.]
- (v) Indication of the overall amount underwriting commission and placing commission: [ ]
- (vi) Date of [Subscription] Agreement: [ ]
- (iv) Stabilising Manager(s) (if any): [Not Applicable/give name]
- (v) If non-syndicated, name and address of relevant Dealer: [Name and address]
- (vii) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C (or, with respect to TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) / TEFRA not applicable]
- (viii) Non exempt Offer: [Not Applicable] [An offer of the Notes may be made by the Managers [, [insert names of financial intermediaries receiving consent (specific consent)] [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Non-exempt Offer and who are identified on the Issuer's website]

at  
<http://www.aegon.com/en/Home/Investors/Managing-capital/Debt-Programs/> as an Offeror] (such financial intermediaries, together [with any financial intermediaries granted General Consent], being persons to whom the issuer has given consent, the **Offerors**) other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*] (**Public Offer Jurisdictions**) during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [.] Business Days thereafter"*] (**Offer Period**). See further paragraph 9 below.

The address(es) of the Offeror(s) are as follows:  
 [*insert addresses of relevant financial intermediaries*].

*(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)*

## 9. TERMS AND CONDITIONS OF THE OFFER

*(Delete whole section if there is no Non-exempt Offer)*

Offer Price:	[Issue Price][ <i>specify</i> ]
Conditions to which the offer is subject:	[Not applicable/ <i>give details</i> ]
Offer Period:	See paragraph 8 above
Description of the application process:	[Not applicable/ <i>give details</i> ]
Details of the minimum and/or maximum amount of application:	[Not applicable/ <i>give details</i> ]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not applicable/ <i>give details</i> ]
Details of the method and time limits for paying up and delivering the Notes:	[Not applicable/ <i>give details</i> ]

Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/*give details*]

Whether tranche(s) have been reserved for certain countries: [Not applicable/*give details*]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not applicable/*give details*]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: The Financial Intermediaries identified in or in the manner specified in paragraph 8 above.

## APPLICABLE FINAL TERMS TO THE NOTES

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least EUR 100,000 (or its equivalent in any other currency).*

[Date]

[Aegon N.V./ Aegon Funding Company LLC]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]  
[Guaranteed by Aegon N.V.] under the US\$ 6,000,000,000 Programme for the Issuance of Debt  
Instruments

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 December 2013 [and the supplement[s] to it dated [date] [and [date]]], which together with the Registration Document dated 14 August 2013 constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus and the Registration Document. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. The Base Prospectus and the Registration Document are available for viewing during normal business hours at Aegon N.V., Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.

*[The following language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus or Prospectus with an earlier date. In the event the Base Prospectus or Prospectus with an earlier date was not approved for the purpose of the Prospectus Directive (as defined below), the Issuer shall publish a supplement to the current Base Prospectus in respect of this increase and such supplement shall be approved by the relevant listing or other competent authority prior to publication. In addition, depending on the type of notes issued under a first tranche, the Issuer will need to consider effecting the issue by means of a supplement to the Base Prospectus or a stand alone prospectus rather than by Final Terms. A stand alone prospectus will in any event be prepared for an increase of a tranche of an issue where the requirements of Annex XII to the Prospectus Directive Regulation apply.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 17 December 2013. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State and must be read in conjunction with the Base Prospectus dated 17 December 2013, including the Conditions incorporated by reference in the Base Prospectus, [and the supplement[s] to it dated [date] [and [date]]] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitutes a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. Copies of such documents are available for viewing during normal business hours at the registered office of the Issuer, currently at Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.]



*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

*[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination may need to be €100,000 or its equivalent in any other currency.]*

1. (a) Issuer: [Aegon N.V./ Aegon Funding Company LLC]
  - (b) [Guarantor: [Aegon N.V.]]
  2. (a) Series Number: [ ]
  - (b) Tranche Number: [ ]
  - (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 24 below, which is expected to occur on or about [*date*]] [Not Applicable]
  3. Specified Currency or Currencies: [ ]
  4. Aggregate Nominal Amount:
    - (a) Series: [ ]
    - (b) Tranche: [ ]
  5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
  6. (a) Specified Denominations: [ ]
- (in the case of Registered Notes, this means the minimum integral amount in which transfers can be made)*

*(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:*

*"[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]. No Notes in definitive form will be issued with a denomination above [€199,000]."*<sup>4</sup>

*Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*

*(N.B. If an issue of Notes is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €100,000 minimum denomination is not required.)*

(b) Calculation Amount: [ ]

*(If only one Specified Denomination, insert the Specified Denomination.*

*If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*

7. (a) Issue Date: [ ]

(b) Interest Commencement Date: [Issue Date]

[Not Applicable]

[specify]

*[[specify] in respect of the [Fixed/Floating] Rate of interest and [specify] in respect of the [Floating/Fixed] Rate of interest] [if item 12 (Change of Interest Basis) is applicable only. Include both the initial Interest Commencement Date and the date from which change of interest occurs]*

*(N.B. An Interest Commencement Date will not be relevant for certain Notes.)*

8. Maturity Date: [Fixed rate - specify date/  
Floating rate - Interest Payment Date falling in or nearest to [specify month]]

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<sup>4</sup> Delete if notes being issued are in registered form.

9. Interest Basis: [[ ] per cent. Fixed Rate]  
[[LIBOR/EURIBOR] +/- [ ] per cent. Floating Rate]  
(further particulars specified below)
10. Redemption/Payment Basis: Redemption at par
11. Change of Interest Basis: [Fixed Rate to Floating Rate]  
[Floating Rate to Fixed Rate]  
Change of interest basis from and including [insert date]  
[Not Applicable]
12. Put/Call Options: [Investor Put] (*Unsubordinated Notes only*)  
[Issuer Call]  
[Regulatory Call]  
[Rating Call]  
[(further particulars specified below under item 18 and 19)]
13. (a) Status of the Notes: [Senior/Subordinated]
- (b) [Date [Board] approval for issuance of Notes obtained: [ ]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes or related Guarantee)*

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. Fixed Rate Note Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [[ ] in each year up to and including the Maturity Date]  
*(N.B. This will need to be amended in the case of long or short coupons)*
- (c) Fixed Coupon Amount(s): [ ] per Calculation Amount  
*(Applicable to Notes in definitive form.)*
- (d) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] [Not Applicable]  
  
*(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount)*

- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) [Determination Date(s): [[ ] in each year][Not Applicable]  
*(Insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon*  
*N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA))]*
15. Floating Rate Note Provisions: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Specified Period(s)/Specified Interest Payment Dates: [ ]
- (b) First Interest Payment Date: [ ]
- (c) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
- (d) Additional Business Centre(s): [ ]
- (e) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]
- (f) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Fiscal Agent): [ ]
- (g) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [ ] month [LIBOR/EURIBOR/specify other Reference Rate].  
Relevant Financial Centre: [London/Amsterdam/specify other Relevant Financial Centre]
  - Interest Determination Date(s): [ ]  
*(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*

- Relevant Screen Page: [      ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*

(h) ISDA Determination:

- Floating Rate Option: [      ]
- Designated Maturity: [      ]
- Reset Date: [      ]  
*(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*

(i) Margin(s): [ +/- ] [      ] per cent. per annum

(j) Minimum Rate of Interest: [      ] per cent. per annum

(k) Maximum Rate of Interest: [      ] per cent. per annum

(l) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)]

16. Deferral of Interest on Subordinated Notes: [Applicable/Not Applicable]

(a) Interest over Arrears of Interest: As set out in Conditions

(b) Payment of Arrears of Interest: As set out in Conditions

**PROVISIONS RELATING TO REDEMPTION**

17. Notice periods for Condition 6.2 (Early Redemption for Taxation Reasons): Minimum period: [      ] days  
Maximum period: [      ] days

18. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*

(a) Optional Redemption Date(s): [      ]

(b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [      ] per Calculation Amount

(c) If redeemable in part:

(i) Minimum Redemption [ ]  
Amount:

(ii) Maximum Redemption [ ]  
Amount:

(d) Notice period: Minimum period: [ ] days  
Maximum period: [ ] days

19. Investor Put: [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): [ ]

(b) Optional Redemption Amount: [ ] per Calculation Amount

(c) Notice period: Minimum period: [ ] days  
Maximum period: [ ] days

*(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent)*

[Applicable/Not Applicable]

20. Regulatory Call:

[Applicable/Not Applicable]

21. Rating Call:

22. Final Redemption Amount: [[ ] per Calculation Amount

*(N.B. If the Final Redemption Amount is other than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply. In such event, the Issuer will prepare a stand-alone prospectus which sets out the relevant information in relation to such derivative securities.)*

23. Early Redemption Amount payable on redemption for taxation reasons, regulatory reasons or rating reasons or on event of default: [ ] per Calculation Amount

## GENERAL PROVISIONS APPLICABLE TO THE NOTES

24. Form of Notes:

(a) [Form:]

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 45 days' notice given at any time/only upon an Exchange Event]]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Registered Notes]

*(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 6 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000]." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.)<sup>5</sup>*

(b) [New Global Note:

[Yes][No]]

25. Additional Financial Centre(s):

[Not Applicable/give details]

*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which sub-paragraphs 15(d) relates)*

26. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature):

[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

## RESPONSIBILITY

The Issuer [and the Guarantor] accept[s] responsibility for the information contained in these Final Terms. [[*Relevant third party information*] has been extracted from [*specify source*]. 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 [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of [name of the Issuer]:

[Signed on behalf of [name of the Guarantor]:

By: .....  
*Duly authorised*

By: .....  
*Duly authorised]*

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<sup>5</sup> Delete if the notes being issued are in registered form.

## PART B – OTHER INFORMATION

### 1. LISTING

- (i) Listing and Admission to trading
- (i) Application for admission to trading has been made to: [ ]
- (ii) Date from which admission is expected to be effective: [ ]
- (iii) Fungible instruments of the same Series admitted to trading on: [ ]
- (ii) Estimate of total expenses related to admission to trading: [ ]

### 2. RATINGS

Ratings: [The Notes to be issued [[have been]/[are expected to be]] rated *[insert details]* by *[insert credit rating agency full legal name(s)]* and associated defined terms]. Each of *[defined terms]* is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**).]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer [and the Guarantor] and [its/their] affiliates in the ordinary course of business - *Amend as appropriate if there are other interests*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]*

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

- [(i) Reasons for the offer: [ ]
- [(ii)] Estimated net proceeds: [ ]



[ (iii) ] Estimated total expenses: [   ]

**5. YIELD** (*Fixed Rate Notes only*)

Indication of yield: [   ]

**6. OPERATIONAL INFORMATION**

(i) ISIN Code: [   ]

(ii) Common Code: [   ]

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, société anonyme and Euroclear Nederland and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]

(iv) Delivery: Delivery [against/free of] payment

(v) Names and addresses of additional Paying Agent(s) (if any): [   ]

(vi) Deemed delivery of clearing system notices for the purposes of Condition 14: Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

[(vii) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes] [No]  
[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 registered in the name of a nominee of one of the ICSDs acting as common safekeeper, that is, held under the new safekeeping structure (NSS),] *[include this text for Registered Notes which are to be held under the NSS]* 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 satisfaction of the Eurosystem eligibility criteria.] *[include this text if "yes" selected in which case the Notes must be issued in NGN form]*

**7. DISTRIBUTION**

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated, names of [Not Applicable/*give names*]

Managers:

- (iii) Date of [Subscription] [ ] Agreement:
- (iv) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
- (v) If non-syndicated, name of [Not Applicable/*give name*] relevant Dealer:
- (vi) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C (or, with respect to TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)/TEFRA not applicable]]

## TERMS AND CONDITIONS OF THE CAPITAL SECURITIES

*The following are the Terms and Conditions of the Capital Securities which (subject to completion and minor amendment) will be applicable to each Series of Capital Securities, provided that the relevant Final Terms in relation to any Capital Securities may specify other Terms and Conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace the following Terms and Conditions for the purposes of such capital Securities:*

The Capital Securities are issued in accordance with an amended and restated issue and paying agency agreement (the **Issue and Paying Agency Agreement**, which expression shall include any amendments or supplements thereto) dated 17 December 2013 and made between, *inter alia*, Aegon N.V. (the **Issuer**), Citibank, N.A., London Branch in its capacity as Fiscal Agent (the **Fiscal Agent**, which expression shall include any successor to Citibank, N.A., London Branch in its capacity as such) and the Paying Agents named therein (the **Paying Agents**, which expression shall include the Fiscal Agent and any substitute or additional Paying Agents appointed in accordance with the Issue and Paying Agency Agreement). Copies of the Issue and Paying Agency Agreement are available for inspection at the specified office of each of the Paying Agents. All persons from time to time entitled to the benefit of obligations under any Capital Securities shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement insofar as they relate to the relevant Capital Securities.

The Capital Securities are issued in series (each, a **Series**), and each Series may comprise one or more tranches (**Tranches** and each, a **Tranche**) of Capital Securities. Each Tranche will be the subject of the Final Terms (each, the Final Terms), a copy of which will, in the case of a Tranche in relation to which application has been made for admission to NYSE Euronext in Amsterdam be lodged with Euronext Amsterdam N.V. (**Euronext Amsterdam**) and will be available for inspection at the specified office of the Fiscal Agent.

The Capital Securities are constituted by the Trust Deed. The statements in these Terms and Conditions include summaries of, and are subject to, the detailed provisions of the Trust Deed. Copies of the Trust Deed are available for inspection during normal business hours by the Holders at the specified office of the Trustee and at the specified office of each of the Paying Agents. The Holders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Deed and the Issue and Paying Agency Agreement applicable to them.

References in these Terms and Conditions to **Securities** are to Capital Securities of the relevant Series.

### 1. FORM, DENOMINATION AND TITLE

#### (a) Form and Denomination

The Securities are in bearer form and shall be in denominations as indicated in the applicable Final Terms. The Securities will be represented by a Temporary Global Security which is exchangeable for a Permanent Global Security (each a **Global Security**) without interest coupons. Unless specified otherwise in the Final Terms, each Global Security will be deposited with Nederlands Centraal Instituut voor giraal Effectenverkeer B.V. (**Euroclear Nederland**) and thereby become subject to the Dutch Securities Giro Transfer Act (*Wet Giraal Effectenverkeer*, **WGE**). Unless specified otherwise in the Final Terms, the Global Security will not be exchangeable for definitive bearer Securities.

