

LAUNCHPAD PROGRAMME

OFFERING SUPPLEMENT NR. 192

DATED 3 FEBRUARY 2003



200,000 DOW JONES EURO STOXX 50SM INDEX MINI LONG CERTIFICATES SERIES A

ISSUE PRICE: EUR 2.20

200,000 DOW JONES EURO STOXX 50SM INDEX MINI LONG CERTIFICATES SERIES B

ISSUE PRICE: EUR 4.20

1,500,000 DAX[®] INDEX MINI LONG CERTIFICATES

ISSUE PRICE: EUR 2.40

1,000,000 DAX[®] INDEX MINI SHORT CERTIFICATES

ISSUE PRICE: EUR 1.50

200,000 MUENCHENER RUECKVERISCHERUNGSGESELLSCHAFT AG TURBO CERTIFICATES

ISSUE PRICE: EUR 2.50

800,000 DAIMLERCHRYSLER AG TURBO CERTIFICATES

ISSUE PRICE: EUR 0.88

200,000 ALLIANZ AG TURBO CERTIFICATES

ISSUE PRICE: EUR 2.40

400,000 DEUTSCHE BANK AG TURBO CERTIFICATES

ISSUE PRICE: EUR 1.15

PURSUANT TO THE ABN AMRO LAUNCHPAD PROGRAMME

PROSPECTIVE PURCHASERS OF THE SECURITIES DESCRIBED IN THIS DOCUMENT SHOULD ENSURE THAT THEY UNDERSTAND FULLY THE NATURE OF THE SECURITIES AND THE EXTENT OF THEIR EXPOSURE TO THE RISKS ASSOCIATED WITH THE SECURITIES. THE MARKET PRICE AND / OR VALUE OF THE SECURITIES MAY BE VOLATILE AND HOLDERS OF THE SECURITIES MAY SUSTAIN A TOTAL LOSS IN THE VALUE OF THEIR INVESTMENT (UNLESS THE SECURITIES ARE OF A TYPE IN WHICH CAPITAL IS PROTECTED). PROSPECTIVE PURCHASERS NEED TO CONSIDER THE SUITABILITY OF AN INVESTMENT IN THE SECURITIES IN LIGHT OF THEIR OWN FINANCIAL, FISCAL, REGULATORY AND OTHER CIRCUMSTANCES. PLEASE REFER TO THE "RISK STATEMENT" IN SECTION I OF THE PROGRAMME AND TO "SELLING RESTRICTIONS" ALSO IN SECTION I OF THE PROGRAMME.

Under its LaunchPAD Programme (the “**Programme**”) ABN AMRO Bank N.V. (the “**Issuer**”) incorporated in The Netherlands with its statutory seat in Amsterdam, acting through its principal office or its branch in London or such further or other branches as it may specify may from time to time issue securities relating to shares and/or indices and/or debt securities and/or currencies and/or commodities. Pursuant to a declaration under Article 2:403 of the Netherlands Civil Code, ABN AMRO Holding N.V. (“ **Holding**”) is jointly and severally liable with the Issuer for the Issuer’s obligations under this Programme. The Issuer has now determined to issue 200,000 Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series A, 200,000 Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series B, 1,500,000 DAX[®] Index Mini Long Certificates, 1,000,000 DAX[®] Index Mini Short Certificates 200,000 Muenchener Rueckversicherungs-gesellschaft AG Turbo Certificates, 800,000 DaimlerChrysler AG Turbo Certificates, 200,000 Allianz AG Turbo Certificates and 400,000 Deutsche Bank AG Turbo Certificates (the “**Securities**”) as described in the related offering supplement (the “**Offering Supplement**”). The Securities are issued upon the terms and subject to the product conditions (the “**Product Conditions**”) set out in the applicable Offering Supplement and the general conditions (the “**General Conditions**”) set out in the Programme. The Product Conditions and the General Conditions shall together be referred to as the “**Conditions**”. References to the “**Underlying**” shall be construed as references to the asset(s) specified in the applicable Offering Supplement.

Application may be made to include the Securities for trading on the free-market of the Frankfurt stock market and Stuttgart Stock Exchange (EUWAX). For the purposes of compliance with the national laws and regulations of any country into which offerings of the Securities is proposed to be made, the Offering Supplement may have attached to it one or more country supplements (each a “**Country Supplement**”). The attachment of one or more Country Supplements shall not preclude the attachment of further Country Supplements from time to time. References to “this document” shall, unless the context requires otherwise, include the applicable Country Supplement and Offering Supplement.

Subject to the rules and regulations of any securities exchange on which the Securities are officially listed or quoted, the Securities may be sold by the Issuer at such times and at such prices as the Issuer may select. There is no obligation on the Issuer to sell all of the Securities. The Securities may be offered or sold in one or more transactions at the discretion of the Issuer.

The LaunchPAD Programme is dated 28 February 2002 and provides information with respect to a range of financial instruments which are capable of issue under it. This Offering Supplement constitutes in relation to the Securities only, a completed version of the LaunchPAD Programme. This Offering Supplement is dated 3 February 2003.

Subject as set out with respect to the Underlying (as to which, please refer to “Information Relating to the Underlying”), the Issuer accepts responsibility for the information contained in this document. To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information.

Neither the Issuer nor Holding has authorised the making or provision of any representation or information regarding the Issuer, Holding, or any Securities. Neither the delivery of this document nor the delivery of any Offering Supplements nor any information provided in the course of a transaction in Securities shall, in any circumstances, be construed as a basis for credit or risk evaluation with respect to the Issuer or Holding or a recommendation by the Issuer or Holding to enter into any transaction with respect to any Securities. Each prospective investor contemplating a purchase of Securities should make its own independent investigation of the risks associated with a transaction involving any Securities.

The distribution of this document and the offering, sale and delivery of the Securities in certain jurisdictions may be restricted by law. Persons into whose possession this document comes are required by the Issuer to inform themselves about, and to observe, any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Securities and the distribution of this document and other offering material relating to the Securities please refer to “Selling Restrictions” in Section I.

In connection with the issue and the distribution of any Securities, any one manager (the “**Manager**”) appointed by the Issuer or any person acting for it may over-allot or effect transactions with a view to supporting the market price of the Securities at a higher level than that which might otherwise prevail for a limited period after the issue date. However, there may be no obligation on the Manager or any other person to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall also be in compliance with all relevant laws and regulations including the Securities Market Supervision Rules 1999 (*Nadere Regeling toezicht effectenverkeer 1999*) in The Netherlands. Subject to the rules of the exchange and any applicable market practices, stabilisation may be effected in accordance with the rules and practices and, in any event, if commenced will be discontinued 30 days after the issuance of the Securities.

SUMMARY OF OFFERING

Issuer:	ABN AMRO Bank N.V., London branch	
Description:	Open End Certificates with an Issuer Call option, subject to the Holders right to exercise the Certificates on specified dates, and both subject to a Stop Loss Event.	
Series:	Dow Jones EURO STOXX 50 SM Index Mini Long Certificates Series A	Dow Jones EURO STOXX 50 SM Index Mini Long Certificates Series B
Number of Securities:	200,000	200,000
Underlying:	Dow Jones EURO STOXX 50 SM Index	Dow Jones EURO STOXX 50 SM Index
Issue Price:	EUR 2.20	EUR 4.20
Entitlement:	0.01	0.01
Initial Current Financing Level:	EUR 1,900.00	EUR 1,700.00
Initial Stop Loss Price:	EUR 1,960.00	EUR 1,760.00
Settlement:	Cash	Cash
Settlement Date:	5 Business Days following the Valuation Date, the Issuer Call Date or the Stop Loss Termination Valuation Date	
Settlement Currency:	EUR	EUR
Minimum Exercise:	1	1
Calculation Agent:	ABN AMRO Bank N.V., London branch	
Principal Agent:	ABN AMRO Bank N.V., London branch	
Clearing:	Clearstream Banking AG, Euroclear Bank S.A., Clearstream Banking S.A.	
ISIN:	NL0000252146	NL0000252153
WKN:	237200	237201

SUMMARY OF OFFERING

Issuer:	ABN AMRO Bank N.V., London branch	
Description:	Open End Certificates with an Issuer Call option, subject to the Holders right to exercise the Certificates on specified dates, and both subject to a Stop Loss Event.	
Series:	DAX [®] Index Mini Long Certificates	DAX [®] Index Mini Short Certificates
Number of Securities:	1,500,000	1,000,000
Underlying:	DAX [®] Index	DAX [®] Index
Issue Price:	EUR 2.40	EUR 1.50
Entitlement:	0.01	0.01
Initial Current Financing Level:	EUR 2,500.00	EUR 2,800.00
Initial Stop Loss Price:	EUR 2,580.00	EUR 2,710.00
Settlement:	Cash	Cash
Settlement Date:	5 Business Days following the Valuation Date, the Issuer Call Date or the Stop Loss Termination Valuation Date	
Settlement Currency:	EUR	EUR
Minimum Exercise:	1	1
Calculation Agent:	ABN AMRO Bank N.V., London branch	
Principal Agent:	ABN AMRO Bank N.V., London branch	
Clearing:	Clearstream Banking AG, Euroclear Bank S.A., Clearstream Banking S.A.	
ISIN:	NL0000252161	NL0000252096
WKN:	237202	237195

SUMMARY OF OFFERING

Issuer:	ABN AMRO Bank N.V., London branch	
Series:	Muenchener Rueckversicherungsgesellsch aft AG Turbo Certificates	DaimlerChrysler AG Turbo Certificates
Number of Securities:	200,000	800,000
Underlying:	Muenchener Rueckversicherungsgesellsch aft AG	DaimlerChrysler AG
Issue Price:	EUR 2.50	EUR 0.88
Entitlement:	0.1	0.1
Strike Price:	EUR 65.00	EUR 18.00
Stop Loss Price:	EUR 72.00	EUR 20.00
Exercise Date:	3 November 2003	3 November 2003
Valuation Date:	Exercise Date	Exercise Date
Settlement:	Cash	Cash
Settlement Date:	5 Business Days following the Valuation Date, or the Stop Loss Termination Valuation Date	
Settlement Currency:	EUR	EUR
Minimum Exercise:	1	1
Calculation Agent:	ABN AMRO Bank N.V., London branch	
Principal Agent:	ABN AMRO Bank N.V., London branch	
Clearing:	Clearstream Banking AG, Euroclear Bank S.A., Clearstream Banking S.A.	
ISIN:	NL0000252104	NL0000252112
WKN:	237196	237197

SUMMARY OF OFFERING

Issuer:	ABN AMRO Bank N.V., London branch	
Series:	Deutsche Bank AG Turbo Certificates	Allianz AG Turbo Certificates
Number of Securities:	400,000	200,000
Underlying:	Deutsche Bank AG	Allianz AG
Issue Price:	EUR 1.15	EUR 2.40
Entitlement:	0.1	0.1
Strike Price:	EUR 28.00	EUR 50.00
Stop Loss Price:	EUR 31.00	EUR 55.00
Exercise Date:	3 November 2003	3 November 2003
Valuation Date:	Exercise Date	Exercise Date
Settlement:	Cash	Cash
Settlement Date:	5 Business Days following the Valuation Date, or the Stop Loss Termination Valuation Date	
Settlement Currency:	EUR	EUR
Minimum Exercise:	1	1
Calculation Agent:	ABN AMRO Bank N.V., London branch	
Principal Agent:	ABN AMRO Bank N.V., London branch	
Clearing:	Clearstream Banking AG, Euroclear Bank S.A., Clearstream Banking S.A.	
ISIN:	NL0000252138	NL0000252120
WKN:	237199	237198

CONDITIONS: GENERAL CONDITIONS

The General Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the Product Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be printed on the Definitive Securities or attached to the Global Security representing the Securities.

