

Transfer of securities to BNP Paribas Arbitrage Issuance B.V. ("BNPP IBV") pursuant to Part VII of the UK Financial Services and Markets Act 2000

On 19 November 2015, The Royal Bank of Scotland plc (with its registered office at 36 St Andrew Square, Edinburgh, Scotland) ("RBS") and BNP Paribas S.A. (incorporated in France and with its registered office at 16, Boulevard des Italiens, 75009 Paris, France) ("BNPP"), acting through its London Branch, announced that the Court of Session in Scotland had approved and sanctioned the implementation of a banking business transfer scheme, whereby certain assets and liabilities related to RBS's structured retail investor products and equity derivatives business would be transferred to BNPP pursuant to Part VII of the UK Financial Services and Markets Act 2000 (the "Part VII Scheme").

The Part VII Scheme took effect on 7 December 2015 (the "Effective Date").

On the Effective Date, BNPP, acting through its London Branch, became the issuer of those securities originally issued by RBS that were transferred pursuant to the Part VII Scheme. Immediately after the transfer of those securities to BNPP, acting through its London Branch, the role of the issuer under those securities was transferred, also under the terms of the Part VII Scheme, to BNPP IBV, a wholly owned subsidiary of BNPP. As part of the Part VII Scheme, BNPP guarantees all the obligations of BNPP IBV arising in respect of the transferred securities.

Under the Part VII Scheme, amendments were made to the terms of the transferring securities and to agreements related to them from the Effective Date in order to give effect to the Part VII Scheme, including (but not limited to) references to "RBS", in its capacity as issuer of the transferred securities, being construed as references to "BNPP IBV".

Details of the securities that have transferred under the Part VII Scheme as well as further Part VII Scheme generally can viewed http://warrants.bnpparibas.com/



Transfers of securities to RBS plc pursuant to Part VII of the UK Financial Services and Markets Act 2000

On 6 February 2010 ABN AMRO Bank N.V. (registered with the Dutch Chamber of Commerce under number 33002587) changed its name to The Royal Bank of Scotland N.V. ("RBS N.V.") and on 1 April 2010 ABN AMRO Holding N.V. changed its name to RBS Holdings N.V.

On 23 September 2011, RBS N.V. and The Royal Bank of Scotland plc (with its registered office at 36 St Andrew Square, Edinburgh, Scotland) ("RBS plc") announced that the Court of Session in Scotland had approved and sanctioned the implementation of a banking business transfer scheme whereby eligible business carried on in the United Kingdom by RBS N.V. would be transferred to RBS plc pursuant to Part VII of the UK Financial Services and Markets Act 2000 (the "Part VII Scheme"). The Part VII Scheme took effect on 17 October 2011 (the "Effective Date").

From the Effective Date, RBS plc became the issuer of those securities originally issued by RBS N.V. which were transferred to RBS plc pursuant to the Part VII Scheme. Under the Part VII Scheme, amendments were made to the terms of the transferring securities and to agreements related to them from the Effective Date in order to give effect to the Part VII Scheme, including (but not limited to) references to "RBS N.V." being construed as references to "RBS plc". Details of these amendments are set out in the Scheme Document which can be viewed at http://www.investors.rbs.com/RBS NV.

For details of which securities were transferred to RBS plc pursuant to the Part VII Scheme, investors should refer to http://www.investors.rbs.com/RBS_NV or, for securities issued from on or about 21 July 2011, investors should refer to the terms of the issue or offer documents (including term-sheets) (if they indicate that RBS plc was expected to become the issuer of the securities as a result of the Part VII Scheme, then RBS plc has become the issuer, unless the securities have been exercised, redeemed or repurchased and cancelled prior to the implementation of the Part VII Scheme).

For further details of the Part VII Scheme generally, investors should refer to http://www.investors.rbs.com/RBS NV.