#### (b) Transfer and Title

Unless specified otherwise in the Final Terms, interests in a Global Security will be transferable only in accordance with the provisions of the WGE and the rules and procedures for the time being of Euroclear Nederland and its participants (*aangesloten instellingen*) and all transactions in (including transfer of) Securities, in the open market or otherwise must be effected through participants of Euroclear Nederland. The bearer of a Global Security will be the only person entitled to receive payments in respect of such Global

Security. Each person who is for the time being shown in the records of Euroclear Nederland or any of its participants as the holder of a particular nominal amount of such Securities (in which regard any certificate or other document issued by Euroclear Nederland or such participant as to the nominal amounts 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 Paying 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 a Global Security shall be treated by the Issuer and the Paying Agent as the holder of such Securities in accordance with and subject to the terms of the Global Security.

## **2. STATUS**

### **(a) Status and Subordination of the Securities**

The Securities constitute direct, unsecured, subordinated securities of the Issuer and rank *pari passu*, without any preference among themselves, with the Parity Securities. The rights and claims of the Holders under the Securities are subordinated to the claims of present and future creditors of the Issuer (i) who are unsubordinated creditors of the Issuer, or (ii) whose claims are, or are expressed to be, subordinated (whether only in the event of the bankruptcy, winding-up or moratorium (*faillissement, vereffening na ontbinding or surseance van betaling*) of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise, or (iii) who are subordinated creditors of the Issuer other than (x) those whose claims are, or are expressed to rank, *pari passu* with the claims of the Holders (including, but not limited to, Parity Securities) and (y) those whose claims relate to Junior Securities.

### **(b) (i) Condition of Payment by the Issuer prior to becoming subject to Capital Adequacy Regulations**

Payments in respect of the Securities (and using the proceeds of the issue of Payment Capital Securities in accordance with Condition 6) are conditional upon the Issuer being Solvent at the time of payment (or at the time of using the proceeds of issue of such Payment Capital Securities) by the Issuer in that no principal or Payments shall be due and payable in respect of the Securities (including using the proceeds of the issue of Payment Capital Securities in accordance with Condition 6) except to the extent that the Issuer could make such payment (or using the proceeds of such issue of Payment Capital Securities) and still be Solvent immediately thereafter.

For the purposes of this Condition 2(b)(i) any reference to a payment by the Issuer in respect of a Security shall be deemed to include a redemption or purchase of such Security by the Issuer.

### **(ii) Condition of Payment by the Issuer after having become subject to Capital Adequacy Regulations**

Payments in respect of the Securities (and using the proceeds of the issue of Payment Capital Securities in accordance with Condition 6) are conditional upon the Issuer not being subject to a Regulatory Event at the time of payment (or at the time of using the proceeds of issue of such Payment Capital Securities) in that no principal or Payments shall be due and payable in respect of the Securities (including using the proceeds of the issue of Payment Capital Securities in accordance with Condition 6) except to the extent that the Issuer is not subject to a Regulatory Event and could make such payment (or using the proceeds of such issue of Payment Capital Securities) and still not be subject to a Regulatory Event.

For the purposes of this Condition 2(b)(ii) any reference to a payment by the Issuer in respect of a Security shall be deemed to include a redemption or purchase of such Security by the Issuer.

(c) **Winding-Up Claims of the Issuer**

Amounts in respect of principal or Payments in respect of which the conditions referred to in Condition 2(b)(i) or 2(b)(ii), as applicable, are not satisfied on the date upon which the same would otherwise be due and payable and have since not been paid (**Winding-Up Claims**) will be payable by the Issuer in a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer as provided in Condition 3 or on any redemption pursuant to Condition 7(b), 7(c) or 7(d). A Winding-Up Claim shall not bear interest.

(d) **Set-off**

Subject to applicable law, no Holder may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Securities and each Holder shall, by virtue of being the holder of any Security, be deemed to have waived all such rights of set-off.

**3. BANKRUPTCY AND WINDING-UP**

- (i) If at any time an order is made, or an effective resolution is passed, for the bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer (except in any such case a solvent winding-up solely for the purpose of a reconstruction or amalgamation or the substitution in place of the Issuer of a successor in business (as defined in the Trust Deed) of the Issuer, the terms of which reconstruction, amalgamation or substitution (a) have previously been approved in writing by the Trustee or by an Extraordinary Resolution (as defined in the Trust Deed), and (b) do not provide that the securities shall thereby become payable), Holders shall be entitled to a Winding-Up Claim in respect of each Security, subject to Condition 2(c).
- (ii) The Securities will rank on a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer in priority to distributions on all classes of share capital of the Issuer and will rank *pari passu*, without any preference among themselves, with the Parity Securities but will be subordinated in right of payment to the claims of Senior Creditors of the Issuer.
- (iii) In a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer, Holders of the Securities will only have a claim for payment in full or part of principal and Deferred Coupon Payments, if any, to the extent that distributable assets of the Issuer are sufficient to pay in full or part such amount of principal and such Deferred Coupon Payments.
- (iv) In a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer, to the extent the Issuer would be unable to satisfy in full any Deferred Coupon Payment using the Alternative Coupon Satisfaction Mechanism as a result of the limitation imposed by the threshold as described in Condition 6(f), the obligations of the Issuer in respect of an amount of principal under the Capital Securities equal to such part of Deferred Coupon Payments that the Issuer is unable to satisfy using the Alternative Coupon Satisfaction Mechanism as a result of that limitation, shall rank effectively, from a financial point of view, *pari passu* with Common Shares.

**4. DEFERRALS**

The Issuer must make each Coupon Payment on the relevant Coupon Payment Date subject to and in accordance with these Terms and Conditions. Without prejudice to the generality of Condition 2 and Subject to Condition 4(d), the Issuer must or may defer a Coupon Payment and any other Payment in the following circumstances:

(a) **Required Deferral of Payments prior to the Issuer becoming subject to Capital Adequacy Regulations**

- (i) If the Issuer determines on the 20th Business Day preceding the date on which any Payment (such term does not include principal) would in the absence of deferral in accordance with this Condition 4, be due and payable that it is not Solvent or that payment of the relevant Payment, or part thereof would result in the Issuer becoming not Solvent, the Issuer must (subject to Condition 6) defer such Payment or such part thereof, as the case may be, by giving notice (a **Deferral Notice**) to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to such date.

If, following the deferral of a Payment by the Issuer under this Condition 4(a)(i), the Required Deferral Condition is no longer met on the 20th Business Day preceding a Coupon Payment Date, then the Issuer shall satisfy such Payment on the relevant Deferred Coupon Satisfaction Date having given, not less than 16 Business Days prior to the Deferred Coupon Satisfaction Date, notice to the Trustee, the Holders and the Calculation Agent that it will satisfy such Payment on such date.

- (ii) However, the Issuer shall not satisfy such Payment on the relevant Deferred Coupon Satisfaction Date referred to in Condition 4(a)(i) above, if:
- (1) it has previously elected to satisfy such Payment earlier (provided that, at the time of satisfying such payment, the Required Deferral Condition is no longer met) by delivering a notice to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to the relevant Deferred Coupon Satisfaction Date that it will satisfy such Payment on such date; or
- (2) it validly elects to defer under Condition 4(c) the Payment which would otherwise have been satisfied under Condition 4(a)(i).
- (iii) If any Payment is deferred pursuant to Condition 4(a)(i) then no amount will be payable by way of interest on any such deferred Payment, save as provided in Condition 6(e).

Any such deferred Payment shall be satisfied from the proceeds of the issue of Payment Capital Securities in accordance with Condition 6.

(b) **Required Deferral of Payment after the Issuer having become subject to Capital Adequacy Regulations**

- (i) If the Issuer determines on the 20th Business Day preceding the date on which any Payment (such term does not include principal), would in the absence of deferral in accordance with this Condition 4, be due and payable, that it is subject to a Regulatory Event or that payment of the relevant Payment, or part thereof would result in the Issuer becoming subject to a Regulatory Event, the Issuer must (subject to Condition 6) defer such Payment or such part thereof, as the case may be, by giving a notice (also a **Deferral Notice**) to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to such date.

If, following the deferral of a Payment by the Issuer under this Condition 4(b)(i), the Required Deferral Condition is no longer met on the 20th Business Day preceding a Coupon Payment Date, then the Issuer shall satisfy such Payment on the relevant Deferred Coupon Satisfaction Date having given, not less than 16 Business Days prior

to the Deferred Coupon Satisfaction Date, notice to the Trustee, the Holders and the Calculation Agent that it will satisfy such Payment on such date.

- (ii) However, the Issuer shall not satisfy such Payment on the relevant Deferred Coupon Satisfaction Date referred to in Condition 4(b)(i) above, if:
  - (1) it has previously elected to satisfy such Payment earlier (provided that, at the time of satisfying such payment, the Required Deferral Condition is no longer met) by delivering a notice to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to the relevant Deferred Coupon Satisfaction Date that it will satisfy such Payment on such date; or
  - (2) it validly elects to defer under Condition 4(c) the Payment which would otherwise have been satisfied under Condition 4(b)(i).
- (iii) If any Payment is deferred pursuant to Condition 4(b)(i), then no amount will be payable by way of interest on any such deferred Payment, save as provided in Condition 6(d).

Any such deferred Payment shall be satisfied from the proceeds of the issue of Payment Capital Securities in accordance with Condition 6.

**(c) Optional Deferral of Payments**

- (i) Subject to Condition 4(d), the Issuer may in respect of any Payment which would, in the absence of deferral in accordance with this Condition 4, be due and payable, defer all or part of such Payment by giving a notice (also a **Deferral Notice**) to the Trustee, the Fiscal Agent, the Calculation Agent and the Holders not less than 16 Business Days prior to the relevant due date. Subject to Condition 4(d), the Issuer may then satisfy any such Payment at any time by means of an issue of Payment Capital Securities in accordance with Condition 6 upon delivery of a notice to the Trustee, the Fiscal Agent and the Calculation Agent not less than 16 Business Days prior to the relevant Deferred Coupon Satisfaction Date informing them of its election to so satisfy such Payment and specifying the relevant Deferred Coupon Satisfaction Date.
- (ii) If any Payment is deferred pursuant to this Condition 4(c) then such deferred Payment shall bear interest at the Applicable Coupon Rate from (and including) the date on which (but for such optional deferral) the Deferred Coupon Payment would otherwise have been due to be made to (but excluding) the relevant Deferred Coupon Satisfaction Date.
- (iii) The Issuer may give a Deferral Notice under this Condition 4(c) in its sole discretion and for any reason, except that a Deferral Notice as to a Payment required to be made pursuant to (i), (ii) or (iii) under (d) below shall have no force or effect.

**(d) Dividend Pusher; Mandatory Payments**

If the Issuer has deferred Payments pursuant to Conditions 4(a), 4(b) or 4(c) above, the Issuer will be required to make payments on the Securities in the following circumstances:

- (i) Subject to Condition 2(b), if a Mandatory Payment Event occurs then all Deferred Coupon Payments will become mandatorily due and payable in full on the date of the Mandatory Payment Event in accordance with the provisions of Condition 6. The

Issuer may satisfy its obligations to pay such Deferred Coupon Payment only in accordance with the Alternative Coupon Satisfaction Mechanism.

- (ii) Subject to Condition 2(b), if a Mandatory Payment Event occurs, then the Coupon Payments payable on the next number of Coupon Payment Dates as specified in the Final Terms will be mandatorily due and payable in full on the relevant consecutive Coupon Payment Dates, subject to the occurrence of the Required Deferral Condition at the time such payment would otherwise have to be made. If the Mandatory Payment Event is a payment on a Junior Security and is in each case a payment in respect of a semi annual dividend, then the Coupon Payments payable on only the next number of Coupon Payment Dates as specified in the Final Terms will be mandatorily due and payable in full on such Coupon Payment Dates, notwithstanding any Deferral Notice as to such Coupon Payments or the occurrence or continuance of any Required Deferral Condition. The Issuer is permitted, but shall not be required, to satisfy its obligation to make the Coupon Payment payable on such Coupon Payment Date in accordance with the Alternative Coupon Satisfaction Mechanism.

- (e) Any Coupon Payment deferred by the Issuer in accordance with this Condition 4 shall be at the disposal of the Issuer.

## **5. COUPON PAYMENTS**

### **(a) Coupon Payment Dates**

The Securities bear interest from (and including) the Issue Date. Such interest will (subject to Conditions 2(b)(i), 2(b)(ii), 4(a), 4(b), 4(c), 6(d) and 6(f)) be payable in arrear on each Coupon Payment Date as indicated in the Final Terms. The interest rate may change from Fixed Rate to Variable Rate and from Variable Rate to Fixed Rate. Each Security will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest at the prevailing rate in accordance with this Condition (both before and after judgment) as provided in the Trust Deed.

If any Coupon Payment Date would otherwise fall on a day which is not a Business Day it shall, unless specified otherwise in the Final Terms, be postponed to the next Business Day unless it would then fall into the next calendar month in which event the Coupon Payment Date shall be brought forward to the preceding Business Day and after the foregoing each subsequent Coupon Payment Date is the last Business Day of the month which falls three months after such Coupon Payment Date. The amount of the relevant Coupon Payment shall not be adjusted as a result.

### **(b) Fixed Coupon Rate**

Securities in relation to which this Condition 5(b) is specified in the relevant Final Terms as being applicable, shall bear a fixed rate interest at the Coupon Rate per annum as specified in the Final Terms.

### **(c) Floating or Variable Coupon Rate**

Securities in relation to which this Condition 5(c) is specified in the relevant Final Terms as being applicable, shall bear a floating or variable interest at the Coupon Rate per Coupon Period as specified in the relevant Final Terms and determined in accordance with Condition 5(d).

### **(d) Determination of Coupon Rate and Coupon Amounts**

The Calculation Agent will, upon the determination of each Coupon Rate pursuant to Condition 5(c), calculate the Coupon Amount and cause the Coupon Rate and each Coupon Amount payable in



respect of a Coupon Period to be notified to the Trustee, the Issuer, the Fiscal Agent, Euronext Amsterdam, and the Holders as soon as possible after their determination but in no event later than the fourth Business Day thereafter.

Unless specified otherwise in the relevant Final Terms, the amount of interest payable for any period will be computed on the basis of a 360-day year of twelve 30-day months.