1. DEFINITIONS

Terms in capitals which are not defined in these General Conditions shall have the meanings ascribed to them in the Product Conditions.

2. STATUS

The Securities constitute unsecured and unsubordinated obligations of the Issuer and rank *pari passu* among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer save for those preferred by mandatory provisions of law.

3. EARLY TERMINATION

The Issuer shall have the right to terminate the Securities if it shall have determined in its absolute discretion that for reasons beyond its control its performance thereunder shall have become unlawful in whole or in part as a result of compliance in good faith by the Issuer with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power (“**Applicable Law**”). In such circumstances the Issuer will, however, if and to the extent permitted by applicable law, pay to each Holder in respect of each Security held by him an amount calculated by it as the fair market value of the Security immediately prior to such termination (ignoring such illegality) less the cost to the Issuer of unwinding any related hedging arrangements. Payment will be made to the Holder in such manner as shall be notified to the Holder in accordance with General Condition 4.

4. NOTICES

- (a) Validity. Unless otherwise specified in an Offering Supplement, announcements to Holders will be valid if delivered to the Clearing Agent(s).

- (b) Delivery. Any such announcement issued pursuant to General Condition 4(a) shall be deemed to be effective on the day following its delivery to the Clearing Agent (and if delivered to more than one Clearing Agent on the date first delivered to a Clearing Agent) or, if published as specified in the relevant Offering Supplement on the date of such publication (and if published in more than one country then on the date first published).

5. PURCHASES, FURTHER ISSUES BY THE ISSUER AND PRESCRIPTION

- (a) Purchases. The Issuer may at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held, surrendered for cancellation or reissued or resold, and Securities so reissued or resold shall for all purposes be deemed to form part of the original series of Securities.
- (b) Further Issues. The Issuer shall be at liberty from time to time without the consent of the Holders or any of them to create and issue further securities so as to be consolidated with and form a single series with the Securities.
- (c) Prescription. Any Security or Coupon which is capable of presentation and is not so presented by its due date for presentation shall be void, and its value reduced to zero, if not so presented within five years of such due date. For the avoidance of doubt, any Securities which are subject to provisions relating to their exercise shall be void, and their value shall be zero, if not exercised in accordance with their provisions.

6. DETERMINATIONS AND MODIFICATIONS

- (a) Determinations. Any determination made by the Issuer shall (save in the case of manifest error) be final, conclusive and binding on the Holders.
- (b) Modifications. The Issuer may without the consent of the Holders or any of them, modify any provision of the Conditions which is (1) of a formal, minor or technical nature, (2) made to correct a manifest error, or (3) in its absolute discretion, not materially prejudicial to the interests of the Holders. Notice of any such modification will be given to the Holders in accordance with General Condition 4 but failure to give, or non-receipt of, such notice will not affect the validity of any such modification.

7. SUBSTITUTION

(a) Substitution of Issuer. The Issuer may at any time, without the consent of the Holders substitute for itself as principal obligor under the Securities any company (the “**Substitute**”), being any subsidiary or affiliate of the Issuer, subject to: (1) the obligation of the Substitute under the Securities being guaranteed by ABN AMRO Holding N.V. (“ **Holding**”) (unless Holding is the Substitute); (2) all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent legal, valid and binding obligations of the Substitute having been taken, fulfilled and done and being in full force and effect; and (3) the Issuer having given at least 30 days’ prior notice of the date of such substitution to the Holders in accordance with General Condition 4. In the event of any substitution of the Issuer, any reference in the Conditions to the Issuer shall from such time be construed as a reference to the Substitute.

(b) Substitution of Office. The Issuer shall have the right upon notice to the Holders in accordance with General Condition 4 to change the office through which it is acting and shall specify the date of such change in such notice.

8. TAXATION

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other similar payment which may arise as a result of the ownership, transfer or exercise of any Securities. In relation to each Security the relevant Holder shall pay all Expenses as provided in the Product Conditions. All payments or, as the case may be, deliveries in respect of the Securities will be subject in all cases to all applicable fiscal and other laws and regulations (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax duty or other charge whatsoever). The Holder shall be liable for and/or pay, any tax, duty or charge in connection with, the ownership of and/or any transfer, payment or delivery in respect of the Securities held by such Holder. The Issuer shall have the right, but shall not be obliged, to withhold or deduct from any amount payable such amount, as shall be necessary to account for or to pay any such tax, duty, charge, withholding or other payment. Each Holder shall indemnify the Issuer against any loss, cost or other

liability whatsoever sustained or incurred by the Issuer in respect of any such tax, duty, charge, withholding or other payment as referred to above in respect of the Securities of such holder.

9. REPLACEMENT OF SECURITIES AND COUPONS

If any Security or Coupon is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Agent (or such other place of which notice shall have be given to Holders in accordance with General Condition 4) upon payment by the claimant of the expenses incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Securities and Coupons must be surrendered before replacements will be issued.

10. ADJUSTMENTS FOR EUROPEAN MONETARY UNION

(a) Redenomination. The Issuer may, without the consent of any Holder, on giving notice to the Holders in accordance with General Condition 4 elect that, with effect from the Adjustment Date specified in such notice, certain terms of the Securities shall be redenominated in euro. The election will have effect as follows:

(1) where the Settlement Currency is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, whether as from 1999 or after such date, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into euro at the Established Rate, subject to such provisions (if any) as to rounding as the Issuer may decide and as may be specified in the notice, and after the Adjustment Date, all payments in respect of the Securities will be made solely in euro as though references in the Securities to the Settlement Currency were to euro;

(2) where the Conditions contain a rate of exchange or any of the Conditions are expressed in a currency (the “**Original Currency**”) of a country which is participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, whether as from 1999 or after such date, such rate of exchange and/or any other terms of the Conditions shall be deemed to be

expressed in or, in the case of a rate of exchange, converted for or, as the case may be into, euro at the Established Rate; and

- (3) such other changes shall be made to the Conditions as the Issuer may decide to conform them to conventions then applicable to instruments expressed in euro.
- (b) **Adjustment to Conditions.** The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with General Condition 4 make such adjustments to the Conditions as the Issuer may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union pursuant to the Treaty on the Conditions.
- (c) **Euro Conversion Costs, etc.** Notwithstanding General Condition 10(a) and/or General Condition 10(b), none of the Issuer, the Calculation Agent and any Agent (including the Principal Agent) shall be liable to any Holder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of euro or any currency conversion or rounding effected in connection therewith.
- (d) **Definitions Relating to European Economic and Monetary Union.** In this General Condition, the following expressions have the meanings set out below.

“**Adjustment Date**” means a date specified by the Issuer in the notice given to the Holders pursuant to this Condition which falls, if the currency is that of a country not initially participating in the third stage of European Economic and Monetary Union pursuant to the Treaty, on or after such later date as such country does so participate;

“**Established Rate**” means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European community regulations) into euro established by the Council of the European Union pursuant to the first sentence of Article 123(4), formerly 109 L (4) of the Treaty;

“**National Currency Unit**” means the unit of the currency of a country as those units are defined on the day before the start of the third stage of European Economic and Monetary Union pursuant to the Treaty or, in

connection with the expansion of such third stage, to any country which has not initially participated in such third stage; and

“**Treaty**” means the treaty establishing the European Community.

11. AGENTS

(a) **Principal Agent and Agents.** The Issuer reserves the right at any time to vary or terminate the appointment of any agent (the “**Agent**”) and to appoint further or additional Agents, provided that no termination of appointment of the principal agent (the “**Principal Agent**”) shall become effective until a replacement Principal Agent shall have been appointed and provided that, if and to the extent that any of the Securities are listed on any stock exchange or publicly offered in any jurisdiction, there shall be an Agent having a specified office in each country required by the rules and regulation of each such stock exchange and each such jurisdiction. Notice of any appointment, or termination of appointment, or any change in the specified office, of any Agent will be given to Holders in accordance with General Condition 4. Each Agent acts solely as Agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders or any of them. Any calculations or determinations in respect of the Securities made by an Agent shall (save in the case of manifest error) be final, conclusive and binding on the Holders.

(b) **Calculation Agent.** The Issuer shall undertake the duties of calculation agent (the “**Calculation Agent**” which expression shall include any successor Calculation Agent) in respect of the Securities unless the Issuer decides to appoint a successor Calculation Agent in accordance with the provisions below.

The Issuer reserves the right at any time to appoint another institution as the Calculation Agent provided that no termination of appointment of the existing Calculation Agent shall become effective until a replacement Calculation Agent shall have been appointed. Notice of any termination or appointment will be given to the Holders in accordance with General Condition 4.

The Calculation Agent (except where it is the Issuer) acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. Where the Issuer acts in the

capacity of the Calculation Agent it does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Holders. In any event, any calculations or determinations in respect of the Securities made by the Calculation Agent (whether or not the Issuer) shall (save in the case of manifest error) be final, conclusive and binding on the Holders.