FINAL TERMS

DATED 24 JUNE 2008



500,000 MSCI[®] OPEN END CERTIFICATES LINKED TO ASIA PACIFIC EX JAPAN NET TOTAL RETURN INDEX "MSCI[®] CERTIFICATEN: AZIË"

INDICATIVE ISSUE PRICE: EUR 10.20

500,000 OPEN END CERTIFICATES LINKED TO MSCI® DAILY TOTAL RETURN NET EMERGING MARKETS LATIN USD INDEX "MSCI® CERTIFICATEN: LATIJNS-AMERIKA"

INDICATIVE ISSUE PRICE: EUR 10.20

500,000 OPEN END CERTIFICATES LINKED TO MSCI® DAILY TOTAL RETURN NET EMERGING MARKETS USD INDEX "MSCI® CERTIFICATEN: OPKOMENDE MARKTEN"

INDICATIVE ISSUE PRICE: EUR 10.15

500,000 OPEN END CERTIFICATES MSCI® GCC COUNTRIES EX SAUDI ARABIA NET TOTAL RETURN USD INDEX "MSCI® CERTIFICATEN: GOLFREGIO"

INDICATIVE ISSUE PRICE: EUR 10.20

FINAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the General Conditions and the Product Conditions applicable to each Series of Certificates described herein (the "relevant Product Conditions") as set forth in the Base Prospectus relating to Certificates dated 1 July 2007 (the "Base Prospectus") as supplemented from time to time which constitutes a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "Prospectus Directive"). This document constitutes the Final Terms of each Series of the Certificates described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with the Base Prospectus as so supplemented. Full information on the Issuer and each Series of the Certificates described herein is only available on the basis of the combination of these Final Terms and the Base Prospectus as so supplemented. The Base Prospectus as so supplemented is available for viewing at the registered office of the Issuer at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands and copies may be obtained from the Issuer at that address.

These Final Terms relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions and the relevant Product Conditions contained in the Base Prospectus as so supplemented. These Final Terms, the relevant Product Conditions and the General Conditions together constitute the Conditions of each Series of the Certificates described herein and will be attached to any Global Security representing each such Series of the Certificates. In the event of any inconsistency between these Final Terms and the General Conditions or the relevant Product Conditions, these Final Terms will govern.

The Netherlands Authority for the Financial Markets has provided the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin), Financial Market Authority (FMA), Commission Bancaire, Financiere et des Assurances (CBFA), Comisión Nacional del Mercado de Valores (CNMV), Comissão do Mercado de Valores Mobiliários (CMVM), Autorité des Marchés Financiers (AMF), Irish Financial Services Regulatory Authority (IFSRA), Commissione Nazionale per le Societa e la Borsa (CONSOB), Commission de Surveillance du Secteur Financier (CSSF), Financial Services Authority (FSA), the Finnish Supervision Authority, the Danish Financial Services Authority (Finanstilsynet), the Swedish Financial Supervisory Authority, the Czech National Bank (CNB) and Comisia Nationala a Valorilor Mobiliare (CNVM) with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

So far as the Issuer is aware, no person (other than the Issuer in its separate capacities as Issuer and Calculation Agent, see "Risk Factors – Actions taken by the Calculation Agent may affect the Underlying" in the Base Prospectus) involved in the issue of the Certificates has an interest material to the offer.

Issuer: ABN AMRO Bank N.V., acting through its principal

office at Gustav Mahlerlaan 10, 1082 PP Amsterdam, The Netherlands or its London branch at 250 Bishopsgate,

London EC2M 4AA

Clearing Agents: Centraal Instituut voor Giraal Effectenverkeer B.V.