**(e) Determination or Calculation by Trustee**

If the Calculation Agent does not at any time for any reason (i) determine the Coupon Rate in accordance with Conditions 5(c) or (ii) calculate a Coupon Amount in accordance with Condition 5(d), the Trustee or an agent on its behalf shall do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, the Trustee or such agent shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it or such agent can do so, and in all other respects it or such agent shall do so in such manner as it shall deem fair and reasonable in all the circumstances. All determinations or calculations made or obtained for the purposes of the provisions of this Condition 5(e) by or on behalf of the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the Paying Agents and all Holders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Holders shall attach to the Trustee in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

**6. ALTERNATIVE COUPON SATISFACTION MECHANISM**

**(a) Alternative Coupon Satisfaction Mechanism**

If any Deferred Coupon Payment (with any interest accrued on such Deferred Coupon Payment, as applicable) is to be made, it will be satisfied using the Alternative Coupon Satisfaction Mechanism.

In addition, the Issuer may elect at any time to satisfy its obligation to make any Payment (other than Deferred Coupon Payments and a payment of principal) to Holders by using the Alternative Coupon Satisfaction Mechanism. **Alternative Coupon Satisfaction Mechanism** means that the relevant payment is satisfied from the proceeds of the issue of such amount of Payment Capital Securities for cash as required to provide enough cash for the Issuer to make full payments on the Securities in respect of the relevant Payment, in accordance with and subject to the following provisions of this Condition 6.

Investors will always receive payments made in respect of Securities in cash.

If the Issuer uses the Alternative Coupon Satisfaction Mechanism, the Issuer shall notify the Trustee and the Fiscal Agent not less than 16 Business Days prior to the relevant Coupon Payment Date. In the absence of or save to the extent of such issue, subject to Condition 4(a) or 4(b) (Required Deferral of Payments) and Condition 4(c) (Optional Deferral of Payments), Payments must be satisfied in accordance with Condition 8(a).

**(b) Issue of Payment Capital Securities**

If any Payment is to be satisfied in accordance with the Alternative Coupon Satisfaction Mechanism then, subject to Conditions 6(d) and 6(f):

- (i) by close of business on or before the seventh Business Day prior to the relevant Coupon Payment Date or Deferred Coupon Satisfaction Date the Issuer will have authorised for issue such number of Payment Capital Securities as, in the determination of the Issuer, have a

market value of not less than the relevant Payment to be satisfied in accordance with this Condition 6; and

- (ii) if, after the operation of the above procedures, there would in the opinion of the Issuer be a shortfall on the date on which the relevant Payment is due, the Issuer shall issue further Payment Capital Securities in accordance with the provisions of the Trust Deed to ensure that a sum at least equal to the relevant Payment is available to make the Payment in full on the relevant due date provided that if, despite the operation of the aforementioned provisions, such a shortfall exists on the relevant due date the Issuer will continue to issue Payment Capital Securities until the Fiscal Agent shall have received funds equal to the full amount of such shortfall.

**(c) Receipt of cash proceeds in respect of Issue of Payment Capital Securities satisfies Payment**

Where the Issuer either elects or is required to make a Payment hereunder by using the proceeds of an issue of Payment Capital Securities and in accordance with its obligations under the Trust Deed issues such Payment Capital Securities, the cash proceeds of such issue shall, subject to Condition 6(b)(ii) and 6(d), be used to satisfy the relevant Payment or, as the case may be, in the circumstances referred to in Condition 6(d) below, the relevant part of such Payment. The proceeds of sale of Payment Capital Securities in accordance with this Condition 6 shall be paid by the Fiscal Agent to the Holders in respect of the relevant Payment.

**(d) Market Disruption**

Notwithstanding the provisions of Condition 6(b), if there exists, in the opinion of the Issuer a Market Disruption Event on or after the 15th Business Day preceding any date upon which a Payment is due to be made or satisfied in accordance with this Condition 6, then the Issuer may give a notice to the Trustee, the Fiscal Agent and the Holders as soon as possible after the Market Disruption Event has arisen or occurred, whereupon the relevant Payment shall be deferred until such time as (in the opinion of the Issuer) the Market Disruption Event no longer exists.

Any such deferred Payment or part thereof will be satisfied as soon as practicable following such time as the Market Disruption Event no longer exists. Interest shall not accrue on such deferred Payment or part thereof unless, as a consequence of the existence of a Market Disruption Event, the Issuer does not make the relevant Payment or part thereof for a period of 14 days or more after the due date therefor, in which case interest shall accrue on such deferred Payment or part thereof from (and including) the date on which the relevant Payment or part thereof was due to be made to (but excluding) the date on which such Payment or part thereof is made. Any such interest shall accrue at the rate provided for in Condition 5 and shall be satisfied only in accordance with this Condition 6 and as soon as reasonably practicable after the relevant deferred Payment is made.

**(e) Issuer certification to Trustee**

The Issuer will certify to the Trustee that the proceeds used to make any Deferred Coupon Payment have been funded through the issue of Payment Capital Securities which will provide the cash amount due in respect of the Deferred Coupon Payment.

**(f) Limitations in connection with Alternative Coupon Satisfaction Mechanism**

The Issuer may for the purposes of satisfying any Deferred Coupon Payment in accordance with the Alternative Coupon Satisfaction Mechanism, only place such number of Payment Capital Securities in any 12 month period (a) as, in the case of Common Shares, does not exceed 2.00 per cent of the number of issued Common Shares in the capital of the Issuer at the relevant date, or (b) in the case of Non-callable Securities, the aggregate issue amount whereof does not exceed (I) 2.00 per cent. of the value of the Shareholders' Equity of the Issuer as per the Issuer's latest audited consolidated

financial statements, and (II) 25.00 per cent. of the aggregate issue amount of the relevant series of Capital Securities as at the Issue Date. For the avoidance of doubt, any Deferred Coupon Payments not satisfied shall not be cancelled but remain outstanding and become due and payable at redemption or in a bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer.

**(g) Alternative Coupon Satisfaction Mechanism Period**

The Issuer must in all circumstances settle any Deferred Coupon Payment by way of the Alternative Coupon Satisfaction Mechanism. The Issuer shall use its best efforts to satisfy any Deferred Coupon Payment within a period of five years (the **Alternative Coupon Satisfaction Mechanism Period**) following the relevant Deferred Coupon Satisfaction Date, by way of the Alternative Coupon Satisfaction Mechanism as described in and subject to the provisions of this Condition 6. If at the end of any Alternative Coupon Satisfaction Mechanism Period in respect of any Deferred Coupon Payment the Issuer has been unable to satisfy such Deferred Coupon Payment in full by way of the Alternative Coupon Satisfaction Mechanism, the obligations of the Issuer to satisfy such Deferred Coupon Payment or part thereof will continue to exist, subject to Conditions 2 and 3.

**7. REDEMPTION, CONVERSION, SUBSTITUTION AND PURCHASES**

**(a) No Fixed Redemption Date**

The Securities are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall (subject to the provisions of Conditions 2 and 3 and without prejudice to the provisions of Condition 11) only have the right to repay them in accordance with the following provisions of this Condition 7.

**(b) Issuer's Call Option**

Subject to Condition 2(b)(i) or 2(b)(ii), as applicable, and the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations, the Issuer may, by giving not less than 30 nor more than 60 days' notice to the Holders in accordance with Condition 15 and to the Fiscal Agent and the Trustee, which notice shall be irrevocable, elect to redeem all, but not some only, of the Securities on the Coupon Payment Date falling on the date specified as such in the Final Terms and any Coupon Payment Date thereafter at the Optional Redemption Amount specified in the Final Terms together with any Outstanding Payments.

**(c) Redemption due to Taxation**

If the Issuer satisfies the Trustee immediately prior to the giving of the notice referred to below that, on the next due date for a Coupon Payment:

- (i) the Issuer would, for reasons outside its control, be unable to make such payment without being required to pay additional amounts as provided or referred to in Condition 10; or
- (ii) payments of amounts in respect of interest on the Securities including, for the avoidance of doubt, from the proceeds of the issue of Payment Capital Securities pursuant to Condition 6, may be treated as 'distributions' within the meaning of Section II of the Dividend Withholding Tax Act 1965 (*Wet op de dividendbelasting 1965*) (or such other Section and/or Act as may from time to time supersede or replace Section II of the Dividend Withholding Tax Act 1965 for the purposes of such definition) and such requirement or circumstance cannot be avoided by the Issuer taking such measures as it (acting in good faith) deems appropriate; or

- (iii) as a result of any change in or proposed change in, or amendment to or proposed amendment to, the laws of the Netherlands or any political subdivision or authority thereof having power to tax, or any change in or proposed change in the application of official or generally published interpretation of such laws, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such law or regulations that differs from the previously generally accepted position in relation to similar transactions or which differs from any specific written confirmation given by a tax authority in respect of the Securities, which change or amendment becomes, or would become, effective, or in the case of a change or proposed change in law if such change is enacted (or, in the case of a proposed change, is expected to be enacted) by Act of Parliament or made by Statutory Instrument on or after the Issue Date of the relevant Securities, there is more than an insubstantial risk that the Issuer will not obtain full or substantially full relief for the purposes of Dutch corporation tax for any payment of interest including, for the avoidance of doubt, where the payment of interest is to be satisfied from the proceeds of the issue of Payment Capital Securities,

then the Issuer may (and subject to Condition 2(b)(i) or 2(b)(ii), as applicable and the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations), having given not less than 30 nor more than 60 days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 15, the Holders (which notice shall be irrevocable), redeem, in accordance with these Terms and Conditions, at any time all, but not some only, of the Securities at the Early Redemption Amount specified in the Final Terms together with any Outstanding Payments.

Prior to the publication of any notice of redemption pursuant to this Condition 7(c), the Issuer shall deliver to the Trustee a certificate signed by a member of the Executive Board of the Issuer stating that the relevant requirement or circumstance referred to in paragraphs (i), (ii) or (iii) above is satisfied and the Trustee shall accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Holders.

**(d) Redemption or Conversion for Regulatory Purposes (Regulatory Call)**

If, at the time the Issuer becomes subject to Capital Adequacy Regulations, securities of the nature of the Securities cease to qualify as own funds and, if own funds is divided into tiers, core capital (tier 1 capital or equivalent), for the purposes of determination of its solvency margin, capital adequacy ratios or comparable margins or ratios under such Capital Adequacy Regulations, then, subject to the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations,

- (i) the Issuer may (subject to Condition 2(b)(ii)), having given not less than 30 nor more than 60 days' notice to the Trustee, the Fiscal Agent and, in accordance with Condition 15, the Holders (which notice shall be irrevocable) redeem, in accordance with these Terms and Conditions, at any time all, but not some only, of the Securities at the Early Redemption Amount specified in the Final Terms together with any Outstanding Payments; or
- (ii) subject to compliance with applicable regulatory requirements, the Issuer may at any time convert or exchange the Securities in whole (but not in part) into or for another series of capital securities of the Issuer having materially the same terms as the Securities except that such capital securities may have a non-cumulative character and that such capital securities may, but do not need to, have an alternative coupon satisfaction mechanism, provided that any Outstanding Payments are satisfied at the time of conversion or exchange of the Securities. The Issuer is permitted to satisfy its obligation to pay any Deferred Coupon Payment due upon conversion or exchange only in accordance with the Alternative Coupon Satisfaction Mechanism. Any conversion of the Securities into another series of capital

securities under this paragraph (d)(ii) shall be made on not less than 30 nor more than 60 days' notice to the Holders.

**(e) Substitution Event**

If at any time a Substitution Event has occurred and is continuing, subject to compliance with applicable regulatory requirements (including the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations), the Issuer may cause substitution of all, but not some only, of the Securities for non-callable securities of the Issuer having materially the same terms as the Securities, except that such securities may have a non-cumulative character and that such securities may, but do not need to, have an alternative coupon satisfaction mechanism.

**(f) Purchases**

The Issuer may (subject to Condition 2(b)(i) or 2(b)(ii), as applicable and subject to the Issuer having received the prior approval of the Relevant Supervisory Authority if required pursuant to the Capital Adequacy Regulations) at any time purchase Securities in any manner and at any price.

**(g) Cancellation**

Cancellation of any Securities will be effected by reduction in the principal amount of the Global Security and such cancelled Securities may not be reissued or resold. Securities purchased by the Issuer may be held, reissued, resold or, at the option of the Issuer, be cancelled by decreasing the number of Securities represented by the Global Security by an equal number. The obligations of the Issuer in respect of any such Securities shall be discharged.

**(h) Intention to replace**

It is the Issuer's intention that if it redeems Capital Securities in whole (but not in part) for any reason in accordance with this Condition 7, it or any of its subsidiaries will have raised funds in the period of six (6) months preceding such redemption through the issuance, in an aggregate amount at least equal to the aggregate issue amount of the relevant series of Capital Securities, of any class of shares or any class of securities the conditions whereof are substantially similar to the Capital Securities so replaced in relation to maturity, settlement, deferral of payments and replacement, such that these shares or securities have at least the same equity-like characteristics.

**8. PAYMENTS**

**(a) Method of Payment**

(i) Payments of principal and Coupon Amounts and all other payments on or in respect of the Securities will be in the applicable currency and will be calculated by the Calculation Agent and effected through the Paying Agents. Payments of redemption amounts and interest in respect of the Securities will, subject as set out below, be made against presentation for endorsement and, if no further payment falls to be made in respect of the Securities, surrender of the Global Security to the order of the Paying Agent. A record of each payment will be endorsed on the appropriate part of the schedule to the Global Security by or on behalf of the Paying Agent, which endorsement shall be prima facie evidence that such payment has been made in respect of the Securities.

(ii) The names of the initial Paying Agents and their initial specified offices are set out below. The Issuer reserves the right, subject to the prior written approval of the Trustee at any time to vary or terminate the appointment of any Paying Agent and to appoint additional or other Paying Agents provided that it will at all times maintain (aa) a Paying Agent having a

specified office in the Netherlands (bb) for so long as the Securities are listed on NYSE Euronext in Amsterdam, or any other stock exchange or regulated securities market and the rules of such exchange or securities market so require, a Paying Agent having a specified office in such location as the rules of such exchange or securities market may require and (cc) a Paying Agent in a Member State of the European Union that will not be obliged to withhold or deduct tax pursuant to the European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive. Notice of any such termination or appointment and of any change in the specified offices of the Paying Agents will be given to the Holders in accordance with Condition 15.