The Calculation Agent (except where it is the Issuer) may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate. Where the Calculation Agent is the Issuer it may delegate any of its obligations and functions to a third party as it deems appropriate.

12. SURRENDER OF UNMATURED COUPONS

Each Security should be presented for redemption, where applicable, together with all unmatured Coupons relating to it. Upon the due date for redemption of any Security, where applicable, all unmatured Coupons relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any Condition. The preceding sentence shall not affect any right or remedy of any person which exists or is available apart from that Act.

14. RULES AND REGULATIONS OF THE OFFICIAL MARKET OF EURONEXT AMSTERDAM N.V.'S STOCK MARKET (*FONDSSENREGLEMENT VAN DE VERENIGING VOOR DE EFFECTENHANDEL*)

The Issuer undertakes to comply, so long as the Securities are listed on the Official Segment of the Stock Market of Euronext Amsterdam N.V., with the provisions (so far as applicable) of Schedule B, Article 2.1.20 (Sections B to G inclusive) of the Listing Rules (*Fondsenreglement*) of Euronext Amsterdam N.V. as in force at the date of issue of the Securities.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI LONG CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be attached to the Global Security representing the Securities.

1. DEFINITIONS

“**Agent**” means each of ABN AMRO Bank N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom as principal agent (the “**Principal Agent**”) and BNP Paribas Securities Services, Grueneburgweg 14, 60322 Frankfurt am Main, Germany, each acting through its specified office and together the “**Agents**”, which expression shall include any other Agent appointed pursuant to the provisions of General Condition 11;

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means an amount determined by the Calculation Agent in accordance with the following formula, less Expenses:

(i) Upon Exercise:

(Final Reference Price - Current Financing Level) x Entitlement (the “**Exercise Cash Amount**”); or

(ii) Upon an Issuer Call:

(Termination Reference Price - Current Financing Level) x Entitlement (the “**Issuer Call Cash Amount**”); or

(iii) Following a Stop Loss Event:

(Stop Loss Termination Reference Price - Current Financing Level) x Entitlement (the “**Stop Loss Cash Amount**”),

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means Clearstream Banking AG, Euroclear Bank S.A., and Clearstream Banking S.A. and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (i) the Current Financing Level on the previous Reset Date; plus
- (ii) Funding Costs; and minus
- (iii) Notional Dividend Amounts, if so specified.

The Current Financing Level on the Issue Date is the level specified as such in the definition of the relevant Series;

“**Current Spread**” means a per annum percentage rate as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Calculation Agent may adjust the Current Spread on each Reset Date, but in any event, the Current Spread will not exceed the “**Maximum Spread**” (as specified in the definition of the relevant Series) per annum. The Current Spread on the Issue Date is the spread specified as such in the definition of the relevant Series;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Product Condition 4, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the “**Minimum Premium**” nor greater than the “**Maximum Premium**” (both as specified in the definition of the relevant Series) of the Current Financing Level, subject to adjustment in accordance with Product Condition 4. The

percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the definition of Series;

“**Entitlement**” means the number specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 4;

“**Exchange**” means each exchange or quotation system where the shares that comprise the Index (the “**Shares**”) have their primary listing or any successor to such exchange or quotation system;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 3;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 3;

“**Exercise Time**” means 5.00 p.m. (local time in Frankfurt am Main, Germany);

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising in connection with (i) the exercise of such Security and/or (ii) any payment or settlement due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Valuation Date 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 price 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 price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines relevant;

“**Financing Level Currency**” means the currency specified as such in the definition of Series;

“**Funding Costs**” means, subject to adjustment in accordance with Product Condition 4:

- (i) Prevailing Rate plus Current Spread; multiplied by
- (ii) the Current Financing Level on the previous Reset Date; multiplied by

- (iii) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360

as determined by the Calculation Agent;

“**Index**” means the index specified as such in the definition of the relevant Series, subject to Product Condition 4;

“**Index Sponsor**” means the index sponsor specified as such in the definition of the relevant Series and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 4;

“**Issue Date**” means the date specified as such in the definition of the relevant Series;

“**Issuer**” means ABN AMRO Bank N.V. incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office or its branch in London or such further or other branches as it may specify from time to time;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 3;

“**Issuer Call Commencement Date**” means the first Business Day following the six month period from and including the Issue Date;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 3, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case, the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the five Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (i) the fifth Trading Day shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Termination Reference Price 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 to be relevant;

“**Market Disruption Event**” means each event specified as such in Product Condition 4;

“**Notional Dividend Amounts**” means, with respect to the Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series A and the Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series B an amount, as determined by the Calculation Agent, equal to the

discounted value of all the cash dividends and/or other cash distributions which are expected to be declared in respect of the shares comprising the Index during the Notional Dividend Period. Any such calculations shall be on the basis that amounts shall be deducted on account of taxation which would have been attributable to a UK resident corporate holder of the shares and shall be adjusted with respect to any double tax treaty between the United Kingdom and the country of incorporation of the share company, and less any Expenses. Any tax credits, howsoever arising, shall be disregarded;

“**Notional Dividend Period**” means each period from (and including) the Reset Date to (but excluding) the next following Reset Date;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation of the Securities; and either (i) if the Settlement Currency is not euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of such currency (if other than the place of presentation of such Security) or (ii) if the Settlement Currency is euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Financing Level Currency in the inter-bank market of with a maturity of either one month or overnight, as selected by the Calculation Agent in its sole and absolute discretion, subject to adjustment in accordance with Product Condition 4;

“**Related Exchange**” means an options or futures exchange or quotation system on which options or futures contracts or other derivatives contracts on the Index are traded;

“**Reset Date**” means the Issue Date and thereafter (i) the 15th day of each calendar month, provided that if such day is not a Business Day the next following Business Day, or (ii) each Business Day, at the determination of the Calculation Agent;

“**Securities**” means the cash settled Mini Long certificates relating to the Index and each a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series;

“**Series**” means each series of the Securities as set out below:

Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series A

Entitlement: 0.01;

Index: Dow Jones EURO STOXX 50SM Index;

Index Sponsor:	STOXX Limited;
Issue Date:	3 February 2003;
Stop Loss Price:	EUR 1,960.00;
Current Financing Level:	EUR 1,900.00;
Financing Level Currency:	EUR;
Settlement Currency:	EUR;
Minimum Premium:	2%;
Maximum Premium:	5%;
Maximum Spread:	2%;
Current Spread:	1.5%;
Current Stop Loss Premium Rate:	3%;
ISIN:	NL0000252146;
WKN:	237200;

Dow Jones EURO STOXX 50SM Index Mini Long Certificates Series B

Entitlement:	0.01;
Index:	Dow Jones EURO STOXX 50 SM Index;
Index Sponsor:	STOXX Limited;
Issue Date:	3 February 2003;
Stop Loss Price:	EUR 1,760.00;
Current Financing Level:	EUR 1,700.00;
Financing Level Currency:	EUR;
Settlement Currency:	EUR;
Minimum Premium:	2%;
Maximum Premium:	5%;
Maximum Spread:	2%;
Current Spread:	1.5%;
Current Stop Loss Premium Rate:	3%;

ISIN: NL0000252153;

WKN: 237201;

DAX[®] Index Mini Long Certificates

Entitlement: 0.01;

Index: DAX[®] Index;

Index Sponsor: Deutsche Boerse AG;

Issue Date: 3 February 2003;

Stop Loss Price: EUR 2,580.00;

Current Financing Level: EUR 2,500.00;

Financing Level Currency: EUR;

Settlement Currency: EUR;

Minimum Premium: 2%;

Maximum Premium: 5%;

Maximum Spread: 2%;

Current Spread: 1.5%;

Current Stop Loss Premium Rate: 3%;

ISIN: NL0000252161;

WKN: 237202;

“**Settlement Currency**” means the currency specified as such in the definition of the relevant Series;

“**Settlement Date**” means the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date, as the case may be;

“**Stop Loss Event**” means that, subject to any adjustment in accordance with Product Condition 4, the level of the Index (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day, from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is less than or equal to the Stop Loss Price;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in

accordance with Product Condition 4, determined by the Calculation Agent in its sole and absolute discretion, as:

- (i) the Current Financing Level on the current Stop Loss Reset Date; plus
- (ii) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded upwards to the next 10 whole Index Points. As used in this definition the term “**Index Points**” shall refer to the standard market quotation basis of the Index Sponsor with respect to the Index. The Stop Loss Price on the Issue Date shall be the amount specified as such in the definition of the relevant Series;

“**Stop Loss Reset Date**” means (i) the 15th day of each calendar month, provided that if such day is not a Business Day the next following Business Day or (ii) each Business Day, at the determination of the Calculation Agent;

“**Stop Loss Termination Date**” means the Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Financing Level Currency), as determined by the Calculation Agent in its sole and absolute discretion, equal to the fair value price of the Index, based on the levels of the Index during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Date**” means the last Trading Day during the Stop Loss Termination Valuation Period;

“**Stop Loss Termination Valuation Period**” means a reasonable period immediately following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by liquidity in the underlying market and shall not be greater than 3 hours (and excluding for this purpose any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange (excluding for this purpose any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its sole and absolute discretion;

“**Termination Reference Price**” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time

on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means (i) in respect of the Dow Jones EURO STOXX 50SM Index, any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which the Index Sponsor calculates and publishes the closing level of the Index, and a day on which at least 80 per cent. of the stocks constituting the Index by market capitalisation are available for trading through or on their respective Exchange as determined by the Calculation Agent, and a day on which the Related Exchange is open, other than a day on which such Exchange or Related Exchange is scheduled to close prior to its regular weekday closing time; and otherwise (ii) any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the last Trading Day of March in each year, commencing from (and including) March 2005, unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case, the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the five Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (i) the fifth Trading Day shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Final Reference Price 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 to be relevant; and

“Valuation Time” means the time with reference to which the Index Sponsor calculates the closing level of the Index, or such other time as the Issuer may determine in its absolute discretion and notify to Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. FORM

The Securities are represented by a Global Security (the **“Global Security”**) which will be deposited with the Clearing Agent and will be transferable only in accordance with the applicable law and the rules and procedures of the relevant Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who

is for the time being shown in the records of the relevant Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Agent as the holder of such unit quantity of the Securities (and the term “**Holder**” shall be construed accordingly) for all purposes, other than with respect to any payment and / or delivery obligations, the right to which shall be vested as regards the Issuer and the Agents, solely in the bearer of the Global Security.

3. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable by delivery of an Exercise Notice prior to the Exercise Time on an Exercise Date.
- (b) Issuer Call. The Issuer may terminate, subject to Exercise or a Stop Loss Event, the Securities, in whole but not in part, at any time after the Issuer Call Commencement Date, by giving Holders at least one calendar year notice of its intention to terminate the Securities. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (c) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically and the Issuer will give notice to the Holders in accordance with General Condition 4. A Stop Loss Event will override an Issuer Call and/or due exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date as the case may be.
- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise, or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call, or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) Payment Day. If the date for payment of any amount in respect of the Securities is not a Payment Day, the Holder shall not be entitled to payment

until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.

- (f) General. In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent nor any Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Amount.
- (g) Notice. In the event of the Holder electing to exercise the Securities, the Securities may only be exercised by the delivery of a duly completed exercise notice (an “**Exercise Notice**”) to a Clearing Agent with a copy to the Principal Agent. The form of the Exercise Notice may be obtained during normal business hours from the specified office of each Agent.

An Exercise Notice shall:

- (1) specify the number of Securities being exercised;
- (2) specify the number of the account with the Clearing Agent to be debited with the Securities being exercised;
- (3) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (4) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (5) certify that neither the person exercising the Security nor any person on whose behalf the Security is being exercised is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (i) an individual who is a resident or a citizen of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or

other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (vii) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (6) authorise the production of such notice in any applicable administrative or legal proceedings.
- (h) Verification. In respect of each Exercise Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Agent of its holding of such Securities.
- (i) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each duly exercised Security to the account specified in the relevant Exercise Notice for value on the Settlement Date.
- (j) Determinations. Failure properly to complete and deliver an Exercise Notice may result in such notice being treated as null and void. Any determination as to whether an Exercise Notice has been properly completed and delivered shall be made by the Principal Agent and shall be conclusive and binding on the Issuer and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Agent immediately after being delivered to a Clearing Agent as provided in the Conditions shall be void.

If such Exercise Notice is subsequently corrected to the satisfaction of the Principal Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Agent.

Any Security with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the time specified in Product Condition 3(a) shall become void.

The Principal Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that an Exercise Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

- (k) Delivery of an Exercise Notice. Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Securities specified and no Exercise Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of an Exercise Notice, the Securities which are the subject of such notice may not be transferred.
- (l) Method of Payment. Subject as provided below, where the relevant Cash Amount is in a currency other than euro, payment of the relevant Cash Amount will be made by an Agent on behalf of the Issuer in the Settlement Currency to an account (which, in the case of payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) specified by the payee with, or by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre of the country of such Settlement Currency; where the Cash Amount is in euro, payment of the relevant Cash Amount will be made by an Agent on behalf of the Issuer by credit or transfer to a euro account or any account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by a euro cheque. Provided that where the Securities are expressed in Global form, payments will be made via the Clearing Agent(s) and will be made in accordance with the rules of such Clearing Agent(s). All payments will be subject to applicable fiscal and legal requirements applicable thereto.
- (m) Exercise and Settlement Risk. Exercise and settlement of the Securities is subject to all applicable laws, regulations and practices in force at the relevant time and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices.

Neither the Issuer nor the Agents shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.

4. ADJUSTMENTS

- (a) **Market Disruption.** The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred.

“**Market Disruption Event**” means: the occurrence or existence on any Trading Day during the one-half hour period that ends at the official close of trading on an Exchange or any Related Exchange of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise), (A) on an Exchange in securities that comprise 20 per cent or more of the level of the relevant Index, if in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or (B) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the relevant Index. In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) **Adjustments to Index.** The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (1), (2) or (3) below.

(1) If the Index is: (A) not calculated and announced by the Index sponsor but is calculated and published by a successor to the Index Sponsor (the “**Successor Sponsor**”) acceptable to the Calculation Agent; or (B) replaced by a successor index using in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.

(2) If: (A) on or prior to the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor, makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date the Index Sponsor or, if applicable the Successor Sponsor, fails to calculate and/or publish the Index; then (in either case) the Calculation Agent shall determine the Final Reference Price, the Stop Loss Termination Reference Price or the Termination Reference Price using, in lieu of a published level for the Index on the Valuation Date, the Issuer Call Date or during the Stop Loss Valuation Period as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change of failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have since ceased to be listed on the Exchange) or in the case of a material modification of the Index only, to deem such modified Index to be the Index so calculated and announced or to terminate the Certificates by giving notice in accordance with General Condition 4.

(3) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor

Sponsor, has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the Index in order to account fully account for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor, pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account. (A) a distribution or dividend to existing holders of the shares comprising the Index (the “**Shares**”) of: (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (H) any other similar event having dilutive or concentrative effect on the theoretical value of the Shares.

(4) The Issuer reserves the right to make adjustments or to distribute to the Holders any rights in connection with the Certificates as it reasonably believes are appropriate in circumstances

where an event or events occur which the Issuer (in its absolute discretion and notwithstanding any adjustments previously made to the Certificates) believes should in the context of the issue of Certificates and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Securityholder or the tax or other consequences of such adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the Exchange.

- (c) The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 4 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

5. GOVERNING LAW

The Conditions pertaining to the Securities shall be governed by and shall be construed in accordance with English law.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO INDEX MINI SHORT CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be attached to the Global Security representing the Securities.

1. DEFINITIONS

“**Agent**” means each of ABN AMRO Bank N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom as principal agent (the “**Principal Agent**”) and BNP Paribas Securities Services, Grueneburgweg 14, 60322 Frankfurt am Main, Germany, each acting through its specified office and together the “**Agents**”, which expression shall include any other Agent appointed pursuant to the provisions of General Condition 11;

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Calculation Period**” means the number of calendar days from (but excluding) a Reset Date to (and including) the next following Reset Date;

“**Cash Amount**” means an amount determined by the Calculation Agent in accordance with the following formula, less Expenses:

(i) Upon Exercise:

(Current Financing Level – Final Reference Price) x Entitlement (the “**Exercise Cash Amount**”); or

(ii) Upon an Issuer Call:

(Current Financing Level – Termination Reference Price) x Entitlement (the “**Issuer Call Cash Amount**”); or

(iii) Following a Stop Loss Event:

(Current Financing Level – Stop Loss Termination Reference Price) x Entitlement (the “**Stop Loss Cash Amount**”)

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if an Exchange Rate is specified and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means Clearstream Banking AG, Euroclear Bank S.A., and Clearstream Banking S.A. and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Current Financing Level**” means, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) determined by the Calculation Agent, on each day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the Financing Level Currency, in accordance with the following formula:

- (i) the Current Financing Level on the previous Reset Date; plus
- (ii) Funding Costs; minus
- (iii) Notional Dividend Amounts, if so specified.

The Current Financing Level on the Issue Date is the level specified as such in the definition of the relevant Series;

“**Current Spread**” means a per annum percentage rate as determined by the Calculation Agent having regard to the Financing Level Currency, prevailing market conditions and such other factors as the Calculation Agent determines to be relevant. The Calculation Agent may adjust the Current Spread on each Reset Date, but in any event, the Current Spread will not exceed the “**Maximum Spread**” (as specified in the definition of the relevant Series) per annum (save that if, in the sole discretion of the Calculation Agent, at any time the market rate for borrowing the Index or hedging the Securities with futures materially exceeds such market rate as of the Issue Date, the Maximum Spread may be increased to reflect this change). The Current Spread on the Issue Date is the spread specified as such in the definition of the relevant Series;

“**Current Stop Loss Premium**” means an amount in the Financing Level Currency as determined by the Calculation Agent on each Reset Date, in its sole and absolute discretion, and subject to adjustment in accordance with Product Condition 4, having regard to the current market conditions (including, without limitation, market volatility). The Current Stop Loss Premium shall not be less than the “**Minimum Premium**” nor greater than the

“**Maximum Premium**” (both as specified in the definition of the relevant Series) of the Current Financing Level, subject to adjustment in accordance with Product Condition 4. The percentage used for calculating the Current Stop Loss Premium (the “**Current Stop Loss Premium Rate**”) on the Issue Date is the rate specified as such in the definition of Series;

“**Entitlement**” means the number specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 4;

“**Exchange**” means each exchange or quotation system where the shares that comprise the Index (the “**Shares**”) have their primary listing or any successor to such exchange or quotation system;

“**Exercise**” means a Holder’s right to exercise the Securities, in accordance with Product Condition 3;

“**Exercise Date**” means, subject to a Stop Loss Event, the third Business Day preceding the scheduled Valuation Date, as provided in Product Condition 3;

“**Exercise Time**” means 5.00 p.m. (local time in Frankfurt am Main, Germany);

“**Expenses**” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising in connection with (i) the exercise of such Security and/or (ii) any payment or settlement due following exercise or otherwise in respect of such Security;

“**Final Reference Price**” means, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Valuation Date 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 price 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 price of the Index on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines relevant;

“**Financing Level Currency**” means the currency specified as such in the definition of Series;

“**Funding Cost**” means, subject to adjustment in accordance with Product Condition 4:

- (i) Prevailing Rate minus Current Spread; multiplied by
- (ii) the Current Financing Level on the previous Reset Date; multiplied by
- (iii) the number of calendar days elapsed in the Calculation Period (including the current day) divided by 360

as determined by the Calculation Agent. The Funding Cost can be a negative number;

“**Index**” means the index specified as such in the definition of the relevant Series, subject to Product Condition 4;

“**Index Sponsor**” means the index sponsor specified as such in the definition of the relevant Series and references to Index Sponsor shall include any successor index sponsor pursuant to Product Condition 4;

“**Issue Date**” means the date specified as such in the definition of the relevant Series;

“**Issuer**” means ABN AMRO Bank N.V. incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office or its branch in London or such further or other branches as it may specify from time to time;

“**Issuer Call**” means termination of the Securities by the Issuer in accordance with Product Condition 3;

“**Issuer Call Commencement Date**” means the first Business Day following the six month period from and including the Issue Date;