(Euroclear Netherlands)Euroclear Bank S.A./N.V. as

operator of the Euroclear system

Clearstream Banking, société anonyme

Launch Date: 23 June 2008

Subscription Period: Not Applicable

Issue Date: 26 June 2008

Listing: Euronext Amsterdam

Listing Date: 26 June 2008 Pricing Date: 23 June 2008

Admission to trading: Application has been made for the Securities to be

admitted to trading on Euronext Amsterdam by NYSE

Euronext with effect from the Launch Date

Announcements to Holders: Delivered to Clearing Agents

Principal Agent: ABN AMRO Bank N.V., 250 Bishopsgate, London

EC2M 4AA

Registrar: None

Agent(s): ABN AMRO Bank N.V. MF 2020 Kemelstede 2, P.O.

Box 3200, 4800 DE Breda, The Netherlands

Calculation Agent: ABN AMRO Bank N.V., 250 Bishopsgate, London

EC2M 4AA

Indication of yield: Not Applicable

INDEX OPEN END CERTIFICATES

Series: Open End Certificates linked to MSCI® Asia Pacific Ex Japan Net Total Return

Index

Issue Price: EUR 10.20 (Indicative)

Additional Market Disruption Events:

The events listed below shall also be deemed to be a Market Disruption Event, including but not limited to the following:

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located or in the principal financial centre of the Relevant Currency; or
- (ii) Price Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate on any relevant date, in the inter-bank market; or
- Governmental Default. With respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such jurisdiction or the Relevant Currency between accounts in such jurisdiction or to a party that a non-resident of such jurisdiction; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives this Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or

- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character which is imposed in the country of the principal financial centre of the Relevant Currency; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency, or where the Settlement Currency is the Relevant Currency, the unavailability of the Relevant Currency in the principal financial centre of any other applicable currency; or
- (x) Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

Where:

"Governmental Authority" is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate:

"Relevant Currency" means the Settlement Currency, the lawful currency in which the underlying of the Security or any constituent of such underlying is denominated, from time to time, or the lawful currency of the country in which the Exchange or the primary exchange on which an underlying or any constituent of such underlying, is located provided that Relevant Currency shall not include any lawful currency that is a Standard Currency. Notwithstanding the foregoing, where the underlying of a Security is a fund, including but not limited to, an exchange traded fund, a mutual fund, a unit trust or a hedge fund, or an American Depository Receipt ("ADR") or Global Depository Receipt ("GDR"), the constituents of such fund, ADR or GDR as applicable, shall not be considered for the purpose of this definition;

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency, or where the Relevant Currency is the Settlement Currency, between the Relevant Currency and any other applicable currency, as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

"Standard Currency" means the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States, or such other currency as determined by the Calculation Agent at its sole and absolute discretion from time to time;

Business Day:

As stated in Product Condition 1

Cash Amount:

The Cash Amount on the Pricing Date shall be EUR 10

Thereafter, the Cash Amount shall be calculated on every Trading Day according to the following formula:

$$CA_{t} = I_{t} \times \frac{CA_{t-1}}{I_{t-1}} \times \frac{FX_{t}}{FX_{t-1}} \times \left(1 - \left[F \times DCF(t-1,t)\right]\right)$$

Where:

 CA_t = Cash Amount in respect of a Trading Day t, the Valuation Date or Issuer Call Date, as applicable;

 $CA_{t-1} = (i)$ Cash Amount on the immediately preceding Trading Day (t-1);

 I_t = The Final Reference Price on Trading Day t, or, if there has been a Market Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date;

 I_{t-1} = The Final Reference Price on the immediately preceding Trading Day (t-1), or, if there has been a Market Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date;

F = Index Fee:

 FX_t = The Exchange Rate on Trading Day t;

 $FX_{t,l}$ = The Exchange Rate on the immediately preceding Trading Day (t-1);

DCF(t-1,t) = The number of calendar days from (but excluding) Trading Day (t-1) to (and including) Trading Day t, divided by 360;

Early Termination

Amount:

Not applicable

Early Termination Not applicable

Date:

Early Termination Not applicable

Event:

Entitlement: 1

Exercise Date: The third Business Day preceding the scheduled Valuation Date, as provided in