**(b) Payments subject to fiscal laws**

All payments made in accordance with these Terms and Conditions will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 10 and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

**(c) Payments on Payment Business Days**

A Global Security may only be presented for payment on a day (other than a Saturday or a Sunday) on which (i) commercial banks are open for general business in Amsterdam and, if different, in the place of the specified office of the relevant Paying Agent to whom such Global Security is presented for payment and in any Additional Financial Centre specified in the Final Terms and (ii) the Trans-European Real-time Gross settlement Express Transfer (TARGET 2) System is operating.

No further interest or other payment will be made as a consequence of the day on which a Global Security may be presented for payment under this paragraph falling after the due date.

**9. NON-PAYMENT WHEN DUE**

*Notwithstanding any of the provisions below in this Condition 9, the right to institute bankruptcy proceedings is limited to circumstances where payment has become due. Pursuant to Condition 2(b)(i) and 2(b)(ii) and subject as provided in the next sentence no principal or Payment will be due by the Issuer if the Issuer is not Solvent or would not be Solvent if payment of such principal or Payment was made. Also, in the case of any Payment, such Payment will not be due if the Issuer has elected to defer that Payment pursuant to Condition 4(a), 4(b) or 4(c) or if the circumstances referred to in any of Conditions 6(d) or 6(f) then apply.*

*The Trust Deed contains provisions entitling the Trustee to claim from the Issuer, inter alia, the fees, expenses and liabilities incurred by it in carrying out its duties under the Trust Deed. The restrictions on commencing proceedings described below will not apply to any such claim.*

- (a) If the Issuer shall not make a payment in respect of the Securities for a period of 14 days or more after the date on which such payment is due, the Issuer shall be deemed to be in default under the Trust Deed and the Securities, and the Trustee may, notwithstanding the provisions of paragraph (b) of this Condition 9, institute proceedings in the Netherlands (but not elsewhere) for the bankruptcy (*faillissement*) of the Issuer.
- (b) Subject as provided in Condition 9, the Trustee may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed, the Securities (other than for the payment of any principal or satisfaction of any Payments in respect of the Securities, including any payment under clause 2.6 of the Trust Deed) provided that the Issuer shall not by virtue of the institution of any such

proceedings be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it.

- (c) The Trustee shall not be bound to take any of the actions referred to in paragraph (a) or (b) above against the Issuer to enforce the terms of the Trust Deed or the Securities unless (i) it shall have been so requested by an Extraordinary Resolution or in writing by the holders of at least one-fifth in principal amount of the Securities then outstanding and (ii) it shall have been indemnified to its satisfaction.
- (d) No Holder shall be entitled to proceed directly against the Issuer, or to institute proceedings for the bankruptcy (*faillissement*) of the Issuer or to prove in such winding-up unless the Trustee, having become so bound to proceed or being able to prove in such winding-up, fails to do so within a reasonable period and such failure shall be continuing, in which case the Holder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise. No remedy against the Issuer shall be available to the Trustee or any Holder (i) for the recovery of amounts owing in respect of the Securities (including any payment under clause 2.6 of the Trust Deed), other than the institution of proceedings in the Netherlands (but not elsewhere) for the bankruptcy (*faillissement*) of the Issuer and/or proving in such bankruptcy (*faillissement*) and (ii) for the breach of any other term under the Trust Deed, the Securities other than as provided in paragraph (b) above.

## **10. TAXATION**

- (a) All payments by the Issuer of principal, Coupon Amounts, Deferred Coupon Payments, Accrued Coupon Payments and Winding-Up Claims in respect of the Securities will be made without withholding of or deduction for, or on any account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed or levied by or on behalf of the Netherlands or any political subdivision thereof or by any authority therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law. In that event the Issuer will pay such additional amounts as may be necessary in order that the net amounts receivable by Holders after such withholding or deduction shall equal the respective amounts of principal and interest which would have been receivable in respect of the Securities in the absence of such withholding or deduction, except that no such additional amounts shall be payable in relation to any payment with respect to any Security:
  - (i) to or to a third party on behalf of a Holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Security by reason of such Holder or, as the case may be, having some connection with the Netherlands other than the mere holding of such Security; or
  - (ii) to, or to a third party on behalf of, a Holder if such withholding or deduction may be avoided by complying with any statutory requirement or by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
  - (iii) to, or to a third party on behalf of, a Holder, that is a partnership, or a Holder, that is not the sole beneficial owner of the Security or which holds the Security in a fiduciary capacity, to the extent that any of the members of the partnership, the beneficial owner or the settlor or beneficiary with respect to the fiduciary would not have been entitled to the payment of an additional amount had each of the members of the partnership, the beneficial owner, settlor or beneficiary (as the case may be) received directly his beneficial or distributive share of the payment; or
  - (iv) presented for payment more than 30 days after the Relevant Date except to the extent that the Holder would have been entitled to such additional amounts on presenting the same for payment on the last day of such period of 30 days;

- (v) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (vi) where such withholding or deduction is imposed on a payment pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, official interpretations thereof, or any law implementing approach thereto.

References in these Terms and Conditions to principal, Coupon Amounts, Deferred Coupon Payments and/or Accrued Coupon Payments shall be deemed to include any additional amounts which may become payable pursuant to the foregoing provisions or any undertakings given in addition thereto or in substitution therefore pursuant to the Trust Deed.

In the event that any payment is satisfied by using the proceeds of an issue of Payment Capital Securities pursuant to Condition 6, then any additional amounts which are payable shall also be satisfied through the issue of Payment Capital Securities.

## **11. PRESCRIPTION**

Claims for payment in relation to Securities will become void unless exercised within a period of 5 years from the due date for payment thereof.

## **12. MEETINGS OF HOLDERS, MODIFICATION, WAIVER AND SUBSTITUTION**

The Trust Deed contains provisions for convening meetings of Holders to consider any matter affecting their interests including the modification by Extraordinary Resolution of any of these Terms and Conditions or any of the provisions of the Securities, or the Trust Deed. Any Extraordinary Resolution duly passed shall be binding on all Holders (whether or not they were present at the meeting at which such resolution was passed).

The Trustee may agree, without the consent of the Holders, to (i) any modification of any of the provisions of the Trust Deed or the Conditions that is of a formal, minor or technical nature or is made to correct a manifest error, and (ii) any other modification (except as mentioned in the Trust Deed), and any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or the Conditions that is in the opinion of the Trustee not materially prejudicial to the interests of the Holders. Any such modification, authorisation or waiver shall be binding on the Holders and, if the Trustee so requires, such modification shall be notified to the Holders as soon as practicable thereafter in accordance with Condition 15. As provided in the Trust Deed, the Trustee may agree with the Issuer, without the consent of the Holders to substitution on a subordinated basis equivalent to that referred to in these Terms and Conditions of any holding company of the Issuer, any subsidiary of such holding company, any Subsidiary, any successor in business of the Issuer or any subsidiary of any successor in business of the Issuer (the **Substituted Issuer**) in place of the Issuer (or any previous Substituted Issuer under this Condition 12) as a new issuing party under the Trust Deed, the Capital Securities and the Coupons. In connection with any proposed substitution as aforesaid and in connection with the exercise of its functions, the trustee shall have regard to the interests of the Holders as a class and the Trustee shall not have regard to the consequences of such substitution for individual Holders resulting from in particular their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory.

In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the general interests of the Holders as a class and shall not have regard to any interests arising from circumstances particular to individual Holders (whatever their number) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Holders (whatever their number) resulting from their being for any purpose domiciled or



resident in, or otherwise connected with, or subject to the jurisdiction of any particular territory or any political sub-division thereof and the Trustee shall not be entitled to require, nor shall any Holder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Holders except to the extent already provided for in Condition 10 and/or any undertaking given in addition thereto or in substitution therefor under the Trust Deed.

### **13. REPLACEMENT OF THE SECURITIES**

Should the Global Security be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Fiscal Agent (or such other place of which notice shall have been given in accordance with Condition 15) upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity and/or as the Issuer may reasonably require. The mutilated or defaced Global Security must be surrendered before any replacement Global Security will be issued.

### **14. THE TRUSTEE**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility, including provisions relieving it from taking any action unless indemnified to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer, without accounting for any profit resulting therefrom.

### **15. NOTICES**

Notices to Holders may be given by the delivery of the relevant notice to Euroclear Nederland except for so long as the Securities are listed on NYSE Euronext in Amsterdam and the rules of Euronext Amsterdam so require, by the delivery of the relevant notice to Euronext Amsterdam and through a press release which will also be made available on the website of the Issuer ([www.aegon.com](http://www.aegon.com)). Any such notice shall be deemed to have been given on the date of the first publication. If publication as provided above is not practicable notice will be given in such other manner, and shall be deemed to have been given on such date, as the Trustee may approve. Any Notice delivered to Euroclear Nederland shall be deemed to have been given to the Holders on the day on which such notice is so delivered.

### **16. FURTHER ISSUES**

The Issuer is at liberty from time to time without the consent of the Holders to create and issue further Securities ranking *pari passu* in all respects (or in all respects save for the date from which interest thereon accrues and the amount of the first payment of interest on such further Securities) and so that the same shall be consolidated and form a single series with the outstanding Securities. Any such Securities shall be constituted by a deed supplemental to the Trust Deed.

### **17. AGENTS**

The Issuer will procure that there shall at all times be a Calculation Agent and a Fiscal Agent so long as any Security is outstanding. If either the Calculation Agent or the Fiscal Agent is unable or unwilling to act as such or if it fails to make a determination or calculation or otherwise fails to perform its duties under these Terms and Conditions or the Issue and Paying Agency Agreement, as appropriate, the Issuer shall appoint, on terms acceptable to the Trustee, an independent investment bank acceptable to the Trustee to act as such in its place. Neither the termination of the appointment of a Calculation Agent or the Fiscal Agent nor the resignation of either will be effective without a successor having been appointed.

All calculations and determinations made by the Calculation Agent or the Fiscal Agent in relation to the Securities shall (save in the case of manifest error) be final and binding on the Issuer, the Trustee, the Paying Agents and the Holders.

None of the Issuer, the Trustee and the Paying Agents shall have any responsibility to any person for any errors or omissions in any calculation by the Calculation Agent.

## **18. GOVERNING LAW AND JURISDICTION**

- (a) The Trust Deed, the Securities and any non-contractual obligations arising out of or in connection therewith, are governed by, and shall be construed in accordance with, the laws of the Netherlands.
- (b) The Courts of the Netherlands are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Trust Deed, the Securities and any non-contractual obligations arising out of or in connection therewith, and accordingly any legal action or proceedings arising out of or in connection with the Trust Deed, the Securities and any non-contractual obligations arising out of or in connection therewith may be brought in such courts.

## **19. DEFINITIONS**

In these Terms and Conditions:

**Accrued Coupon Payment** means, as at any time, where these Terms and Conditions provide that interest shall continue to accrue after a Coupon Payment Date in respect of a Security the amount of interest accrued thereon in accordance with Conditions 4(c), 5 and 6(d);

**Agency Agreement** means the Issue and Paying Agency Agreement dated 17 December 2013 between the Issuer, the Trustee and the Agents relating to the Securities under which each Agent agrees to perform the duties required of it under these Terms and Conditions;

**Agents** means the agents appointed pursuant to the Issue and Paying Agency Agreement and such term shall unless the context otherwise requires, include the Fiscal Agent;

**Alternative Coupon Satisfaction Mechanism** has the meaning ascribed to it in Condition 6(a);

**Applicable Coupon Rate** means in relation to any Payment deferred pursuant to Condition 4(c) or Condition 6(e), the Coupon Rate payable on the Securities as determined by the Calculation Agent in accordance with Condition 5(b) or 5(c) for the Coupon Periods during which such Payment is deferred;

**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 and to such extent as the directors or, as the case may be, the liquidator may determine to be appropriate;

**Business Day** means a TARGET 2 Settlement Day and a day on which commercial banks and foreign exchange markets are open in Amsterdam (and/or such other days as specified in the Final terms);

**Calculation Agent** means the calculation agent in relation to the Securities, or its successor or successors for the time being appointed under the Issue and Paying Agency Agreement;

**Capital Adequacy Regulations** means at any time the regulations, requirements, guidelines, policies, decrees imposing obligations on the Issuer with respect to the maintenance of minimum levels of solvency margins and/or capital adequacy ratios and/or comparable margins or ratios, as well as regarding the supervision thereof by the Relevant Supervisory Authority;

**Code** means the U.S. Internal Revenue Code of 1986;

**Common Shares** means common shares of the Issuer;

**Coupon Amount** means (i) in respect of a Coupon Payment, the amount of interest payable on a Security for the relevant Coupon Period in accordance with Condition 5 and (ii) for the purposes of Conditions 7(c) and 7(d), any interest accrued from (and including) the preceding Coupon Payment Date (or, if none, the Issue Date) to (but excluding) the due date for redemption if not a Coupon Payment Date as provided for in Condition 5(a);

**Coupon Payment** means, in respect of a Coupon Payment Date, the aggregate Coupon Amounts for the Coupon Period ending on such Coupon Payment Date;

**Coupon Payment Date** means the date(s) specified as such in the Final Terms;

**Coupon Period** means the period commencing on (and including) the Issue Date and ending on (but excluding) the first Coupon Payment Date and each successive period commencing on (and including) a Coupon Payment Date and ending on (but excluding) the next succeeding Coupon Payment Date;

**Coupon Rate** has the meaning ascribed to that term in Condition 5(b) (Fixed Coupon Rate) and 5(c) (Floating or Variable Coupon Rate);

**Deferred Coupon Payment** means any Payment, or part thereof, which has been deferred in accordance with Condition 4(a), 4(b) or 4(c) and has not subsequently been satisfied;

**Deferred Coupon Satisfaction Date** means:

- (i) with respect to a deferral under Condition 4(a)(i) or 4(b)(i), the Coupon Payment Date following the 19th Business Day after the Required Deferral Condition fails to be met or, if earlier, the date on which the Issuer has resolved to satisfy a Deferred Coupon Payment, as notified by the Issuer to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent in accordance with Condition 4(a)(ii) or 4(b) (ii); or
- (ii) the date on which the Issuer has resolved to satisfy a Deferred Coupon Payment, as notified by the Issuer to the Trustee, the Holders, the Fiscal Agent and the Calculation Agent in accordance with Condition 6; or
- (iii) the date on which the Issuer is required to satisfy all Deferred Coupon Payments pursuant to Condition 4(d);