“**Issuer Call Date**” means the day specified as such in the notice delivered in accordance with Product Condition 3, and if such day is not a Trading Day, means the first succeeding Trading Day unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case, the Issuer Call Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the five Trading Days immediately following the original date which (but for the Market Disruption Event) would have been the Issuer Call Date. In that case (i) the fifth Trading Day shall be deemed to be the Issuer Call Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Termination Reference Price 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 to be relevant;

“**Market Disruption Event**” means each event specified as such in Product Condition 4;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation of the Securities; and either (i) if the Settlement Currency is not euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of such currency (if other than the place of presentation of such Security) or (ii) if the Settlement Currency is euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the rate, as determined by the Calculation Agent in its sole and absolute discretion, for deposits in the Financing Level Currency in the inter-bank market with a maturity of either one month or overnight, as selected by the Calculation Agent in its sole and absolute discretion, subject to adjustment in accordance with Product Condition 4;

“**Related Exchange**” means an options or futures exchange or quotation system on which options or futures contracts or other derivatives contracts on the Index are traded;

“**Reset Date**” means the Issue Date and thereafter (i) the 15th day of each calendar month, provided that if such day is not a Business Day the next following Business Day, or (ii) each Business Day, at the determination of the Calculation Agent;

“**Securities**” means the cash settled Mini Short certificates relating to the Index and each a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series;

“**Series**” means each series of the Securities as set out below:

DAX[®] Index Mini Short Certificates

Entitlement:	0.01;
Index:	DAX [®] Index;
Index Sponsor:	Deutsche Boerse AG;
Issue Date:	3 February 2003;
Stop Loss Price:	EUR 2,710.00;
Current Financing Level:	EUR 2,800.00;
Financing Level Currency:	EUR;
Settlement Currency:	EUR;
Minimum Premium:	2%;
Maximum Premium:	5%;

Maximum Spread:	2%;
Current Spread:	1.5%;
Current Stop Loss Premium Rate:	3%;
ISIN:	NL0000252096;
WKN:	237195;

“**Settlement Currency**” means the currency specified as such in the definition of the relevant Series;

“**Settlement Date**” means the fifth Business Day following the Valuation Date, the Stop Loss Termination Valuation Date or the Issuer Call Date, as the case may be;

“**Stop Loss Event**” means that, subject to any adjustment in accordance with Product Condition 4, the level of the Index (which shall be deemed to be a monetary value in the Financing Level Currency) is at any time on any Trading Day, from and including the Issue Date, and other than at a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, is greater than or equal to the Stop Loss Price;

“**Stop Loss Price**” means an amount calculated on each Stop Loss Reset Date (which shall be deemed to be a monetary value in the Financing Level Currency), subject to adjustment in accordance with Product Condition 4, determined by the Calculation Agent in its sole and absolute discretion, as:

- (i) the Current Financing Level on the current Stop Loss Reset Date; minus
- (ii) the Current Stop Loss Premium on the current Stop Loss Reset Date.

The Stop Loss Price shall be rounded downwards to the next whole 10 Index Points. As used in this definition the term “**Index Points**” shall refer to the standard market quotation basis of the Index Sponsor with respect to the Index. The Stop Loss Price on the Issue Date shall be the amount specified as such in the definition of the relevant Series;

“**Stop Loss Reset Date**” means (i) the 15th day of each calendar month, provided that if such day is not a Business Day the next following Business Day or (ii) each Business Day, at the determination of the Calculation Agent;

“**Stop Loss Termination Date**” means the Trading Day on which the Stop Loss Event occurs;

“**Stop Loss Termination Reference Price**” means, subject to adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the

Financing Level Currency), as determined by the Calculation Agent in its sole and absolute discretion, equal to the fair value level of the Index, based on the levels of the Index during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Date” means the last Trading Day during the Stop Loss Termination Valuation Period;

“Stop Loss Termination Valuation Period” means a reasonable period immediately following the Stop Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by liquidity in the underlying market and shall not be greater than 3 hours (and excluding for this purpose any period during which a Market Disruption Event is continuing). If the Stop Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange (excluding for this purpose any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days as shall be necessary, the total number of such hours to be not more than 3 as determined by the Calculation Agent in its sole and absolute discretion;

“Termination Reference Price” means an amount (which shall be deemed to be a monetary value in the Financing Level Currency) equal to the level of the Index at the Valuation Time on the Issuer Call Date as determined by or on behalf of the Calculation Agent without regard to any subsequently published correction;

“Trading Day” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“Valuation Date” means the last Trading Day of March in each year, commencing from (and including) March 2005, unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case, the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the five Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (i) the fifth Trading Day shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Final Reference Price 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 to be relevant; and

“**Valuation Time**” means the time with reference to which the Index Sponsor calculates the closing level of the Index, or such other time as the Issuer may determine in its absolute discretion and notify to Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. FORM

The Securities are represented by a Global Security (the “**Global Security**”) which will be deposited with the Clearing Agent and will be transferable only in accordance with the applicable law and the rules and procedures of the relevant Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being shown in the records of the relevant Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Agent as the holder of such unit quantity of the Securities (and the term “**Holder**” shall be construed accordingly) for all purposes, other than with respect to any payment and / or delivery obligations, the right to which shall be vested as regards the Issuer and the Agents, solely in the bearer of the Global Security.

3. RIGHTS AND PROCEDURES.

- (a) Exercise. Provided no Stop Loss Event has occurred, and notwithstanding notice of an Issuer Call, the Securities are exercisable by delivery of an Exercise Notice prior to the Exercise Time on an Exercise Date.
- (b) Issuer Call. The Issuer may terminate, subject to Exercise or a Stop Loss Event, the Securities, in whole but not in part, at any time after the Issuer Call Commencement Date, by giving Holders at least one calendar year notice of its intention to terminate the Securities. Any such notice shall be given in accordance with the provisions of General Condition 4, and shall specify the Issuer Call Date.
- (c) Stop Loss Event. Following a Stop Loss Event, the Securities will terminate automatically and the Issuer will give notice to the Holders in accordance with General Condition 4. A Stop Loss Event will override an Issuer Call and/or due exercise if the Stop Loss Event occurs prior to or on an Issuer Call Date or Valuation Date as the case may be.

- (d) Cash Settlement. Each Security upon due Exercise, termination pursuant to an Issuer Call or following a Stop Loss Event and subject to certification as to non-U.S. beneficial ownership, entitles its Holder to receive, from the Issuer on the Settlement Date either:
 - (i) The Exercise Cash Amount, following a valid Exercise, or
 - (ii) The Issuer Call Cash Amount, following a valid Issuer Call, or
 - (iii) The Stop Loss Cash Amount, following a Stop Loss Event.
- (e) Payment Day. If the date for payment of any amount in respect of the Securities is not a Payment Day, the Holder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (f) General. In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent nor any Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Amount.
- (g) Notice. In the event of the Holder electing to exercise the Securities, the Securities may only be exercised by the delivery of a duly completed exercise notice (an “**Exercise Notice**”) to a Clearing Agent with a copy to the Principal Agent. The form of the Exercise Notice may be obtained during normal business hours from the specified office of each Agent.

An Exercise Notice shall:

- (1) specify the number of Securities being exercised;
- (2) specify the number of the account with the Clearing Agent to be debited with the Securities being exercised;
- (3) irrevocably instruct and authorise the Clearing Agent to debit on or before the Settlement Date such account with such Securities;
- (4) specify the number of the account with the Clearing Agent to be credited with the Cash Amount (if any) for such Securities;
- (5) certify that neither the person exercising the Security nor any person on whose behalf the Security is being exercised is a U.S. person or a person within the United States. As used herein, “**U.S. person**” means (i) an individual who is a resident or a citizen of the United

States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the United States Commodity Futures Trading Commission's regulations by virtue of its participants being non-U.S. persons; or (vii) any other "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended, or in regulations adopted under the United States Commodity Exchange Act; and

- (6) authorise the production of such notice in any applicable administrative or legal proceedings.
- (h) Verification. In respect of each Exercise Notice, the relevant Holder must provide evidence reasonably satisfactory to the Principal Agent of its holding of such Securities.
- (i) Settlement. The Issuer shall pay or cause to be paid the Cash Amount (if any) for each duly exercised Security to the account specified in the relevant Exercise Notice for value on the Settlement Date.
- (j) Determinations. Failure properly to complete and deliver an Exercise Notice may result in such notice being treated as null and void. Any determination as to whether an Exercise Notice has been properly completed and delivered shall be made by the Principal Agent and shall be conclusive and binding on

the Issuer and the relevant Holder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form, or which is not copied to the Principal Agent immediately after being delivered to a Clearing Agent as provided in the Conditions shall be void.

If such Exercise Notice is subsequently corrected to the satisfaction of the Principal Agent, it shall be deemed to be a new Exercise Notice submitted at the time such correction is delivered to such Clearing Agent and copied to the Principal Agent.

Any Security with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the time specified in Product Condition 3(a) shall become void.

The Principal Agent shall use its best efforts promptly to notify the relevant Holder if it has determined that an Exercise Notice is incomplete or not in proper form. In the absence of gross negligence or wilful misconduct on its part, neither the Issuer nor the Principal Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Holder.

- (k) Delivery of an Exercise Notice. Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the Securities specified and no Exercise Notice may be withdrawn after receipt by a Clearing Agent as provided above. After the delivery of an Exercise Notice, the Securities which are the subject of such notice may not be transferred.
- (l) Method of Payment. Subject as provided below, where the relevant Cash Amount is in a currency other than euro, payment of the relevant Cash Amount will be made by an Agent on behalf of the Issuer in the Settlement Currency to an account (which, in the case of payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) specified by the payee with, or by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre of the country of such Settlement Currency; where the Cash Amount is in euro, payment of the relevant Cash Amount will be made by an Agent on behalf of the Issuer by credit or transfer to a euro account or any account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by a euro cheque.

Provided that where the Securities are expressed in Global form, payments will be made via the Clearing Agent(s) and will be made in accordance with the rules of such Clearing Agent(s). All payments will be subject to applicable fiscal and legal requirements applicable thereto.

- (m) **Exercise and Settlement Risk.** Exercise and settlement of the Securities is subject to all applicable laws, regulations and practices in force at the relevant time and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. Neither the Issuer nor the Agents shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.

4. ADJUSTMENTS

- (a) **Market Disruption.** The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred.