Product Condition 3

Exercise Time: 10.00am Central European Time

Final Reference

Price:

An amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at the Valuation Time on any Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant

Index: MSCI[®] Asia Pacific Ex Japan Net Total Return Index (Bloomberg Code:

NDUECAXJ <INDEX>)

Index Fee: 0.75 per cent. per annum

Initial Reference Not Applicable

Price:

Issuer Call The first Business Day following the three month period from (and including)

Commencement the Issue Date

Date:

Issuer Call Notice Three months

Period:

Maximum

Not Applicable

Maintenance Fee:

Pricing Date(s):

23 June 2008

Relevant Number of For the purposes of:

Trading Days:

Early Termination Date: Not Applicable

Issuer Call Date: 5, or in respect of an Additional Market

Disruption Event only, 180

Valuation Date: 5, or in respect of an Additional Market

Disruption Event only, 180

Settlement Currency: EUR

Settlement Date: The fifth Business Day following the Valuation Date or the Issuer Call Date, as

the case may be

Trading Day: As stated in Product Condition 1

Underlying

USD

Currency:

Valuation Date(s): The last Trading Day of March in each year, commencing at least one calendar

year after the Issue Date

Amendments to None

General Conditions and/or **Product**

Conditions:

Amendments to the None

Offering Procedure for the Securities:

ISIN: NL0006317588

Common Code: 37253804

Fondscode: Not Applicable Not Applicable WKN:

Other Securities Not Applicable

Code:

Other Provisions: Not Applicable

INFORMATION ON THE UNDERLYING

Page where information about the past and Bloomberg page: NDUECAXJ <INDEX> future performance of the Underlying and its volatility can be obtained:

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Series:

Open End Certificates MSCI® Daily Total Return Net Emerging Markets Latin USD Index

Issue Price:

EUR 10.20 (Indicative)

Additional Market Disruption Events: The events listed below shall also be deemed to be a Market Disruption Event, including but not limited to the following:

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located or in the principal financial centre of the Relevant Currency; or
- (ii) Price Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate on any relevant date, in the inter-bank market; or
- Governmental Default. With respect to any security or indebtedness for (iii) money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such jurisdiction or the Relevant Currency between accounts in such jurisdiction or to a party that a non-resident of such jurisdiction; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives this Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character which is imposed in the country of the principal financial centre of the

Relevant Currency; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency, or where the Settlement Currency is the Relevant Currency, the unavailability of the Relevant Currency in the principal financial centre of any other applicable currency; or
- (x) Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

Where:

"Governmental Authority" is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate;

"Relevant Currency" means the Settlement Currency, the lawful currency in which the underlying of the Security or any constituent of such underlying is denominated, from time to time, or the lawful currency of the country in which the Exchange or the primary exchange on which an underlying or any constituent of such underlying, is located provided that Relevant Currency shall not include any lawful currency that is a Standard Currency. Notwithstanding the foregoing, where the underlying of a Security is a fund, including but not limited to, an exchange traded fund, a mutual fund, a unit trust or a hedge fund, or an American Depository Receipt ("ADR") or Global Depository Receipt ("GDR"), the constituents of such fund, ADR or GDR as applicable, shall not be considered for the purpose of this definition;

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency, or where the Relevant Currency is the Settlement Currency, between the Relevant Currency and any other applicable currency, as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

"Standard Currency" means the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States, or such other currency as determined by the Calculation Agent at its sole and absolute discretion from time to time;

Business Day:

As stated in Product Condition 1

Cash Amount:

The Cash Amount on the Pricing Date shall be EUR 10

Thereafter, the Cash Amount shall be calculated on every Trading Day according to the following formula:

$$CA_{t} = I_{t} \times \frac{CA_{t-1}}{I_{t-1}} \times \frac{FX_{t}}{FX_{t-1}} \times \left(1 - \left[F \times DCF(t-1,t)\right]\right)$$