**Fiscal Agent** means the Fiscal Agent appointed pursuant to the Issue and Paying Agency Agreement;

**Holder** means the bearer of any Security;

**Interest** shall, where appropriate, include Coupon Amounts, Deferred Coupon Payments and Accrued Coupon Payments;

**Interest Determination Date** means the second Business Day before the commencement of each Coupon Period;

**Issue Date** means the date of initial issue of the Securities as specified in the Final Terms;

**Issuer** means Aegon N.V.;

**Junior Securities** means the Common Shares or any Preferred Shares;

**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 and to such extent as the directors, the Auditors or, as the case may be, the liquidator may determine;

A **Mandatory Payment Event** shall occur if the Issuer pays or distributes a dividend on its Common Shares;

**Market Disruption Event** means (i) the occurrence or existence of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the Relevant Stock Exchange or on settlement procedures for transactions in the Payment Capital Securities on the Relevant Stock Exchange), if, in any such case, that suspension or limitation is, in the determination of the Issuer, material in the context of the offering or delivery of the Payment Capital Securities, or (ii) in the opinion of the Issuer, there has been a substantial deterioration in the price and/or value of the Payment Capital Securities or circumstances are such as to prevent or to a material extent restrict the offering or delivery of the Payment Capital Securities, or (iii) where, pursuant to these Terms and Conditions, moneys are required to be converted from one currency into another currency in respect of any Payment, the occurrence of any event that makes it impracticable to effect such conversion, or (iv) where, in the opinion of the Issuer, there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would in its view be likely to prejudice materially the success of the offering and delivery of the Payment Capital Securities or dealings in the Payment Capital Securities in the secondary market, if any;

**Non-callable Securities** means subordinated perpetual non-cumulative securities that are not callable at the option of the Issuer (and, in addition after the Issuer having become subject to Capital Adequacy Regulations, qualify as own funds and, if own funds is subdivided in tiers, core capital (tier 1 capital or equivalent) of the Issuer) and that rank in a winding-up (*faillissement* or *vereffening na ontbinding*) of the Issuer effectively, from a financial point of view, *pari passu* with Common Shares;

**Outstanding Payment** means:

- (i) in relation to any Coupon Payment, Deferred Coupon Payment or Coupon Amount not falling within the definition of Coupon Payment, that such payment or amount (a) has either become due and payable or would have become due and payable except for the non-satisfaction on the relevant date of the conditions referred to in Condition 2(b)(i) or 2(b)(ii), as applicable, or the deferral, postponement or suspension of such payment in accordance with any of Conditions 4(a), 4(b), 4(c), 6(d) or 6(f) and (b) in any such case has not been satisfied; and
- (ii) in relation to any Accrued Coupon Payment, any amount thereof which has not been satisfied whether or not payment has become due, subject to the conditions referred to in Condition 2(b)(i) or 2(b)(ii);

**Parity Securities** means, in respect of the Issuer, any securities which rank *pari passu* with the Securities as regards distributions on a return of assets on a bankruptcy, winding-up or moratorium (*faillissement*, *vereffening na ontbinding* or *surseance van betaling*) of the Issuer or in respect of distribution or payment of any amounts thereunder by the Issuer;

**Paying Agents** means the paying agents appointed pursuant to the Issue and Paying Agency Agreement and such term shall, unless the context otherwise requires, include the Fiscal Agent;

**Payment** means any Coupon Payment, Deferred Coupon Payment, Accrued Coupon Payment or Coupon Amount not falling within the definition of Coupon Payment;

**Payment Capital Securities** means (i) Common Shares, or (ii) any Non-callable Securities, in each case which may be issued by the Issuer as part of the Alternative Coupon Satisfaction Mechanism in accordance with the provisions of Condition 6;

**Preferred Shares** means preferred shares of the Issuer;

**Regulatory Event** means that the Issuer is subject to supervision by any existing or future regulator pursuant to law or regulation and that the Issuer's solvency margin, capital adequacy ratios or comparable margins or ratios under the Capital Adequacy Regulations are or as a result of a Payment would become less than the relevant requirements as to be applied and enforced by such regulator pursuant to the Capital Adequacy Regulations;

**Relevant Date** means (i) in respect of any payment other than a Winding-Up Claim, the date on which such payment first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Fiscal Agent or the Trustee on or prior to such date, the 'Relevant Date' means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders in accordance with Condition 15, and (ii) in respect of a Winding-Up Claim, the date which is one day prior to the commencement of the bankruptcy or winding-up (*faillissement* or *vereffening na ontbinding*);

**Relevant Stock Exchange** means the exchange or quotation system on which the Payment Capital Securities may have their primary listing from time to time;

**Relevant Supervisory Authority** means any relevant regulator supervising the Issuer in respect of its compliance with any Capital Adequacy Regulations. The current Relevant Supervisory Authority is the Dutch Central Bank (*De Nederlandsche Bank N.V.*, DNB);

the **Required Deferral Condition** will be met if, in the determination of the Issuer, on the 20th Business Day preceding the date on which a Payment will be due and payable, the Issuer is not Solvent payment of the relevant Payment, or part thereof would result in the Issuer or that payment or part thereof would result in the Issuer becoming not Solvent or, after the Issuer having become subject to Capital Adequacy Regulations, if in the determination of the Issuer, on the 20th Business Day preceding the date on which a Payment will be due and payable the Issuer is subject to a Regulatory Event or that payment of the relevant Payment, or part thereof would result in the Issuer becoming subject to a Regulatory Event;

**Securities** means the Capital Securities specified in the relevant Final Terms and, unless the context otherwise requires, any further Securities issued pursuant to Condition 16 and forming a single series with the Securities;

**Senior Creditors** means present and future creditors of the Issuer (a) who are unsubordinated creditors of the Issuer, or (b) whose claims are, or are expressed to be, subordinated (whether only in the event of the bankruptcy, winding-up or moratorium (*faillissement*, *vereffening na ontbinding* or *surseance van betaling*) of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer but not further or otherwise, or (c) who are subordinated creditors of the Issuer other than (x) those whose claims are, or are expressed to rank, *pari passu* with the claims of the Holders (including, but not limited to, Parity Securities) and (y) those whose claims relate to Junior Securities;

**Shareholders' Equity** means the shareholders' equity as stated in the Issuer's audited consolidated financial statements and as explained in the notes thereto;

**Solvent** means that the Issuer is (a) able to pay its debts to Senior Creditors as they fall due and (b) its Assets exceed its Liabilities (other than its liabilities to persons who are not Senior Creditors);

**Subsidiary** means a subsidiary of the Issuer within the meaning of Section 2:24a of the Dutch Civil Code;

**Substitution Event** means that the Issuer is subject to supervision by any existing or future regulator pursuant to law or regulation and that the Issuer's solvency margin, capital adequacy ratios or comparable margins or ratios under the Capital Adequacy Regulations are or become less than the relevant requirements as to be applied and enforced by such regulator pursuant to the Capital Adequacy Regulations;

**TARGET 2 Settlement Day** means a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET 2) system is open;

**Trust Deed** means the Amended and Restated Trust Deed (as the same may be amended, supplemented, updated and/or substituted from time to time) dated 2 July 2007 between the Issuer and the Trustee;

**Trustee** means Amsterdamsch Trustee's Kantoor B.V.;

**Undertaking** means a body corporate, partnership, limited partnership, cooperative or an incorporated association carrying on a trade or business with or without a view to profit in which the Issuer has a direct or indirect financial, commercial or contractual majority interest;

**Winding-Up Claim** has the meaning ascribed to it in Condition 2(c).

## APPLICABLE FINAL TERMS TO THE CAPITAL SECURITIES

*Set out below is the form of Final Terms which will be completed for each Tranche of Capital Securities issued under the Programme with a denomination of less than EUR 100,000 (or its equivalent in any other currency).*

[Date]

**Aegon N.V.**

### **Issue of [Aggregate Nominal Amount of Tranche] [Title of Capital Securities] under the US\$ 6,000,000,000 Programme for the Issuance of Debt Instruments**

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Capital Securities in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Capital Securities may only do so:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer; or
- (ii) in those Public Offer Jurisdictions mentioned in Paragraph 8(viii) of Part B below, provided such person is one of the persons mentioned in Paragraph 8(viii) of Part B below and that such offer is made during the Offer Period specified for such purpose therein.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Capital Securities in any other circumstances.

The expression **Prospectus Directive** means Directive 2003/71/ EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measures in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.<sup>6</sup>

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that any offer of Notes in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**) will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer. Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.

The expression **Prospectus Directive** means Directive 2003/71/ EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measures in the Relevant Member State and the expression **2010 PD Amending Directive** means Directive 2010/73/EU.<sup>7</sup>

<sup>6</sup> Include this legend where a non-exempt offer of Capital Securities is anticipated.

<sup>7</sup> Include this legend where only an exempt offer of Capital Securities is anticipated.

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 December 2013 [and the supplement[s] to it dated [date] and [date] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitutes a base prospectus for the purposes of the Prospectus Directive. This document constitutes the Final Terms of the Capital Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus and the Registration Document. Full information on the Issuer and the offer of the Capital Securities is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. A summary of the Capital Securities (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus and the Registration Document are available for viewing during normal business hours at Aegon N.V., Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.

*[The following language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus or Prospectus with an earlier date. In the event the Base Prospectus or Prospectus with an earlier date was not approved for the purpose of the Prospectus Directive (as defined below), the Issuer shall publish a supplement to the current Base Prospectus in respect of this increase and such supplement shall be approved by the relevant listing or other competent authority prior to publication. In addition, depending on the type of notes issued under a first tranche, the Issuer will need to consider effecting the issue by means of a supplement to the Base Prospectus or a stand alone prospectus rather than by Final Terms. A stand alone prospectus will in any event be prepared for an increase of a tranche of an issue where the requirements of Annex XII to the Prospectus Directive Regulation apply.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 17 December 2013. This document constitutes the Final Terms of the Capital Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated 17 December 2013, including the Conditions incorporated by reference in the Base Prospectus, [and the supplement[s] to it dated [date] [and [date]] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitutes a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Capital Securities is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. A summary of the Capital Securities (which comprises the summary in the Base Prospectus as amended to reflect the provisions of these Final Terms) is annexed to these Final Terms. Copies of such documents are available for viewing during normal business hours at the registered office of the Issuer, currently at Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.]

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

- |    |                     |            |
|----|---------------------|------------|
| 1. | Issuer:             | Aegon N.V. |
| 2. | (a) Series Number:  | [      ]   |
|    | (b) Tranche Number: | [      ]   |



(c) Date on which the Capital Securities will be consolidated and form a single Series: [The Capital Securities will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Capital Security for interests in the Permanent Global Capital Security, as referred to in paragraph 18 below, which is expected to occur on or about [date]]][Not Applicable]

3. Specified Currency or Currencies: [ ]

4. Aggregate Nominal Amount:

(a) Series: [ ]

(b) Tranche: [ ]

5. Issue Price: [ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]

6. Specified Denominations: [ ]

*(N.B. If an issue of Capital Securities is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €[1,000] minimum denomination is not required.)*

7. (a) Issue Date: [ ]

(b) Interest Commencement Date: [Issue Date]

[Not Applicable]

[specify]

[[specify] in respect of the [Fixed/Floating] Rate of interest and [specify] in respect of the [Floating/Fixed] Rate of interest] [*if item 10 (Change of Interest Basis) is applicable, only. Include both the initial Interest Commencement Date and the date from which change of interest occurs*]

*(N.B. An Interest Commencement Date will not be relevant for certain Capital Securities.)*

8. Interest Basis: [[ ] per cent. Fixed Rate]

- [[LIBOR/EURIBOR] +/- [ ] per cent.  
Floating Rate]  
(further particulars specified below)
9. Redemption/Payment Basis: Redemption at par
10. Change of Interest Basis: [Fixed Rate to Floating Rate]  
[Floating Rate to Fixed Rate]  
Change of interest basis from and including  
[insert date]  
[Not Applicable]
11. Call Option: [Issuer Call]  
[Regulatory Call] [(further particulars  
specified below under item 16)]
12. [Date [Board] approval for issuance of  
Capital Securities obtained: [ ] [and [ ]], respectively]]  
(N.B. Only relevant where Board (or similar)  
authorisation is required for the particular  
tranche of Capital Securities)

#### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. Fixed Rate Capital Security Provisions [Applicable/Not Applicable]  
(If not applicable, delete the remaining  
subparagraphs of this paragraph)
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on  
each Coupon Payment Date
- (b) Coupon Payment Date(s): [[ ] in each year up to and including the  
redemption date]  
(N.B. This will need to be amended in the  
case of long or short coupons)
- (c) Fixed Coupon Amount(s): [ ] per [ ] in nominal amount  
(Applicable to Capital Securities  
in definitive form.)
- (d) Broken Amount(s): [ ] per Calculation Amount, payable on the  
Interest Payment Date falling [in/on]  
[ ] [Not Applicable]
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[ ] in each year] [Not Applicable]  
[Insert regular Coupon Payment Dates,  
ignoring issue date or maturity date in the  
case of a long or short first or last coupon  
N.B. Only relevant where Day Count  
Fraction is Actual/Actual (ICMA)]
14. Floating or Variable Rate Capital  
Security Provisions: [Applicable/Not Applicable]  
(If not applicable, delete the remaining  
subparagraphs of this paragraph)

- (a) Specified Period(s)/Specified Coupon Payment Dates: [      ]
- (b) First Coupon Payment Date: [      ]
- (c) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (d) Additional Business Centre(s): [      ]
- (e) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/Variable Rate]
- (f) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Fiscal Agent): [      ]
- (g) Screen Rate Determination:
- Reference Rate and Relevant Financial Centre: Reference Rate: [      ] month  
[LIBOR/EURIBOR/specify other Reference Rate].  
  