“Market Disruption Event” means: the occurrence or existence on any Trading Day during the one-half hour period that ends at the official close of trading on an Exchange or any Related Exchange of any suspension of or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise), (A) on an Exchange in securities that comprise 20 per cent or more of the level of the relevant Index, if in the determination of the Calculation Agent, such suspension or limitation is material. For the purpose of determining whether such suspension or limitation is material, if trading in a security included in the Index is suspended or materially limited at that time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security relative to (y) the overall level of the Index, in each case immediately before that suspension or limitation; or (B) on any Related Exchange in any options contracts or futures contracts or other derivatives contracts relating to the relevant Index. In any event, a limitation on the hours and number of days of trading will not constitute a Market Disruption

Event if it results from an announced change in the regular business hours of the relevant exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the relevant exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

(b) Adjustments to Index. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with General Condition 4 of any determination made by it pursuant to paragraphs (1), (2) or (3) below.

(1) If the Index is: (A) not calculated and announced by the Index sponsor but is calculated and published by a successor to the Index Sponsor (the “**Successor Sponsor**”) acceptable to the Calculation Agent; or (B) replaced by a successor index using in the determination of the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of the Index, then (in either case) the Index will be deemed to be the index so calculated and announced by such Successor Sponsor or that successor index, as the case may be.

(2) If: (A) on or prior to the Valuation Date, the Stop Loss Termination Date or the Issuer Call Date as the case may be, the Index Sponsor or, if applicable, the Successor Sponsor, makes a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index (other than a modification prescribed in that formula or method to maintain the Index in the event of changes in constituent securities and other routine events); or (B) on the Valuation Date or the Issuer Call Date the Index Sponsor or, if applicable the Successor Sponsor, fails to calculate and/or publish the Index; then (in either case) the Calculation Agent shall determine the Final Reference Price, the Stop Loss Price or the Termination Reference Price using, in lieu of a published level(s) for the Index on the Valuation Date, or the Issuer Call Date as the case may be, the level for the Index as determined by the Calculation Agent in accordance with the formula for and method of calculating the Index last in effect prior to the change of failure, but using only those securities that comprised the Index immediately prior to the change or failure (other than those securities that have

since ceased to be listed on the Exchange) or in the case of a material modification of the Index only, to deem such modified Index to be the Index so calculated and announced or to terminate the Certificates by giving notice in accordance with General Condition 4.

(3) If, at any time, any of the events specified in (A) to (H) below occurs and the Index Sponsor or, if applicable, the Successor Sponsor, has not in the opinion of the Calculation Agent made an appropriate adjustment to the level of the Index in order to account fully account for such event, notwithstanding that the rules published or applied by the Index Sponsor or, if applicable, the Successor Sponsor, pertaining to the Index have been applied, the Calculation Agent shall make such adjustment to the level of the Index as it considers appropriate in order to so account. (A) a distribution or dividend to existing holders of the shares comprising the Index (the “**Shares**”) of: (i) Shares; or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer of the Shares equally or proportionately with such payments to holders of Shares or (iii) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or otherwise) at less than the prevailing market price; (B) a free distribution or dividend of any Shares to existing holders by way of bonus, capitalisation or similar issue; (C) an extraordinary dividend; (D) any cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (E) any non-cash dividends declared on the Shares at a time when the relevant issuer has not previously declared or paid dividends on such Shares for the prior four quarterly periods; (F) any other extraordinary cash or non-cash dividend on, or distribution with respect to, the Shares which is, by its terms or declared intent, declared and paid outside the normal operations or normal dividend procedures of the relevant issuer, provided that, in all cases, the related ex-dividend date occurs during the period from but including the Issue Date up to and excluding the Valuation Date; (G) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then

current market value of the Shares; (H) any other similar event having dilutive or concentrative effect on the theoretical value of the Shares.

(4) The Issuer reserves the right to make adjustments or to distribute to the Holders any rights in connection with the Certificates as it reasonably believes are appropriate in circumstances where an event or events occur which the Issuer (in its absolute discretion and notwithstanding any adjustments previously made to the Certificates) believes should in the context of the issue of Certificates and its obligations hereunder, give rise to such adjustment or distribution, provided that such adjustment is considered by the Calculation Agent to be appropriate generally (without considering the individual circumstances of any Securityholder or the tax or other consequences of such adjustment in any particular jurisdiction) or is required to take account of provisions of the laws of the relevant jurisdiction or the practices of the Exchange.

- (c) The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 4 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

5. GOVERNING LAW

The Conditions pertaining to the Securities shall be governed by and shall be construed in accordance with English law.

CONDITIONS: PRODUCT CONDITIONS
RELATING TO SINGLE STOCK TURBO CERTIFICATES

The Product Conditions which follow relate to the Securities and must be read in conjunction with, and are subject to, the General Conditions (whether or not attached to this document). The Product Conditions and the General Conditions together constitute the Conditions of the Securities and will be attached to the Global Security representing the Securities.

1. DEFINITIONS

“**Agent**” means each of ABN AMRO Bank N.V., London branch, 250 Bishopsgate, London EC2M 4AA, United Kingdom as principal agent (the “**Principal Agent**”) and BNP Paribas Securities Services, Grüneburgweg 14, 60322 Frankfurt am Main, Germany, each acting through its specified office and together, the “**Agents**” which expression shall include any other Agent appointed pursuant to the provisions of General Condition 11;

“**Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and a day on which each Clearing Agent is open for business;

“**Cash Amount**” means an amount determined by the Calculation Agent in accordance with the following formula, less Expenses:

- (a) If, following a Stop-Loss Event:
 - (1) (Stop-Loss Termination Reference Price – Strike Price) x Entitlement; and
 - (2) the Funding Cost x Entitlement and otherwise,
- (b) (Final Reference Price – Strike Price) x Entitlement

provided that the Cash Amount shall not be less than zero. The Cash Amount shall be converted into the Settlement Currency at the prevailing Exchange Rate, if so specified and rounded to the nearest two decimal places in the Settlement Currency, 0.005 being rounded downwards;

“**Clearing Agent**” means Clearstream Banking AG, Euroclear Bank S.A. and Clearstream Banking S.A. and such further or alternative clearing agent(s) or clearance system(s) as may be approved by the Issuer from time to time and notified to the Holders in accordance with General Condition 4 (each a “**Clearing Agent**” and together the “**Clearing Agents**”);

“**Entitlement**” means the number specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 4;

“Exchange” means the exchange or quotation system where the Shares have their primary listing or any successor to such exchange or quotation system;

“Exercise Date” means the date specified as such in the definition of the relevant Series or, if any such day is not a Business Day, the next following Business Day;

“Expenses” means all taxes, duties and/or expenses, including all applicable depository, transaction or exercise charges, stamp duties, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties, arising in connection with (i) the exercise of such Security and/or (ii) any payment due following exercise or otherwise in respect of such Security;

“Final Reference Price” means an amount equal to the price of a Share quoted on the Exchange at the Valuation Time on the Valuation Date 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 price 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 price of the Share on such date having regard to the then prevailing market conditions, the last reported trading price of the Shares on the Exchange and such other factors as the Calculation Agent determines relevant;

“Funding Cost” means, subject to adjustment in accordance with Product Condition 4:

- (i) the Strike Price less the Strike Price discounted from the Exercise Date to (but excluding) the Stop-Loss Termination Date at the then Prevailing Rate, plus
- (ii) the Spread, minus
- (iii) the Notional Dividend Amount,

as determined by the Calculation Agent. The Funding Cost can be a negative number;

“Issue Date” means the date specified as such in the definition of the relevant Series;

“Issuer” means ABN AMRO Bank N.V., incorporated in The Netherlands with its statutory seat in Amsterdam acting through its principal office or its branch in London or such further or other branches as it may specify from time to time;

“Market Disruption Event” means each event specified as such in Product Condition 4;

“Notional Dividend Amount” means an amount, as determined by the Calculation Agent, equal to the discounted value of all the cash dividends and/or other cash distributions which are expected to be declared in respect of a Share during the Notional Dividend Period. Any such calculations shall be on the basis that amounts shall be deducted on account of taxation which would have been attributable to a UK resident corporate holder of the Shares and shall be adjusted with respect to any

double tax treaty between the United Kingdom and the country of incorporation of such Share Company, and less any Expenses. Any tax credits, howsoever arising, shall be disregarded;

“**Notional Dividend Period**” means the period from (but excluding) the Stop-Loss Termination Date to (and including) the Valuation Date;

“**Observation Period**” means the period from and including the Issue Date, to and including the Valuation Date;

“**Payment Day**” means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the relevant place of presentation of the Securities; and either (i) if the Settlement Currency is not euro, a day on which commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of such currency (if other than the place of presentation of such Security) or (ii) if the Settlement Currency is euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open;

“**Prevailing Rate**” means the continuously compounded zero rate applicable to the Strike Currency, as determined by the Calculation Agent;

“**Related Exchange**” means an options or futures exchange or quotation system on which options or futures contracts or other derivatives contracts on the Share are traded;

“**Securities**” means the cash settled turbo certificates relating to the Share and each a “**Security**”. References to the terms “**Securities**” and “**Security**” shall be construed severally with respect to each Series;

“**Series**” means each series of Securities as set out below:

Muenchener Rueckversicherungsgesellschaft AG Turbo Certificates

Entitlement:	0.1;
Exercise Date:	3 November 2003;
Share:	registered share of Muenchener Rueckversicherungsgesellschaft AG (ISIN: DE0008430026);
Share Company:	Muenchener Rueckversicherungsgesellschaft AG;
Issue Date:	3 February 2003;
Maximum Spread:	2%;
Strike Price:	EUR 65.00;
Stop Loss Price:	EUR 72.00;

Strike Currency: EUR;
Settlement Currency: EUR;
ISIN: NL0000252104;
WKN: 237196;

DaimlerChrysler AG Turbo Certificates

Entitlement: 0.1;
Exercise Date: 3 November 2003;
Share: registered share of DaimlerChrysler AG (ISIN: DE0007100000);
Share Company: DaimlerChrysler AG;
Issue Date: 3 February 2003;
Maximum Spread: 2%;
Strike Price: EUR 18.00;
Stop Loss Price: EUR 20.00;
Strike Currency: EUR;
Settlement Currency: EUR;
ISIN: NL0000252112;
WKN: 237197;