Where:

 CA_t = Cash Amount in respect of a Trading Day t, the Valuation Date or Issuer Call Date, as applicable;

 $CA_{t,l} = (i)$ Cash Amount on the immediately preceding Trading Day (t-1);

 I_t = The Final Reference Price on Trading Day t, or, if there has been a Market

Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date:

 I_{t-1} = The Final Reference Price on the immediately preceding Trading Day (t-1), or, if there has been a Market Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date;

F = Index Fee:

 FX_t = The Exchange Rate on Trading Day t;

 $FX_{t,l}$ = The Exchange Rate on the immediately preceding Trading Day (t-1);

DCF(t-1,t) = The number of calendar days from (but excluding) Trading Day (t-1) to (and including) Trading Day t, divided by 360;

Early

Not applicable

Termination Amount:

Early Not applicable

Termination

Date:

Not applicable Early

Termination Event:

Entitlement:

Exercise Date: The third Business Day preceding the scheduled Valuation Date, as provided in

Product Condition 3

Exercise Time: 10.00am Central European Time

Final Reference

Price:

An amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at the Valuation Time on any Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant

MSCI[®] Daily Total Return Net Emerging Markets Latin USD Index (Bloomberg Index:

Code: NDUEEGFL <INDEX>)

Index Fee: 0.75 per cent. per annum

Initial Not Applicable

Reference Price:

Commencement

The first Business Day following the three month period from (and including) the

Call Issue Date

Date:

Issuer Call Three months

Notice Period:

Maximum Not Applicable

Maintenance

Fee:

Pricing Date(s): 23 June 2008

Relevant For the purposes of:

Number of

Trading Days:

Early Termination Date: Not Applicable

Issuer Call Date: 5, or in respect of an Additional Market Disruption

Event only, 180

Valuation Date: 5, or in respect of an Additional Market Disruption

Event only, 180

Settlement EUR

Currency:

Settlement The fifth Business Day following the Valuation Date or the Issuer Call Date, as the

Date: case may be

Trading Day: As stated in Product Condition 1

Underlying

USD

Currency:

Valuation The last Trading Day of March in each year, commencing at least one calendar year

Date(s): after the Issue Date

Amendments to None

General Conditions and/or Product Conditions:

Amendments to None

the Offering Procedure for the Securities:

ISIN: NL0006317596

Common Code: 37253936

Fondscode: Not Applicable WKN: Not Applicable Other Securities Not Applicable

Code:

Other Not Applicable

Provisions:

INFORMATION ON THE UNDERLYING

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Series:

Open End Certificates linked to MSCI® Daily Total Return Net Emerging Markets USD Index

Issue Price:

EUR 10.15 (Indicative)

Additional Market Disruption Events: The events listed below shall also be deemed to be a Market Disruption Event, including but not limited to the following:

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located or in the principal financial centre of the Relevant Currency; or
- (ii) Price Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate on any relevant date, in the inter-bank market; or
- Governmental Default. With respect to any security or indebtedness for (iii) money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such jurisdiction or the Relevant Currency between accounts in such jurisdiction or to a party that a non-resident of such jurisdiction; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives this Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character which is imposed in the country of the principal financial centre of the Relevant Currency; or

- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant Currency, or where the Settlement Currency is the Relevant Currency, the unavailability of the Relevant Currency in the principal financial centre of any other applicable currency; or
- (x) Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

Where:

"Governmental Authority" is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate;

"Relevant Currency" means the Settlement Currency, the lawful currency in which the underlying of the Security or any constituent of such underlying is denominated, from time to time, or the lawful currency of the country in which the Exchange or the primary exchange on which an underlying or any constituent of such underlying, is located provided that Relevant Currency shall not include any lawful currency that is a Standard Currency. Notwithstanding the foregoing, where the underlying of a Security is a fund, including but not limited to, an exchange traded fund, a mutual fund, a unit trust or a hedge fund, or an American Depository Receipt ("ADR") or Global Depository Receipt ("GDR"), the constituents of such fund, ADR or GDR as applicable, shall not be considered for the purpose of this definition;