Relevant Financial Centre: [London/Amsterdam/specify other Relevant Financial Centre]
  - Interest Determination Date(s): [      ]  
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
  - Relevant Screen Page: [      ]  
(In the case of EURIBOR, if not EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (h) ISDA Determination:
- Floating Rate Option: [      ]
  - Designated Maturity: [      ]

- Reset Date: [       ]  
(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)
- (i) Margin(s): [+/-] [       ] per cent. per annum
- (j) Minimum Rate of Interest: [       ] per cent. per annum
- (k) Maximum Rate of Interest: [       ] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)]

## PROVISIONS RELATING TO REDEMPTION

15. Notice periods for Condition 7(c) (Redemption due to Taxation) Minimum period: [       ] days  
Maximum period: [       ] days
16. Issuer Call: [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
  - (a) Optional Redemption Date(s): [       ]
  - (b) Optional Redemption Amount of each Capital Security and method, if any, of calculation of such amount(s): [       ] per Capital Security of [       ] Specified Denomination  
[details of any make whole premium]
  - (c) Notice periods: Minimum period: [       ] days  
Maximum period: [       ] days  
  
(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent or Trustee)
17. Early Redemption Amount of each Capital Security payable on redemption for taxation or regulatory reasons: [       ]  
[details of any make whole premium]

## GENERAL PROVISIONS APPLICABLE TO THE CAPITAL SECURITIES

18. Form of Capital Securities: Temporary Global Capital Security exchangeable for a Permanent Global Capital Security
19. Additional Financial Centre(s): [Not Applicable/give details]  
(Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 14(d) relates)

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[[Relevant third party information]* has been extracted from *[specify source]*. 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 *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Issuer:

By: .....  
Duly authorised

## PART B – OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING**
- (i) Application for admission to trading has been made to: [     ]
- (ii) Date from which admission is expected to be effective: [     ]
- (iii) Fungible instruments of the same Series admitted to trading on: [     ]

## 2. RATINGS

Ratings:

[The Capital Securities to be issued [[have been]/[are expected to be]] rated *[insert details]* by *[insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms]*. [Each of *[defined terms]* is established in the European Union and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**).]]

*[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

*(The above disclosure should reflect the rating allocated to Capital Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Capital Securities has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future 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 - *Amend as appropriate if there are other interests*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]*

## 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i) Reasons for the offer:

[     ]

*(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need*

*to include those reasons here.))]*

[(ii)] Estimated net proceeds: [ ]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[(iii)] Estimated total expenses: [ ]. *[Include breakdown of expenses]*

## **5. YIELD** *(Fixed Rate Capital Securities only)*

Indication of yield: [ ]

*[Calculated as [ ] on the Issue Date.]*

## **6. HISTORIC INTEREST RATES** *(Floating Rate Notes only)*

Details of historic and further [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

## **7. OPERATIONAL INFORMATION**

(i) ISIN Code: [ ]

(ii) Common Code: [ ]

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme and Euroclear Nederland and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

(iv) Delivery: Delivery [against/free of] payment

(v) Names and addresses of additional Paying Agent(s) (if any): [ ]

(vi) Deemed delivery of clearing system notices for the purposes of Condition 15: Any notice delivered to Holders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

## **8. DISTRIBUTION**

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated, names and addresses of entities agreeing to place the issue without a firm commitment or under "best efforts" arrangements: [Not Applicable][ ]

- (iii) Material features of the underwriting agreement including the quotas: [ ]
- (iv) Portion of the issue which is not underwritten: [Not Applicable][ ] per cent.]
- (v) Indication of the overall amount underwriting commission and placing commission: [ ]
- (vi) If non-syndicated, name and address of relevant Dealer: [Not Applicable/give name and address]
- (vii) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C (or, with respect to TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)/TEFRA not applicable]]
- (viii) Non exempt Offer: [Not Applicable] [An offer of the Capital Securities may be made by the Managers [, *insert names of financial intermediaries receiving consent (specific consent)*] [and any additional financial intermediaries who have or obtain the Issuer's consent to use the Base Prospectus in connection with the Non-exempt Offer and who are identified on the Issuer's website at <http://www.aegon.com/en/Home/Investors/Managing-capital/Debt-Programs/> as an Offeror] (such financial intermediaries, together [with any financial intermediaries granted General Consent], being persons to whom the issuer has given consent, the **Offerors**) other than pursuant to Article 3(2) of the Prospectus Directive in [*specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*] (**Public Offer Jurisdictions**) during the period from [*specify date*] until [*specify date or a formula such as "the Issue Date" or "the date which falls [.] Business Days thereafter"*] (**Offer Period**). See further paragraph 9 below.
- The address(es) of the Offeror(s) are as follows: [*insert addresses of relevant financial intermediaries*].

(N.B. Consider any local regulatory requirements



*necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the base prospectus (and any supplement) has been notified/passported.)*

## 9. TERMS AND CONDITIONS OF THE OFFER

*(Delete whole section if there is no Non-exempt Offer)*

Offer Price:	[Issue Price][specify]
Conditions to which the offer is subject:	[Not applicable/give details]
Offer Period:	See paragraph 8 above
Description of the application process:	[Not applicable/give details]
Details of the minimum and/or maximum amount of application:	[Not applicable/give details]
Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not applicable/give details]
Details of the method and time limits for paying up and delivering the Capital Securities:	[Not applicable/give details]
Manner in and date on which results of the offer are to be made public:	[Not applicable/give details]
Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised:	[Not applicable/give details]
Whether tranche(s) have been reserved for certain countries:	[Not applicable/give details]
Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not applicable/give details]
Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not applicable/give details]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:	The Financial Intermediaries identified in or in the manner specified in paragraph 8 above.
--	---

## APPLICABLE FINAL TERMS TO THE CAPITAL SECURITIES

*Set out below is the form of Final Terms which will be completed for each Tranche of Capital Securities issued under the Programme with a denomination of at least EUR 100,000 (or its equivalent in any other currency).*

[Date]

**Aegon N.V.**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Capital Securities]  
under the US\$ 6,000,000,000 Programme for the Issuance of Debt Instruments**

### PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 17 December 2013 [and the supplement[s] to it dated [date] and [date]], which together with the Registration Document dated 14 August 2013 constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State. This document constitutes the Final Terms of the Capital Securities described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus and the Registration Document. Full information on the Issuer and the offer of the Capital Securities is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. The Base Prospectus and the Registration Document are available for viewing during normal business hours at Aegon N.V., Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.

*[The following language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus or Prospectus with an earlier date. In the event the Base Prospectus or Prospectus with an earlier date was not approved for the purpose of the Prospectus Directive (as defined below), the Issuer shall publish a supplement to the current Base Prospectus in respect of this increase and such supplement shall be approved by the relevant listing or other competent authority prior to publication. In addition, depending on the type of notes issued under a first tranche, the Issuer will need to consider effecting the issue by means of a supplement to the Base Prospectus or a stand alone prospectus rather than by Final Terms. A stand alone prospectus will in any event be prepared for an increase of a tranche of an issue where the requirements of Annex XII to the Prospectus Directive Regulation apply.]*

[Terms used herein shall be deemed to be defined as such for the purposes of the conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] which are incorporated by reference in the Base Prospectus dated 17 December 2013. This document constitutes the Final Terms of the Capital Securities described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the **Prospectus Directive**) as amended (which includes the amendments made by Directive 2010/73/EU (the **2010 PD Amending Directive**) to the extent that such amendments have been implemented in a relevant Member State) and must be read in conjunction with the Base Prospectus dated 17 December 2013, including the Conditions incorporated by reference in the Base Prospectus, [and the supplement[s] to it dated [date] and [date]] (the **Base Prospectus**), which together with the Registration Document dated 14 August 2013 (the **Registration Document**) constitutes a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the securities is only available on the basis of the combination of these Final Terms, the Base Prospectus and the Registration Document. Copies of such documents are available for viewing during normal business hours at the registered office of the Issuer, currently at Aegonplein 50, 2591 TV The Hague, The Netherlands and [www.aegon.com](http://www.aegon.com) and copies may also be obtained from such address.]

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.]*

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination [must/may need to] be €100,000 or its equivalent in any other currency.]

1. Issuer: Aegon N.V.
2. (a) Series Number: [     ]
- (b) Tranche Number: [     ]
- (c) Date on which the Capital Securities will be consolidated and form a single Series: [The Capital Securities will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/exchange of the Temporary Global Capital Security for interests in the Permanent Global Capital Security, as referred to in paragraph 18 below, which is expected to occur on or about *[date]*][Not Applicable]
3. Specified Currency or Currencies: [     ]
4. Aggregate Nominal Amount:
  - (a) Series: [     ]
  - (b) Tranche: [     ]
5. Issue Price: [     ] per cent. of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
6. Specified Denominations: [     ]

*(N.B. If an issue of Capital Securities is (i) NOT admitted to trading on an European Economic Area exchange; and (ii) only offered in the European Economic Area in circumstances where a prospectus is not required to be published under the Prospectus Directive the €[100,000] minimum denomination is not required.)*

7. (a) Issue Date: [     ]

- (b) Interest Commencement Date: [Issue Date]  
[Not Applicable]  
[specify]  
[[specify] in respect of the [Fixed/Floating] Rate of interest and [specify] in respect of the [Floating/Fixed] Rate of interest] *[if item 10 (Change of Interest Basis) is applicable, only. Include both the initial Interest Commencement Date and the date from which change of interest occurs]*  
*(N.B. An Interest Commencement Date will not be relevant for certain Capital Securities.)*
8. Interest Basis: [[ ] per cent. Fixed Rate]  
[[LIBOR/EURIBOR] +/- [ ] per cent. Floating Rate]  
(further particulars specified below)
9. Redemption/Payment Basis: Redemption at par
10. Change of Interest Basis: [Fixed Rate to Floating Rate]  
[Floating Rate to Fixed Rate]  
Change of interest basis from and including [insert date]  
[Not Applicable]
11. Call Option: [Issuer Call]  
[Regulatory Call]  
[(further particulars specified below under item 16)]
12. [Date [Board] approval for issuance of Capital Securities obtained: [ ] [and [ ], respectively]]  
*(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Capital Securities)*

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

13. Fixed Rate Capital Security Provisions [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Coupon Payment Date

- (b) Coupon Payment Date(s): [[ ] in each year up to and including the redemption date]  
(N.B. This will need to be amended in the case of long or short coupons)
- (c) Fixed Coupon Amount(s): [ ] per [ ] in nominal amount  
(Applicable to Capital Securities in definitive form)
- (d) Broken Amount(s): [ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ] [Not Applicable]  
(Applicable to Capital Securities in definitive form)
- (e) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (f) Determination Date(s): [[ ] in each year] [Not Applicable]  
[Insert regular Coupon Payment Dates, ignoring issue date or maturity date in the case of a long or short first or last coupon  
N.B. Only relevant where Day Count Fraction is Actual/Actual (ICMA)]
14. Floating or Variable Rate Capital Security Provisions: [Applicable/Not Applicable]  
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Specified Period(s)/Specified Coupon Payment Dates: [ ]
- (b) First Coupon Payment Date: [ ]
- (c) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (d) Additional Business Centre(s): [ ]
- (e) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/Variable Rate]
- (f) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Fiscal Agent): [ ]

(g) Screen Rate Determination:

- Reference Rate and Relevant Financial Centre: Reference Rate: [ ] month [LIBOR/EURIBOR/specify other Reference Rate]. Relevant Financial Centre: [London/Amsterdam/specify other Relevant Financial Centre]
- Interest Determination Date(s): [ ]  
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET 2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- Relevant Screen Page: [ ]  
(In the case of EURIBOR, if not EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)

(h) ISDA Determination:

- Floating Rate Option: [ ]
- Designated Maturity: [ ]
- Reset Date: [ ]

(In the case of a LIBOR or EURIBOR based option, the first day of the Coupon Period)

- (i) Margin(s): [+/-] [ ] per cent. per annum
- (j) Minimum Rate of Interest: [ ] per cent. per annum
- (k) Maximum Rate of Interest: [ ] per cent. per annum
- (l) Day Count Fraction: [Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/365 (Sterling)  
Actual/360  
30/360  
30E/360  
30E/360 (ISDA)]

## PROVISIONS RELATING TO REDEMPTION

15. Notice periods for Condition 7(c) (Redemption due to Taxation): Minimum period: [ ] days  
Maximum period: [ ] days

16. Issuer Call: [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount of each Capital Security and method, if any, of calculation of such amount(s): [ ] per Capital Security of [ ] Specified Denomination  
[details of any make whole premium]
- (c) Notice period: Minimum period: [ ] days  
Maximum period: [ ] days
17. Early Redemption Amount of each Capital Security payable on redemption for taxation or regulatory reasons: [ ]  
[details of any make whole premium]

#### **GENERAL PROVISIONS APPLICABLE TO THE CAPITAL SECURITIES**

18. Form of Capital Securities: Temporary Global Capital Security exchangeable for a Permanent Global Capital Security
19. Additional Financial Centre(s): [Not Applicable/give details]  
*(Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 14(d) relates)*

#### **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. *[[Relevant third party information]* has been extracted from *[specify source]*. 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 *[specify source]*, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of the Issuer:

By: .....  
*Duly authorised*



## PART B – OTHER INFORMATION

### 1. LISTING

- |  |   |
|--|---|
| (i) Listing and Admission to trading:                            | (i) Application for admission to trading has been made to: [     ]            |
|  | (ii) Date from which admission is expected to be effective: [     ]           |
|  | (iii) Fungible instruments of the same Series admitted to trading on: [     ] |
| (ii) Estimate of total expenses related to admission to trading: | [     ]   |

### 2. RATINGS

Ratings: [The Capital Securities to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*]. Each of [*defined terms*] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**).]

*(The above disclosure should reflect the rating allocated to Capital Securities of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

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

[Save for any fees payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Capital Securities has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future 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 - *Amend as appropriate if there are other interests*]

*[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)]*

### 4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)] Reasons for the offer: [ ]

*(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)*

[(ii)] Estimated net proceeds: [ ]

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[(iii)] Estimated total expenses: [ ]. *[Include breakdown of expenses]*

## **5. YIELD** *(Fixed Rate Capital Securities only)*

Indication of yield: [ ]

## **6. HISTORIC INTEREST RATES** *(Floating Rate Notes only)*

Details of historic and further [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

## **7. OPERATIONAL INFORMATION**

(i) ISIN Code: [ ]

(ii) Common Code: [ ]

(iii) Any clearing system(s) other than Euroclear Bank S.A./N.V., Clearstream Banking, société anonyme and Euroclear Nederland and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

(iv) Delivery: Delivery [against/free of] payment

(v) Names and addresses of additional Paying Agent(s) (if any): [ ]

(vi) Deemed delivery of clearing system notices for the purposes of Condition 15: Any notice delivered to Holders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Euroclear and Clearstream, Luxembourg.