Allianz AG Turbo Certificates

Entitlement: 0.1;
Exercise Date: 3 November 2003;
Share: registered share of Allianz AG (ISIN: DE0008404005);
Share Company: Allianz AG;
Issue Date: 3 February 2003;
Maximum Spread: 2%;
Strike Price: EUR 50.00
Stop Loss Price: EUR 55.00;
Strike Currency: EUR;

Settlement Currency: EUR;
ISIN: NL0000252120;
WKN: 237198;

Deutsche Bank AG Turbo Certificates

Entitlement: 0.1;
Exercise Date: 3 November 2003;
Share: registered share of Deutsche Bank AG (ISIN: DE0005140008);
Share Company: Deutsche Bank AG;
Issue Date: 3 February 2003;
Maximum Spread: 2%;
Strike Price: EUR 28.00;
Stop Loss Price: EUR 31.00;
Strike Currency: EUR;
Settlement Currency: EUR;
ISIN: NL0000252138;
WKN: 237199;

“**Settlement Currency**” means the currency specified as such in the definition of the relevant Series;

“**Settlement Date**” means the fifth Business Day following the Valuation Date or the Stop-Loss Termination Valuation Date, as the case may be;

“**Share**” means the share specified as such in the definition of the relevant Series, subject to Product Condition 4 and “**Shares**” shall be construed accordingly;

“**Share Company**” means the share company specified as such in the definition of the relevant Series, subject to Product Condition 4;

“**Spread**” means the rate (expressed as a percentage per annum) as determined by the Calculation Agent having regard to the Strike Currency, the time to the Exercise Date, prevailing market conditions and such other factors as the Calculation Agent considers relevant, subject to a maximum of the “**Maximum Spread**” (as specified in the definition of the relevant Series) per annum;

“**Stop-Loss Event**” means that, subject to any adjustment in accordance with Product Condition 4, the price of the Share on the Exchange is at any time on any Trading Day during the Observation

Period other than a time at which there is, in the determination of the Calculation Agent, a Market Disruption Event, less than or equal to the Stop-Loss Price;

“**Stop-Loss Price**” means the price specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 4;

“**Stop-Loss Termination Date**” means the first Trading Day on which the Stop-Loss Event occurs;

“**Stop-Loss Termination Reference Price**” means, subject to any adjustment in accordance with Product Condition 4, an amount (which shall be deemed to be a monetary value in the Strike Currency), as determined by the Calculation Agent in its sole and absolute discretion, equal to the fair value price of the Share, based on the prices of the Share on the Exchange during the Stop-Loss Termination Valuation Period;

“**Stop-Loss Termination Valuation Date**” means the last Trading Day during the Stop-Loss Termination Valuation Period;

“**Stop-Loss Termination Valuation Period**” means a reasonable period immediately following the Stop-Loss Event, as determined by the Calculation Agent in its sole and absolute discretion, which period shall be determined by liquidity in the underlying market and shall not be greater than 3 hours (and excluding for this purpose any period during which a Market Disruption Event is continuing). If the Stop-Loss Event occurs less than 3 hours prior to the official close of trading on the Exchange (excluding for this purpose any period during which a Market Disruption Event is continuing), such period shall continue to such number of sequential next following Trading Days (up to the Valuation Time on the Valuation Date) as shall be necessary for the total number of such hours to be not more than 3 as determined by the Calculation Agent in its sole and absolute discretion;

“**Strike Currency**” means the currency specified as such in the definition of the relevant Series;

“**Strike Price**” means the price specified as such in the definition of the relevant Series, subject to any adjustment in accordance with Product Condition 4;

“**Trading Day**” means any day that is (or, but for the occurrence of a Market Disruption Event, would have been) a trading day on the Exchange and each Related Exchange other than a day on which trading on the Exchange or any Related Exchange is scheduled to close prior to its regular weekday closing time;

“**Valuation Date**” means the Exercise Date or, if such date is not a Trading Day, the first Trading Day thereafter unless, in the determination of the Calculation Agent, a Market Disruption Event has occurred on that day in which case, the Valuation Date shall be the first succeeding Trading Day on which the Calculation Agent determines that there is no Market Disruption Event, unless the Calculation Agent determines that there is a Market Disruption Event occurring on each of the five

Trading Days immediately following the original date which (but for the Market Disruption Event) would have been a Valuation Date. In that case (i) the fifth Trading Day shall be deemed to be the Valuation Date (regardless of the Market Disruption Event); and (ii) the Calculation Agent shall determine the Final Reference Price having regard to the then prevailing market conditions, the last reported trading price of the Share on the Exchange and such other factors as the Calculation Agent determines to be relevant; and

“**Valuation Time**” means close of trading on the relevant Exchange in relation to a Share or such other time as the Issuer may select in its absolute discretion and notify to Holders in accordance with General Condition 4.

Terms in capitals which are not defined in these Product Conditions shall have the meanings ascribed to them in the General Conditions.

2. FORM

The Securities are represented by a Global Security (the “**Global Security**”) which will be deposited with the Clearing Agent and will be transferable only in accordance with the applicable law and the rules and procedures of the relevant Clearing Agent through whose systems the Securities are transferred. Each person (other than another Clearing Agent) who is for the time being shown in the records of the relevant Clearing Agent as the owner of a particular unit quantity of the Securities (in which regard any certificate or other document issued by the relevant Clearing Agent as to the unit quantity of the Securities standing to the credit of the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuer and each Agent as the holder of such unit quantity of the Securities (and the term “**Holder**” shall be construed accordingly) for all purposes, other than with respect to any payment and / or delivery obligations, the right to which shall be vested as regards the Issuer and the Agents, solely in the bearer of the Global Security.

3. RIGHTS AND PROCEDURES

- (a) **Exercise.** Provided no Stop-Loss Event has occurred, the Securities will be deemed to be automatically exercised on the Exercise Date.
- (b) **Stop-Loss Event.** Following a Stop-Loss Event, the Securities will terminate automatically and the Issuer will give notice to the Holders in accordance with General Condition 4.
- (c) **Cash Settlement.** Each Security, subject to certification as to non-U.S. beneficial ownership, entitles its Holder to receive from the Issuer on the Settlement Date the Cash Amount.

- (d) General. In the absence of gross negligence or wilful misconduct on its part, none of the Issuer, the Calculation Agent or any Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Amount.
- (e) Method of Payment. Subject as provided below, where the Cash Amount is in a currency other than euro, payment of the Cash Amount will be made by an Agent on behalf of the Issuer in the Settlement Currency to an account (which, in the case of payment in Japanese yen to a non-resident of Japan, shall be a non-resident account) specified by the payee with, or by a cheque in such Settlement Currency drawn on, a bank in the principal financial centre of the country of such Settlement Currency; where the Cash Amount is in euro, payment of the Cash Amount will be made by an Agent on behalf of the Issuer by credit or transfer to a euro account or any account to which euro may be credited or transferred specified by the payee or, at the option of the payee, by a euro cheque. Provided that where the Securities are expressed to be in Global form, payments will be made via a Clearing Agent(s) and will be made in accordance with the rules of such Clearing Agent(s). All payments will be subject to applicable fiscal and legal requirements applicable thereto.
- (f) Payment Day. If the date for payment of any amount in respect of the Securities is not a Payment Day, the Holder shall not be entitled to payment until the next following Payment Day and shall not be entitled to any interest or other payment in respect of such delay.
- (g) Exercise and Settlement Risk. Exercise and settlement of the Securities is subject to all applicable laws, regulations and practices in force at the relevant time and neither the Issuer nor any Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. Neither the Issuer nor the Agents shall under any circumstances be liable for any acts or defaults of any Clearing Agent in relation to the performance of its duties in relation to the Securities.

4. ADJUSTMENTS

- (a) Market Disruption. The Calculation Agent shall as soon as reasonably practicable under the circumstances notify the Holders in accordance with General Condition 4 if it determines that a Market Disruption Event has occurred.

“**Market Disruption Event**” means:

- (1) the occurrence or existence on any Trading Day during the one-half hour period that ends at the official close of trading on the Exchange or any

Related Exchange of any suspension of or limitation imposed on trading in (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise): (A) the Shares on the Exchange or any other exchange on which the Shares are listed; or (B) any options contracts or futures contracts or other derivatives contracts relating to the Share on any Related Exchange, if, in the determination of the Calculation Agent, such suspension or limitation is material; or

- (2) a general moratorium is declared in respect of banking activities in the country in which the Exchange or any Related Exchange is located.

For the purposes of this definition, a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Exchange or any Related Exchange, but a limitation on trading imposed during the course of the day by reason of movements in price otherwise exceeding levels permitted by the Exchange or any Related Exchange may, if so determined by the Calculation Agent, constitute a Market Disruption Event.

- (b) Potential Adjustment Events. Following a declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Share and, if so, will:

- (1) make the corresponding adjustment, if any, to any one or more of the Conditions as the Calculation Agent determines appropriate to account for that diluting or concentrative effect; and
- (2) determine the effective date of that adjustment.

The Calculation Agent may, but need not, determine the adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange. Upon making any such adjustment, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the adjustment to be made to the Conditions and giving brief details of the Potential Adjustment Event.

“Potential Adjustment Event” means any of the following: (A) a subdivision, consolidation or reclassification of relevant Shares (unless a Merger Event), or, a free distribution or dividend of such Shares to existing holders by way of bonus, capitalisation, recapitalisation or similar issue; (B) a distribution or dividend to

existing holders of the relevant Shares of (aa) such Shares, or (bb) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Issuer equally or proportionately with such payments to holders of such Shares, or (cc) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other) at less than the prevailing market price as determined by the Calculation Agent; (C) an extraordinary dividend; (D) a distribution of cash dividends on the Shares equal to or greater than 8 per cent. per annum of the then current market value of the Shares; (E) a call by the Issuer in respect of relevant Shares that are not fully paid; (F) a repurchase by the Issuer of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or (G) any other similar event that may have a diluting or concentrative effect on the theoretical value of the relevant Shares.