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency, or where the Relevant Currency is the Settlement Currency, between the Relevant Currency and any other applicable currency, as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

"Standard Currency" means the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States, or such other currency as determined by the Calculation Agent at its sole and absolute discretion from time to time;

Business Day: As stated in Product Condition 1

Cash Amount: The Cash Amount on the Pricing Date shall be EUR 10

Thereafter, the Cash Amount shall be calculated on every Trading Day according to the following formula:

$$CA_{t} = I_{t} \times \frac{CA_{t-1}}{I_{t-1}} \times \frac{FX_{t}}{FX_{t-1}} \times \left(1 - \left[F \times DCF(t-1,t)\right]\right)$$

Where:

 CA_t = Cash Amount in respect of a Trading Day t, the Valuation Date or Issuer Call Date, as applicable;

 $CA_{t-1} = (i)$ Cash Amount on the immediately preceding Trading Day (t-1);

 I_t = The Final Reference Price on Trading Day t, or, if there has been a Market

Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date:

 $I_{t,l}$ = The Final Reference Price on the immediately preceding Trading Day (t-1), or, if there has been a Market Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date;

F = Index Fee;

 FX_t = The Exchange Rate on Trading Day t;

 $FX_{t,l}$ = The Exchange Rate on the immediately preceding Trading Day (t-1);

DCF(t-1,t) = The number of calendar days from (but excluding) Trading Day (t-1) to (and including) Trading Day t, divided by 360;

Early

Not applicable

Termination Amount:

Early Not applicable

Termination

Date:

Not applicable Early

Termination Event:

Entitlement: 1

Exercise Date: The third Business Day preceding the scheduled Valuation Date, as provided in

Product Condition 3

Exercise Time: 10.00am Central European Time

Final Reference

Price:

An amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at the Valuation Time on any Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant

MSCI[®] Daily Total Return Net Emerging Markets USD Index (Bloomberg Code: Index:

NDUEEGF <INDEX>)

Index Fee: 0.75 per cent. per annum

Initial Reference

Not Applicable

Price:

Issuer Call The first Business Day following the three month period from (and including) the

Commencement Issue Date

Date:

Issuer Call Three months

Notice Period:

Maximum Not Applicable

Maintenance

Fee:

Pricing Date(s): 23 June 2008 Relevant

For the purposes of:

Number

Trading Days:

Early Termination Date:

Not Applicable

Issuer Call Date:

5, or in respect of an Additional Market Disruption

5, or in respect of an Additional Market Disruption

Event only, 180

Valuation Date:

Event only, 180

Settlement

EUR

of

Currency:

Settlement Date: The fifth Business Day following the Valuation Date or the Issuer Call Date, as the

case may be

Trading Day: As stated in Product Condition 1

Underlying

USD

None

Currency:

Valuation Date(s):

The last Trading Day of March in each year, commencing at least one calendar year

after the Issue Date

Amendments to

General Conditions

and/or Product

Conditions:

Amendments to None

the Offering Procedure for the Securities:

ISIN: NL0006317612

Common Code: 37254053

Fondscode: Not Applicable WKN: Not Applicable Other Securities

Not Applicable

Code:

Other Not Applicable

Provisions:

INFORMATION ON THE UNDERLYING

Page where information about the past and Bloomberg page: NDUEEGF <INDEX> future performance of the Underlying and its volatility can be obtained:

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Series:

Open End Certificates MSCI® GCC Countries ex Saudi Arabia Net Total Return USD Index

Issue Price:

EUR 10.20 (Indicative)

Additional Market Disruption Events: The events listed below shall also be deemed to be a Market Disruption Event, including but not limited to the following:

- (i) Moratorium. A general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located or in the principal financial centre of the Relevant Currency; or
- (ii) Price Source Disruption. It becomes impossible to obtain the Relevant Currency Exchange Rate on any relevant date, in the inter-bank market; or
- Governmental Default. With respect to any security or indebtedness for money borrowed or guaranteed by any Governmental Authority, there occurs a default, event of default or other similar condition or event (howsoever described) including, but not limited to, (A) the failure of timely payment in full of principal, interest or other amounts due (without giving effect to any applicable grace periods) in respect of any such security indebtedness for money borrowed or guarantee, (B) a declared moratorium, standstill, waiver, deferral, repudiation or rescheduling of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee or (C) the amendment or modification of the terms and conditions of payment of any principal, interest or other amounts due in respect of any such security, indebtedness for money borrowed or guarantee without the consent of all holders of such obligation. The determination of the existence or occurrence of any default, event of default or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness for money borrowed or guarantee; or
- (iv) Inconvertibility/non-transferability. The occurrence of any event which (A) generally makes it impossible to convert the currencies in the Relevant Currency Exchange Rate through customary legal channels for conducting such conversion in the principal financial centre of the Relevant Currency or (B) generally makes it impossible to deliver the Relevant Currency from accounts in the country of the principal financial centre of the Relevant Currency to accounts outside such jurisdiction or the Relevant Currency between accounts in such jurisdiction or to a party that a non-resident of such jurisdiction; or
- (v) Nationalisation. Any expropriation, confiscation, requisition, nationalisation or other action by any Governmental Authority which deprives this Issuer (or any of its Affiliates) of all or substantially all of its assets in the country of the principal financial centre of the Relevant Currency; or
- (vi) Illiquidity. It is impossible to obtain a firm quote for the Relevant Currency Exchange Rate for an amount which the Issuer considers necessary to discharge its obligations under the Securities; or
- (vii) Change in Law. A change in law in the country of the principal financial centre of the Relevant Currency which may affect the ownership in and/or the transferability of the Relevant Currency; or
- (viii) Imposition of Tax/Levy. The imposition of any tax and/or levy with punitive character which is imposed in the country of the principal financial centre of the Relevant Currency; or
- (ix) Unavailability of Settlement Currency. The unavailability of the Settlement Currency in the country of the principal financial centre of the Relevant

Currency, or where the Settlement Currency is the Relevant Currency, the unavailability of the Relevant Currency in the principal financial centre of any other applicable currency; or

(x) Any other event similar to any of the above, which could make it impracticable or impossible for the Issuer to perform its obligations in relation to the Securities.

Where:

"Governmental Authority" is any de facto or de jure government (or agency or instrumentality thereof, court, tribunal, administrative or other governmental authority) or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) in the country of the principal financial centre of either of the currencies in the Relevant Currency Exchange Rate:

"Relevant Currency" means the Settlement Currency, the lawful currency in which the underlying of the Security or any constituent of such underlying is denominated, from time to time, or the lawful currency of the country in which the Exchange or the primary exchange on which an underlying or any constituent of such underlying, is located provided that Relevant Currency shall not include any lawful currency that is a Standard Currency. Notwithstanding the foregoing, where the underlying of a Security is a fund, including but not limited to, an exchange traded fund, a mutual fund, a unit trust or a hedge fund, or an American Depository Receipt ("ADR") or Global Depository Receipt ("GDR"), the constituents of such fund, ADR or GDR as applicable, shall not be considered for the purpose of this definition;

"Relevant Currency Exchange Rate" means each rate of exchange between the Relevant Currency and the Settlement Currency, or where the Relevant Currency is the Settlement Currency, between the Relevant Currency and any other applicable currency, as determined by the Calculation Agent by reference to such sources as the Calculation Agent may reasonably determine to be appropriate at such time;