## **8. DISTRIBUTION**

(i) Method of distribution: [Syndicated/Non-syndicated]

- (ii) If syndicated, names of Managers: [Not Applicable/*give names*]
- (iii) Date of [Subscription] Agreement: [            ]
- (iv) Stabilising Manager(s) (if any): [Not Applicable/*give name*]
- (v) If non-syndicated, name of relevant Dealer: [Not Applicable/*give name*]
- (vi) U.S. Selling Restrictions: [Reg. S Compliance Category 2; TEFRA D/TEFRA C (or, with respect to TEFRA D or TEFRA C, any successor U.S. Treasury regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)/TEFRA not applicable]]

## **USE OF PROCEEDS**

The net proceeds of the issue of each Tranche of Instruments will be used by the relevant Issuer for general corporate purposes.

## TAXATION

### DUTCH TAXATION

#### General

The following summary outlines the principal Netherlands tax consequences of the acquisition, holding, settlement, redemption and disposal of the Instruments, but does not purport to be a comprehensive description of all Netherlands tax considerations in relation thereto. 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 an investment in the Instruments.

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 Base Prospectus, and 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 Netherlands tax consequences for:

- (i) holders of Instruments holding a substantial interest (*aanmerkelijk belang*) or deemed substantial interest (*fictief aanmerkelijk belang*) in an Issuer and holders of Instruments of whom a certain related person holds a substantial interest in an Issuer. Generally speaking, a substantial interest in an Issuer arises if a person, alone or, where such person is an individual, together with his or her partner (statutory defined term), directly or indirectly, holds or is deemed to hold (i) an interest of 5% or more of the total issued capital of an Issuer or of 5% or more of the issued capital of a certain class of shares of an Issuer, (ii) rights to acquire, directly or indirectly, such interest or (iii) certain profit sharing rights in an Issuer;
- (ii) investment institutions (*fiscale beleggingsinstellingen*);
- (iii) pension funds, exempt investment institutions (*vrijgestelde beleggingsinstellingen*) or other entities that are exempt from Netherlands corporate income tax; and
- (iv) persons to whom the Instruments and the income from the Instruments are attributed based on the separated private assets (*afgezonderd particulier vermogen*) provisions of the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) and the Netherlands Gift and Inheritance Tax Act (*Successiewet 1956*).

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.

#### Withholding Tax

All payments made by the Issuers under the Instruments may 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. With respect to Instruments issued by an Issuer that is considered to be a resident of the Netherlands for Netherlands tax purposes (a "Netherlands Issuer"), all payments made by such Netherlands Issuer under the Instruments may 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 Instruments do not in fact function as equity of the Issuer within the meaning of article 10, paragraph 1, under d of the Netherlands Corporate Income Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*).

## Corporate and Individual Income Tax

### (a) Residents of the Netherlands

If a holder is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes and is fully subject to Netherlands corporate income tax or is only subject to Netherlands corporate income tax in respect of an enterprise to which the Instruments are attributable, income derived from the Instruments and gains realised upon the redemption, settlement or disposal of the Instruments are generally taxable in the Netherlands (at up to a maximum rate of 25%).

If an individual is a resident or deemed to be a resident of the Netherlands for Netherlands tax purposes (including an individual who has opted to be taxed as a resident of the Netherlands), income derived from the Instruments and gains realised upon the redemption, settlement or disposal of the Instruments are taxable at the progressive rates (at up to a maximum rate of 52%) under the Netherlands Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), if:

- (i) the individual is an entrepreneur (*ondernemer*) and has an enterprise to which the Instruments 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 Instruments are attributable; or
- (ii) such income or gains qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*), which include the performance by the individual of activities with respect to the Instruments that exceed regular, active portfolio management (*normaal, actief vermogensbeheer*).

If neither condition (i) nor condition (ii) applies to an individual that holds the Instruments, must determine taxable income with regard to the Instruments on the basis of a deemed return on income from savings and investments (*sparen en beleggen*), rather than on the basis of income actually received or gains actually realised. This deemed return on income from savings and investments has been fixed at a rate of 4% of the individual's yield basis (*rendementsgrondslag*) at the beginning of the calendar year (1 January), insofar as the individual's yield basis exceeds a certain threshold. The individual's yield basis is determined as the fair market value of certain qualifying assets held by the holder of the Instruments less the fair market value of certain qualifying liabilities on 1 January. The fair market value of the Instruments will be included as an asset in the individual's yield basis. The 4% deemed return on income from savings and investments is taxed at a rate of 30%.

### (b) Non-residents of the Netherlands

If a person is not a resident nor is deemed to be a resident of the Netherlands for Netherlands tax purposes (nor has opted to be taxed as a resident of the Netherlands), such person is not liable for Netherlands income tax in respect of income derived from the Instruments and gains realised upon the settlement, redemption or disposal of the Instruments, unless:

- (i) 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 permanent representative the Instruments 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 Instruments are attributable.

This income is subject to Netherlands corporate income tax at up to a maximum rate of 25%.

- (ii) the person is an individual and such person (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 Instruments are

attributable, or (2) realises income or gains with respect to the Instruments that qualify as income from miscellaneous activities (*resultaat uit overige werkzaamheden*) in the Netherlands, which activities include the performance of activities in the Netherlands with respect to the Instruments which exceed regular, active portfolio management (*normaal, actief vermogensbeheer*), or (3) is (other than by way of securities) entitled to a share in the profits of an enterprise which is effectively managed in the Netherlands and to which enterprise the Instruments are attributable.

Income derived from the Instruments as specified under (1) and (2) is subject to individual income tax at up to a maximum rate of 52%. Income derived from a share in the profits in an enterprise as specified under (3) that is not already included under (1) or (2) will be taxed on the basis of a deemed return on income from savings and investments (as described above under "Residents of the Netherlands"). The fair market value of the share in the profits of the enterprise (which includes the Instruments) will be part of the individual's Netherlands yield basis.

## **Gift and Inheritance Tax**

### **(c) Residents of the Netherlands**

Generally, gift and inheritance tax will be due in the Netherlands in respect of the acquisition of the Instruments by way of a gift by, or on behalf of, or on the death of, a holder that is a resident or deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax at the time of the gift or his or her death. A gift made under a condition precedent is deemed to be a made at the time the condition precedent is fulfilled and is subject to Netherlands gift and inheritance tax if the donor is, or is deemed to be a resident of the Netherlands at that time.

A holder of Netherlands nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift and inheritance tax if he or she has been resident in the Netherlands and dies or makes a gift within ten years after leaving the Netherlands. A holder of any other nationality is deemed to be a resident of the Netherlands for the purposes of the Netherlands gift tax if he or she has been resident in the Netherlands and makes a gift within a twelve months period after leaving the Netherlands. The same twelve-month rule may apply to entities that have transferred their seat of residence out of the Netherlands.

### **(d) Non-residents of the Netherlands**

No gift or inheritance taxes will arise in the Netherlands in respect of the acquisition of the Instruments by way of a gift by, or as a result of, the death of a holder that is neither a resident nor deemed to be a resident of the Netherlands for the purposes of Netherlands gift and inheritance tax, unless in the case of a gift of the Instruments by, or on behalf of, a holder who at the date of the gift was neither a resident nor deemed to be a resident of the Netherlands, such holder dies within 180 days after the date of the gift, and at the time of his or her death is a resident or deemed to be a resident of the Netherlands. A gift made under a condition precedent is deemed to be made at the time the condition precedent is fulfilled.

## **Value Added Tax**

In general, no value added tax will arise in respect of payments in consideration for the issue of the Instruments or in respect of a cash payment made under the Instruments, or in respect of a transfer of Instruments.

## **Other Taxes and Duties**

No registration tax, customs duty, transfer tax, stamp duty 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 Instruments.

## EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the **EU Savings Directive**), the tax authorities of each member state of the European Union (a **Member State**) are required to provide each other with details of payments of interest (or similar income) paid by a person within its jurisdiction to, or for the benefit of, an individual resident, or to certain persons established, in another Member State. However, for a transitional period, certain Member States are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other territories). A number of non-EU countries and territories have adopted similar measures. In April 2013, the Luxembourg government announced its intention to abolish the withholding system with effect from 1 January 2015, in favour of automatic information exchange under the EU Savings Directive.

The European Commission has proposed certain amendments to the EU Savings Directive, which may, if implemented, amend or broaden the scope of the requirements described above.

If a payment is made or collected through a Member State which has opted for a withholding system under the EU Savings Directive and an amount of, or in respect of, tax were to be withheld from that payment, pursuant to any law implementing or complying with, or introduced in order to conform to the EU Savings Directive, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Instrument as a result of the imposition of such withholding tax. The Issuer is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive or any other Directive implementing the conclusions of the ECOFIN Council meeting of 26-27 November 2000.



## U.S. TAXATION IN RELATION TO INSTRUMENTS HELD BY NON-U.S. HOLDERS

**IRS Circular 230 Notice:** To ensure compliance with Internal Revenue Service Circular 230, prospective investors are hereby notified that: (a) any discussion of United States federal tax issues contained or referred to in this prospectus is not intended or written to be used, and cannot be used by prospective investors for the purpose of avoiding penalties that may be imposed on them under the Internal Revenue Code; (b) such discussion is written in connection with the promotion or marketing of the transactions or matters addressed herein; and (c) prospective investors should seek advice based on their particular circumstances from an independent tax adviser.

This general summary describes certain United States federal income tax consequences to non-U.S. Holders (as defined below) of the purchase, ownership and disposition of Instruments. This discussion relates solely to Instruments issued under the Programme that qualify as debt for U.S. federal income tax purposes. Further, this discussion does not address the treatment of persons subject to special tax rules, including, without limitation, financial institutions, insurance companies, dealers or traders in securities or currencies, regulated investment companies, persons that will hold the Instruments as part of a "hedging" or "conversion" transaction or as a position in a "straddle" for U.S. federal income tax purposes, private foundations or other tax exempt organizations, former citizens or residents of the United States, grantor trusts, controlled foreign corporations and passive foreign investment companies, and partnerships and other pass-through entities and persons holding interests therein. If a partnership is a beneficial owner of an Instrument, the tax treatment of a partner in the partnership will generally depend upon the status of the partner and the activities of the partnership. Further, this discussion does not address any tax consequences applicable to holders of equity in a holder of the Instruments.

In addition, this discussion does not consider the implications of the possible applicability of tax treaties. Persons considering the purchase, ownership or disposition of Instruments should consult their own tax advisers concerning the United States federal income tax consequences of the purchase, ownership and disposition of such Instruments, and the implications of their particular situations thereto, as well as any consequences arising under the laws of any other taxing jurisdiction. Furthermore, this discussion is based upon the Internal Revenue Code of 1986 as amended (the **Code**), the legislative history thereof, final, temporary, and proposed regulations thereunder, and rulings and judicial decisions thereunder as of the date hereof. Such authorities may be repealed, revoked or modified (including changes in effective dates, and possibly with retroactive effect) so as to result in United States federal income tax consequences different from those discussed below.

As used herein, the term **non-U.S. Holder** means any beneficial owner of a Instrument who is not a United States person. The term **United States person** means (a) any individual who is (or is treated as) a citizen or resident of the United States, (b) a corporation, partnership or other entity created or organized in or under the laws of the United States or, in the case of a partnership, otherwise treated as a United States person under applicable U.S. treasury regulations, (c) an estate the income of which is subject to United States federal income taxation regardless of its source, or (d) a trust (i) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust, or (ii) that has a valid election in effect under applicable U.S. treasury regulations to be treated as a United States person.

### General

Generally, and subject to the discussion below under "*US Foreign Account Tax Compliance Withholding*", payments of principal and interest on the Instruments issued by Aegon will not be subject to U.S. withholding taxes, backup withholding or information reporting.

With respect to Instruments issued by AFC, under present United States federal income tax law, and subject to the discussion below concerning backup withholding and under "*US Foreign Account Tax Compliance Withholding*", payments of principal of and interest on the Instruments to a non-U.S. Holder will not be subject to United States federal income or withholding tax, provided that in the case of interest (i) the non-

U.S. Holder (A) does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of AFC entitled to vote within the meaning of the Code, (B) is not a controlled foreign corporation related within the meaning of the Code to AFC, and (C) is not a bank for U.S. federal income tax purposes whose receipt of interest is in connection with an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business; (ii) no interest payable with respect to the Instruments is “contingent interest” within the meaning of the Code; (iii) the beneficial owner timely certifies under penalties of perjury, among other things, that the owner is not a “United States person,” as defined in the Code, and provides such owner’s name and address, and all other elements of the applicable certification requirements are satisfied; and (iv) income on the Instruments is not effectively connected with the conduct of a trade or business in the United States.

With respect to Instruments issued by Aegon or AFC, a non-U.S. Holder generally will not be subject to United States federal income tax on gain realized on the sale, exchange, redemption or other disposition of such Instrument unless (i) such gain is (or is treated as) effectively connected with a United States trade or business or (ii) in the case of a non-U.S. Holder who is an individual, the individual is present in the United States for a total of 183 days or more during the taxable year in which such gain is realized.

### **Backup Withholding and Information Reporting**

Backup withholding generally will not apply to payments by AFC to a non-U.S. Holder of principal or interest on Instruments if the certifications required for such Instruments, described above, are received. Payments of interest to a non-U.S. Holder on an Instrument in registered form will be reported to the Internal Revenue Service and to the holder.

Payments of proceeds of the sale, exchange or other disposition of an Instrument effected by a broker at an office outside the United States generally will not be subject to backup withholding if the proceeds are paid to an account that the holder maintains at a financial institution outside the United States. However, if such broker is (a) a United States person, (b) a controlled foreign corporation for United States tax purposes, (c) a foreign person, 50% or more of the gross income of which is effectively connected with a United States trade or business for a specified period or (d) a foreign partnership that at any time during its taxable year is 50% or more owned by United States persons or is engaged in a U.S. trade or business, information reporting will be required with respect thereto unless the broker has in its records documentary evidence that the beneficial owner is not a United States person and certain other conditions are met or the beneficial owner otherwise establishes an exemption. Payments of principal or interest on an Instrument or the proceeds of a disposition of an Instrument effected at a United States office of a broker will be subject to backup withholding and information reporting, unless the holder certifies under penalties of perjury that it is not a United States person or otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules will be allowed as a refund or credit against the beneficial owner’s United States federal income tax liability provided the required information is furnished to the Internal Revenue Service in a timely manner.

