

PARTICIPATION RULES

General

Article 1

1. The participation rules apply to the Participations issued by Rabobank.
2. The participation rules are adopted and amended by a resolution of the executive board of Rabobank with the approval of the supervisory board of Rabobank. Adopting or amending the participation rules does not require the approval of the holders of the Participations.
3. In the event of a conflict between the provisions of Rabobank's articles of association and these rules, the articles of association prevail.

Definitions

Article 2

The following definitions apply in these participation rules:

"AK Foundation": Stichting AK Rabobank Certificaten, based in Utrecht;

"Business Day": every day on which both TARGET2 (Trans-European Automated Real-Time Gross Settlement Express Transfer 2) and banks in the Netherlands are open for payments in euros;

"CRR": Regulation (EC) No. 575/2013 of the European Parliament and the Council dated 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EC) No. 648/2012;

"Participation": a registered participation right issued by Rabobank in accordance with its articles of association;

"Payment": the payment specified in Article 3.2, which Rabobank possibly makes on a Participation, without prejudice to the discretion mentioned in Article 3.1;

"Payment Due Date": if a Payment is made, 29 March, 29 June, 29 September and 29 December in each year (or, if the day in question is not a Business Day, the next following Business Day or, if this next following Business Day occurs in a subsequent calendar month, the final Business Day before the day in question);

"Rabobank Certificate": a certificate issued by AK Foundation in respect of a Participation; and

"Rabobank": Coöperatieve Rabobank U.A..

Payments

Article 3

1. Whether or not Payments are made on the Participations (and via AK Foundation on the Rabobank Certificates), the amounts of those payments and the payment date are at the full discretion of the executive board of Rabobank. The holders of the Participations (and the holders of the Rabobank Certificates) cannot derive any rights from the payment policy mentioned in paragraph 2 below which Rabobank intends to carry out in relation to Payments on the Participations or from any deviations thereof.
2. Without prejudice to the executive board's discretion mentioned in paragraph 1, Rabobank intends to carry out a payment policy in respect of the Participations (and via AK Foundation in respect of the Rabobank Certificates). Rabobank will publish and keep available the actual payment policy at www.rabobank.nl and www.rabobank.com. The payment policy is adopted and amended by a resolution of the executive board of Rabobank with the approval of the supervisory board of Rabobank. The payment policy is an indication only. Rabobank is in no way bound by this payment policy and has full discretion to make higher, lower or no Payments at all on the Participations.

3. In case no Payment is made on the Participations or a Payment is made which is lower than indicated according to the payment policy, Rabobank will not pay the negative difference on any subsequent Payment Due Date or at any other time.
4. Rabobank will in any event not make any Payment or other payment on a Payment Due Date or at any other time if it has no “distributable items”, within the meaning of the CRR, or if it has not obtained a declaration of no-objection if necessary from, or if payment is prohibited by the European Central Bank, De Nederlandsche Bank N.V. (the Dutch Central Bank) or any other authority charged with supervision of the liquidity and solvency of credit institutions, all in accordance with the legislation that then applies to Rabobank.

Calculation and Payment

Article 4

1. If the executive board of Rabobank has decided to make a Payment in respect of the Participations (and via AK Foundation on the Rabobank Certificates) in accordance with the discretion mentioned in Article 3.1, Rabobank will publish such a decision on www.rabobank.nl and www.rabobank.com. The Payment becomes due and payable as from the thirtieth day after the payment date specified in the published decision. Payments not collected within five years after the start of the second day on which they become payable will revert to Rabobank.
2. All Payments on the Participations will be made without retention, deduction or withholding for or on account of existing or future taxes or levies of any nature whatsoever imposed or levied by or on behalf of the State of the Netherlands or any competent tax authority thereof or therein, unless Rabobank is obliged to make such retention, deduction or withholding for such taxes or levies. In that event, Rabobank will make the required retention, deduction or withholding of such taxes or levies, as the case may be, and, at the same time, additional amounts will be paid to the holders of the Participations and to the holders of the Rabobank Certificates in order for such holders to receive an amount equal to the amount which would have been received in the absence of the retention, deduction or withholding of such taxes or levies.

Reporting

Article 5

Within six months of the end of the financial year of Rabobank, the executive board of Rabobank will report to the holders of the Participations on the policy pursued by Rabobank in the preceding financial year and the payments on the Participations.

Commencement

Article 6

The participation rules in this form will come into effect from 1 January 2016. Until that date, the participation rules that were previously in effect will continue to be in force.