"Standard Currency" means the lawful currency of Australia, Austria, Belgium, Canada, Cyprus, Denmark, Finland, France, Germany, Greece, Hong Kong, Iceland, Ireland, Italy, Japan, Luxembourg, Malta, the Netherlands, New Zealand, Norway, Portugal, Singapore, Slovenia, Spain, Sweden, Switzerland, Taiwan, the United Kingdom and the United States, or such other currency as determined by the Calculation Agent at its sole and absolute discretion from time to time;

Business Day:

As stated in Product Condition 1

Cash Amount:

The Cash Amount on the Pricing Date shall be the Issue Price

Thereafter, the Cash Amount shall be calculated on every Trading Day according to the following formula:

$$CA_{t} = I_{t} \times \frac{CA_{t-1}}{I_{t-1}} \times \frac{FX_{t}}{FX_{t-1}} \times \left(1 - \left[F \times DCF(t-1,t)\right]\right)$$

Where:

 CA_t = Cash Amount in respect of a Trading Day t, the Valuation Date or Issuer Call Date, as applicable;

 $CA_{t-1} = (i)$ Cash Amount on the immediately preceding Trading Day (t-1);

 I_t = The Final Reference Price on Trading Day t, or, if there has been a Market

Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date:

 $I_{t,l}$ = The Final Reference Price on the immediately preceding Trading Day (t-1), or, if there has been a Market Disruption Event on such day, the level as determined as if such Trading Day was a Valuation Date;

F = Index Fee;

 FX_t = The Exchange Rate on Trading Day t;

 $FX_{t,l}$ = The Exchange Rate on the immediately preceding Trading Day (t-1);

DCF(t-1,t) = The number of calendar days from (but excluding) Trading Day (t-1) to (and including) Trading Day t, divided by 360;

Early

Not applicable

Termination Amount:

Early Not applicable

Termination

Date:

Not applicable Early

Termination Event:

Entitlement:

The third Business Day preceding the scheduled Valuation Date, as provided in Exercise Date:

Product Condition 3

Exercise Time: 10.00am Central European Time

Final Reference

Price:

An amount (which shall be deemed to be a monetary value in the Underlying Currency) equal to the level of the Index at the Valuation Time on any Trading Day, as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction or (if, in the determination of the Calculation Agent, no such level can be determined and no Market Disruption Event has occurred and is continuing) an amount determined by the Calculation Agent as its good faith estimate of the level of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares and such other factors as the Calculation Agent determines relevant

Index: MSCI® GCC Countries ex Saudi Arabia Net Total Return USD Index (Bloomberg

Code: MSGCNTRU <INDEX>)

Index Fee: 1.00 per cent. per annum

Initial Reference Not Applicable

Price:

Issuer

The first Business Day following the three month period from (and including) the

Commencement Issue Date

Date:

Issuer Call Notice

Three months

Period:

Maximum Not Applicable

Maintenance Fee:

Pricing Date(s): 23 June 2008 Relevant Number

For the purposes of:

of Trading Days:

Early Termination Date: Not Applicable

Issuer Call Date: 5, or in respect of an Additional Market Disruption

Event only, 180

5, or in respect of an Additional Market Disruption

Valuation Date:

Event only, 180

Settlement

EUR

Currency:

Settlement Date: The fifth Business Day following the Valuation Date or the Issuer Call Date, as the

case may be

Trading Day: As stated in Product Condition 1

Underlying

USD

None

Currency:

Valuation Date(s):

The last Trading Day of March in each year, commencing at least one calendar

year after the Issue Date

Amendments to

General

Conditions and/or

Product Conditions:

Amendments to None

the Offering Procedure for the

Securities:

ISIN: NL0006317604

Common Code: 37253995

Fondscode: Not Applicable WKN: Not Applicable Other Securities Not Applicable

Code:

Other Provisions: Not Applicable

INFORMATION ON THE UNDERLYING

Page where information about the past and future performance of the Underlying and its volatility can be obtained:

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