### **U.S. Foreign Account Tax Compliance Withholding**

Sections 1471 through 1474 of the Code (**FATCA**) impose a new reporting regime and potentially a 30% withholding tax with respect to certain payments to (i) any non-U.S. financial institution (a “foreign financial institution”, or **FFI** (as defined by FATCA)) that does not become a **Participating FFI** by entering into an agreement with the U.S. Internal Revenue Service (**IRS**) to provide the IRS with certain information in respect of its account holders and investors or is not otherwise exempt from or in deemed compliance with FATCA and (ii) any investor (unless otherwise exempt from FATCA) that does not provide information sufficient to determine whether the investor is a U.S. person or should otherwise be treated as holding a “United States account” of the relevant Issuer (a **Recalcitrant Holder**). Aegon is classified as an FFI.

The new withholding regime will be phased in beginning 1 July 2014 for payments from sources within the United States and will apply to foreign passthru payments (a term not yet defined) no earlier than 1 January

2017. This withholding would potentially apply to payments in respect of (i) any Instruments characterised as debt (or which are not otherwise characterized as equity and have a fixed term) for U.S. federal tax purposes that are issued or materially modified on or after the **grandfathering date**, which is (a) in respect of Instruments issued by AFC, 1 July 2014 and (b) in respect of Instruments issued by Aegon, the later of (x) 1 July 2014 and (y) the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register; and (ii) any Instruments characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued.

The United States and a number of other jurisdictions have announced their intention to negotiate intergovernmental agreements to facilitate the implementation of FATCA (each, an **IGA**). Pursuant to FATCA and the "Model 1" and "Model 2" IGAs released by the United States, an FFI in an IGA signatory country could be treated as a **Reporting FI** not subject to withholding under FATCA on any payments it receives. Further, an FFI in a Model 1 IGA jurisdiction generally would not be required to withhold under FATCA or an IGA (or any law implementing an IGA) (any such withholding being **FATCA Withholding**) from payments it makes. The Model 2 IGA leaves open the possibility that a Reporting FI might in the future be required to withhold as a Participating FFI on foreign passthru payments and payments that it makes to Recalcitrant Holders. Under each Model IGA, a Reporting FI would still be required to report certain information in respect of its account holders and investors to its home government or to the IRS. The United States and the Netherlands have announced an intention to enter into an agreement.

AFC (and Aegon if it becomes a Participating FFI), as well as financial institutions through which payments on the Instruments are made, may be required to withhold FATCA Withholding if (i) any FFI through or to which payment on such Instruments is made is not a Participating FFI, a Reporting FI, or otherwise exempt from or in deemed compliance with FATCA or (ii) an investor is a Recalcitrant Holder .

Whilst the Instruments are held within the clearing systems, it is expected that FATCA will not affect the amount of any payments made under, or in respect of, the Instruments by any Issuer, any paying agent, common depositary or common safekeeper, given that each of the entities in the payment chain between each Issuer and the participants in the clearing systems is a major financial institution whose business is dependent on compliance with FATCA and that any alternative approach introduced under an IGA will be unlikely to affect the Instruments. The documentation expressly contemplates the possibility that the Instruments may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA Withholding. However, definitive Instruments will only be printed in remote circumstances.

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and the Model 1 IGA, all of which are subject to change or may be implemented in a materially different form.

THE UNITED STATES FEDERAL TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION ONLY AND MAY NOT BE APPLICABLE DEPENDING UPON A HOLDER'S PARTICULAR SITUATION OR IN RELATION TO INSTRUMENTS TREATED AS OTHER THAN DEBT FOR US FEDERAL INCOME TAX PURPOSES. INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISERS WITH RESPECT TO THE TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE INSTRUMENTS, INCLUDING THE TAX CONSEQUENCES UNDER FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX LAWS AND THE POSSIBLE EFFECTS OF CHANGES IN UNITED STATES OR OTHER TAX LAWS.

## **The Proposed Financial Transactions Tax**

The European Commission has published a proposal for a Directive for a common financial transactions tax (**FTT**) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**).

The proposed FTT has very broad scope and could, if introduced in its current form, apply to certain dealings in the Instruments (including secondary market transactions) in certain circumstances. The issuance and subscription of the Instruments should, however, be exempt.

Under current proposals the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Instruments where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT proposal remains subject to negotiation between the participating Member States and is the subject of legal challenge. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate. Prospective holders of the Instruments are advised to seek their own professional advice in relation to the FTT.

## SUBSCRIPTION AND SALE

Instruments may be sold from time to time by the Issuer to any one or more of Barclays Bank PLC, BNP Paribas, Citigroup Global Markets Limited, Deutsche Bank AG, London Branch, HSBC Bank plc, J.P. Morgan Securities plc, Merrill Lynch International, Morgan Stanley & Co. International plc, The Royal Bank of Scotland plc and UBS Limited (the **Dealers**). Instruments may also be sold by the Issuers direct to institutions who are not Dealers. The arrangements under which Instruments may from time to time be agreed to be sold by an Issuer to, and purchased by, Dealers are set out in an amended and restated dealership agreement dated 17 December 2013 (the **Dealership Agreement**) and made between the Issuers and the Dealers. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Instruments, the price at which such Instruments will be purchased by the Dealers and the commissions or other agreed deductibles (if any) payable or allowable by the relevant Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Instruments.

Each Dealer has agreed to comply with the following provisions except to the extent that, as a result of any change(s) in, or in the official interpretation of, any applicable laws and/or regulations, non-compliance would not result in any breach of the provisions below.

### United States of America

Instruments have not been and will not be registered under the United States 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 may not be offered or sold within the United States or to or for the account or benefit of U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

Instruments in bearer form issued by Aegon are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and the Treasury regulations promulgated thereunder.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Dealership Agreement, it will not offer, sell or deliver Instruments, (a) as part of their distribution at any time or (b) otherwise until 40 days after the completion of the distribution of the Instruments comprising the relevant Tranche, as certified to the Fiscal Agent or the relevant Issuer by such Dealer (or, in the case of a sale of a Tranche of Instruments to or through more than one Dealer, by each of such Dealers as to Instruments of such Tranche purchased by or through it, in which case the Fiscal Agent or the relevant 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, and such Dealer will have sent to each dealer to which it sells Instruments during the restricted period relating thereto a confirmation or other notice setting forth the restrictions on offers and sales of the Instruments within the United States or to or for the account or benefit of U.S. persons. In addition, until 40 days after the commencement of the offering of Instruments comprising any Tranche, any offer or sale of Instruments within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

Each Tranche of Instruments will also be subject to such further United States selling restrictions as the relevant Issuer and the relevant Dealer(s) may agree and as indicated in the relevant Final Terms.

## Public Offer Selling Restriction under the Prospectus Directive

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a **Relevant Member State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of Instruments which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Instruments to the public in that Relevant Member State:

- (a) if the final terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to Article 3(2) of the Prospectus Directive in that Relevant Member State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Instruments which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (c) at any time to fewer than 100, or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the relevant Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Instruments referred to in (b) to (d) above shall require the relevant Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision:

- the expression an **offer of Instruments to the public** in relation to any Instruments in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Instruments to be offered so as to enable an investor to decide to purchase or subscribe the Instruments, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State;
- the expression **Prospectus Directive** means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State; and
- the expression **2010 PD Amending Directive** means Directive 2010/73/EU.

## United Kingdom

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

- (a) in relation to any Instruments which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Instruments in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Instruments in, from or otherwise involving the United Kingdom.

## France

### (a) Offer to the public in France

Each of the Dealers and the Issuers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has only made and will only make an offer of Instruments to the public (*appel public à l'épargne*) in France in the period beginning (i) when a prospectus in relation to those Instruments has been approved by the Autorité des marchés financiers (AMF), on the date of such publication or, (ii) when a prospectus has been approved by the competent authority of another Member State of the European Economic Area which has implemented the EU Prospectus Directive 2003/71/EC, on the date of notification of such approval to the AMF, and ending at the latest on the date which is 12 months after the date of approval of the Base Prospectus, all in accordance with articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF.

### (b) Private placement in France

Each of the Dealers and the Issuers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes and 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*), other than individuals all as defined in, and in accordance with, articles L.411-1, L.411-2, D.411-1 of the French *Code monétaire et financier*.

## Japan

The Instruments have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**). Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has

not offered or sold and will not offer or sell any Instruments, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Control Act (Act No. 228 of 1949, as amended)) or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any applicable laws, regulations and guidelines of Japan.

## **General**

Save for having obtained the approval of this document by the AFM, no action has been or will be taken in any country or jurisdiction by the relevant Issuer or the Dealers that is intended to permit a public offering of Instruments, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands this Base Prospectus and any Final Terms comes are required by the relevant Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Instruments or have in their possession or distribute such offering material, in all cases at their own expense.



## GENERAL INFORMATION

1. The update and amendment of the Programme was authorised by resolutions of the Executive Board (*Raad van Bestuur*) of Aegon on 20 March 2006 and 2 December 2013 and of the Board of Directors of AFC on 27 November 2013.
2. Aegon is involved in litigation in the ordinary course of business, including litigation where compensatory or punitive damages and mass or class relief are sought. In particular, certain current and former customers, and groups representing customers, have initiated litigation and certain groups are encouraging others to bring lawsuits in respect of certain products. Aegon has established litigation policies to deal with the claims defending when the claim is without merit and seeking to settle in certain circumstances. There can be no assurances that Aegon will be able to resolve existing litigation in the manner it expects or that existing or future litigation will not result in unexpected liability. For a detailed description of litigation procedures in which Aegon is involved, please refer to section 8 (Legal and arbitration proceedings) of the Registration Document.

There have been no significant changes in the financial or trading position and the prospects of the group since 30 June 2013.

There has been no material adverse change in the financial position or prospects of Aegon since 31 December 2012.

3. The financial statements of Aegon have been audited for the three financial years preceding the date of this Base Prospectus by Ernst & Young Accountants LLP, certified public accountants, and unqualified opinions have been issued thereon. AFC does not have independently audited financial data. It is not required to publish audited financial data. AFC's financial data are included in Aegon's financial data, which are audited. There is no published financial data available for AFC.
4. For so long as the Programme remains in effect or any Instruments shall be outstanding, copies and, where appropriate, English translations of the following documents may be inspected during normal business hours at the specified office of the Fiscal Agent and Principal Registrar and from the registered office of the Issuers, namely:
  - (a) the articles of association (*statuten*) of Aegon;
  - (b) the limited liability company agreement (articles of association) of AFC;
  - (c) the Base Prospectus in relation to the Programme, together with any amendments or supplements thereto and any document incorporated therein by reference;
  - (d) the Issue and Paying Agency Agreement;
  - (e) the Trust Deed;
  - (f) the Guarantee;
  - (g) the most recent publicly available audited consolidated financial statements of Aegon beginning with such financial statements for the years ended 31 December 2010, 2011 and 2012 and any interim financial statements published subsequently; and
  - (h) any Final Terms.

5. The yield for any particular Series of Notes will be specified in the applicable Final Terms and will be calculated on the basis of the compound annual rate of return if the relevant Notes were to be purchased at the Issue Price on the Issue Date and held to maturity. Set out below is an example formula for the purposes of calculating the yield of Fixed Rate Notes or Zero Coupon Notes. The Final Terms in respect of any Floating Rate Notes will not include any indication of yield.

$$\text{Issue Price} = \text{Rate of Interest} * \frac{1 - \left( \frac{1}{(1 + \text{Yield})^n} \right)}{\text{Yield}} + \left[ \text{Final Redemption Amount} * \frac{1}{(1 + \text{Yield})^n} \right]$$

Where:

“Rate of Interest” means the Rate of Interest expressed as a percentage as specified in the applicable Final Terms and adjusted according to the frequency (and in the case of Zero Coupon Notes, means “0”) i.e. for a semi-annual paying Note, the rate of interest is half the stated annualised rate of interest in the Final Terms;

“Yield” means the yield to maturity calculated on a frequency commensurate with the frequency of interest payments as specified in the applicable Final Terms (and in the case of Zero Coupon Notes, means Accrual Yield as specified in the applicable Final Terms); and

“n” means the number of interest payments to maturity.

Set out below is a worked example illustrating how the yield on a Series of Fixed Rate Notes could be calculated on the basis of the above formula. It is provided for purposes of illustration only and should not be taken as an indication or prediction of the yield for any Series of Notes; it is intended merely to illustrate the way which the above formula could be applied.

Where:

N = 6

Rate of Interest = 3.875%

Issue Price = 99.392

Final Redemption Amount = 100

$$99.392 = 3.875 * \frac{1 - \left( \frac{1}{(1 + \text{Yield})^6} \right)}{\text{Yield}} + \left[ 100 * \frac{1}{(1 + \text{Yield})^6} \right]$$

Yield = 3.99% (calculated by iteration)

The yield specified in the applicable Final Terms in respect of a Series of Notes will not be an indication of future yield.

6. The Notes have been accepted for clearance through Euroclear Nederland, Euroclear and Clearstream, Luxembourg. The Capital Securities have been accepted for clearance through Euroclear Nederland. The appropriate common code and International Securities Identification Number in relation to the Instruments of each Series and any other clearing system as shall have accepted the relevant Instruments for clearance, will be specified in the Final Terms relating thereto. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels,

the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg and the address of Euroclear Nederland is Herengracht 459-469, 1017 BS Amsterdam.

7. Bearer Instruments (other than Temporary Global Instruments) issued by Aegon and any Coupon appertaining thereto will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a Bearer Instrument or Coupon generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Instrument or Coupon and any gain (which might otherwise be characterised as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
8. Settlement arrangements will be agreed between the relevant Issuer, the relevant Dealer and the Fiscal Agent or, as the case may be, the Registrar in relation to each Tranche of Instruments.
9. Save as set out in the Final Terms, no Issuer intends to provide any post-issuance information in relation to the issue of any Instruments.
10. Certain of the Dealers 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 Issuers and their affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Dealers 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 Issuers or Issuers' affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuers routinely hedge their credit exposure to the Issuers consistent with their customary risk management policies. Typically, such Dealers 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 Instruments issued under the Programme. Any such short positions could adversely affect future trading prices of Instruments issued under the Programme. The Dealers 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.

## **REGISTERED AND HEAD OFFICE OF THE ISSUERS AND THE GUARANTOR**

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2591 TV The Hague  
The Netherlands

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