- (c) De-listing, Merger Event, Nationalisation and Insolvency. If a De-listing, Merger Event, Nationalisation or Insolvency occurs in relation to the Share Company, the Issuer in its sole and absolute discretion may take the action described in (1), (2) or (3) below.
- (1) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other terms of these Conditions to account for the De-listing, Merger Event, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment. The Calculation Agent may (but is under no obligation to) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Nationalisation or Insolvency made by any Related Exchange to options contracts or futures contracts or other derivatives contracts on the Shares traded on such Related Exchange; or
- (2) cancel the Securities by giving notice to Holders in accordance with General Condition 4. If the Securities are to be cancelled the Issuer will pay an amount to each Holder in respect of each Security held by him which amount shall be the fair market value of a Security (taking into account the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be)) on the day selected for cancellation as shall be selected by the Issuer in its sole and absolute discretion adjusted to account fully for any losses, expenses and costs to the Issuer and/or any affiliate of the Issuer of unwinding or adjusting any underlying or related hedging arrangements (including but not limited to

any equity options or selling or otherwise realising any Shares or other instruments of any type whatsoever which the Issuer and/or any of its affiliates may hold as part of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion. Payment will be made in such manner as shall be notified to the Holders in accordance with General Condition 4; or

- (3) following any adjustment to the settlement of terms of options contracts or futures contracts or any other derivatives contracts on the Shares traded on any Related Exchange, require the Calculation Agent to make a corresponding adjustment to any of the other terms of these Conditions, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Related Exchange. If options contracts or futures contracts or other derivatives contracts on the Shares are not traded on the Related Exchange, the Calculation Agent will make such adjustment, if any, to any of the other terms of these Conditions as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Related Exchange to account for the De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) that in the determination of the Calculation Agent would have given rise to an adjustment by the Related Exchange if such options contracts or futures contracts or other derivatives contracts were so traded.

Upon the occurrence of a De-listing, Merger Event, Nationalisation or Insolvency, the Calculation Agent shall notify the Holders in accordance with General Condition 4, stating the occurrence of such De-listing, Merger Event, Nationalisation or Insolvency (as the case may be) and action proposed to be taken in relation thereto.

“De-listing” means a Share for any reason ceases to be listed or is suspended from listing on the Exchange (and such cessation or suspension is continuing and such Share is not subsequently listed or quoted on another stock exchange or quotation system acceptable to the Issuer).

“Merger Date” means the date upon which all holders of the Shares of a Share Company (other than, in the case of a take-over offer, Shares owned or controlled by the offeror) have agreed or have irrevocably become obliged to transfer their Shares.

“Merger Event” means any (1) reclassification or change to the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer all outstanding Shares of such Share Company; (2) consolidation, amalgamation or merger of a Share Company with or into another entity (other than a consolidation, amalgamation or merger in which such Share Company is the continuing entity and which does not result in any such reclassification or change to all the outstanding Shares of a Share Company); or (3) other take-over offer for the Shares of a Share Company that results in a transfer of or an irrevocable commitment to transfer the Shares of a Share Company (other than any such Shares owned or controlled by the offeror), in each case if the Merger Date is on or before the Valuation Date.

“Nationalisation” means that all the Shares of a Share Company or all the assets or substantially all the assets of a Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority or entity.

“Insolvency” means that by reason of the voluntary or involuntary liquidation, bankruptcy or insolvency of or any analogous proceeding affecting a Share Company, (1) all the Shares are required to be transferred to a receiver, trustee, liquidator or other similar official or (2) holders of the Shares of that Share Company become legally prohibited from transferring them.

- (d) The Calculation Agent shall, as soon as practicable after receipt of any written request to do so, advise a Holder of any determination made by it pursuant to this Product Condition 4 on or before the date of receipt of such request. The Calculation Agent shall make available for inspection by Holders copies of any such determinations.

5. GOVERNING LAW

The Conditions pertaining to the Securities shall be governed by and shall be construed in accordance with English law.

INFORMATION RELATING TO THE UNDERLYING

The following summary information has been extracted from public information services and/or the relevant Index Sponsor. The Issuer accepts responsibility for accurately reproducing such extracts but does not accept any further or other responsibility in respect of such information. The Issuer has not participated in the preparation of such information nor has the Issuer made any due diligence inquiry with respect to such information and the Issuer assumes no responsibility for the adequacy or accuracy of such information.

Information relating to The Dow Jones EURO STOXX 50SM Index (the “EURO STOXX 50 Index”)

GENERAL DESCRIPTION

The EURO STOXX 50 Index is a capitalisation-weighted index and a subset of 50 companies of the Dow Jones EURO STOXX 50, which only includes companies from countries that are part of the EMU. The purpose of the Dow Jones European indices generally is to provide a definitive standard for measuring stock market performance on a European basis and for the EURO STOXX 50 Index specifically, the purpose is to reflect the sector leaders of the Euro zone.

CALCULATION

The EURO STOXX 50 Index is calculated in EUR and is calculated on a real-time basis every 15 seconds on such days when at least 50 per cent of the market capitalisation of the Dow Jones STOXX is available from the time the first exchange opens (but in no case earlier than 8.30 a.m. CET) until the last exchange closes. The official closing value of the EURO STOXX 50 Index is calculated using the closing price of each stock that did trade and adjusted closing prices of the previous trading day for those stocks that did not trade on the current day. If there is a stock exchange holiday in one or more countries, the last available stock prices from that exchange and the last available currency rate will be used for the EURO STOXX 50 Index calculation. Responsibility for the calculation and composition of the EURO STOXX 50 Index is undertaken by STOXX Limited.

MAINTENANCE

The composition of the EURO STOXX 50 Index is reviewed annually. In addition there is an ongoing review for changes in the composition of the EURO STOXX 50 Index by reason of extraordinary events such as bankruptcy, mergers and takeovers and change of primary market

listing. In these cases, the event is taken into account as soon as it is effective. If it causes a stock to be dropped from the broad indexes, it is not replaced before the next quarterly review. Changes in the constituents and the industry group classification due to the periodic review will be announced at least four weeks prior to the implementation date.

INDEX SPONSOR

The Index is calculated and announced by

STOXX Limited

Selnaustrasse 30

CH-8021 Zurich

Switzerland

www.stoxx.com

LICENSE AGREEMENT

The Sponsor has granted to the Issuer the right to use the EURO STOXX 50 Index for these certificates. The certificates are in compliance with the terms and conditions upon which the authorisation to use the EURO STOXX 50 Index was granted by the Sponsor.

HISTORIC CLOSING LEVELS

	<u>High</u>	<u>Low</u>
2001	4,787.45	2,877.68
2002	3,833.09	2,150.27
1-29 January 2003	2,529.86	2154.53

The closing level of the EURO STOXX 50 Index on 29 January 2003 was 2,189.03

Source: Bloomberg

LICENSE DISCLAIMER

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Have any responsibility or liability for or make any decisions about the timing, amount or pricing of products.

Have any responsibility or liability for the administration, management or marketing of the products.

Consider the needs of the products or the owners of the products in determining, composing or

calculating the relevant index or have any obligation to do so.

STOXX and Dow Jones will not have any liability in connection with products.

Specifically, STOXX and Dow Jones do not make any warranty, express or implied and disclaim any and all warranty about:

The results to be obtained by the products, the owner of the products or any other person in connection with the use of the relevant index and the data included in the relevant index;

The accuracy or completeness of the relevant index and its data;

The merchantability and the fitness for a particular purpose or use of the relevant index and its data;

STOXX will have no liability for any errors, omissions or interruptions in them relevant index or its data;

Under no circumstances will STOXX or Dow Jones be liable for any lost profits or indirect, punitive, special or consequential damages or losses, even if STOXX or Dow Jones knows that they might occur.

The licensing agreement between the Issuer and STOXX is solely for their benefit and not for the benefit of the owner of the products or any other third parties.

Information relating to the DAX[®] Index (the “DAX”)

INDEX DESCRIPTION

The DAX reflects the blue chip segment comprising the largest and most actively traded German companies that are listed on the Frankfurt Stock Exchange (the “FWB”). It comprises 30 issues, which have been admitted to trading in the First and Second segment.

CALCULATION

The DAX is capital-weighted, whereby the weight of any individual issue is proportionate to its respective share in the overall capitalisation. The shares of all classes of the various index companies that have been admitted to trading at FWB are applied as weights in the DAX. In the course of the index calculation process, the aggregate number of shares across all classes is then weighted by the price of the most liquid class.

MAINTENANCE

The DAX portfolio is reviewed every three months to see whether its composition still appropriately represents the respective market segment. The selection of DAX component issues is made on the grounds of certain rankings, the primary selection criteria of which are the exchange turnover on Xetra and the Frankfurt floor (within the preceding 12 months) and the market capitalisation on a certain reporting date (last trading day of each month).

The composition of the index portfolio is generally reviewed for the DAX on an annual basis. Any replacement of index component issues is carried out on the respective chaining dates in September.

The Working Committee for Equity Indices advises Deutsche Börse AG on all issues related to the DAX, recommending measures which are necessary in order to ensure the relevance of the index range and the correctness and transparency of the index calculation process. In accordance with the various rules set out in this guideline, the Committee pronounces recommendations in respect of the composition of Deutsche Börse’s indices. However, any decision on the composition of and possible modifications to the DAX are exclusively taken by the Board of Deutsche Börse AG.

Mergers or events of insolvency may trigger an extraordinary change in the corresponding index composition.

INDEX SPONSOR

The Index is calculated, published (every 15 seconds during trading sessions) and announced by Deutsche Börse AG.

Further information may be obtained from the Index Sponsor at the address specified below:

Deutsche Börse AG
Neue Börsenstrasse 1
60485 Frankfurt am Main
Germany
www.deutsche-boerse.com

LICENSE AGREEMENT

The Sponsor has granted to the Issuer the right to use the DAX Index for these Certificates. The Certificates are in compliance with the terms and conditions upon which the authorisation to use the DAX Index was granted by the Sponsor.

HISTORIC CLOSING LEVELS OF THE DAX

	High	Low
2001	6,795.14	3,787.23
2002	5,462.55	2,597.88
1 - 29 January 2003	3,157.25	2,643.80

The closing level of the DAX on 29 January 2003 was 2,706.57

Source: Bloomberg

LICENSE DISCLAIMER

These Certificates are not in any way sponsored, endorsed, sold or promoted by Deutsche Börse AG and Deutsche Börse AG makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of the DAX Index and/or the figure at which the DAX Index stands at any particular time on any particular day or otherwise. The DAX Index is compiled and calculated by Deutsche Börse AG. However, Deutsche Börse AG shall not be liable (whether in negligence or otherwise) to any person for any error in the indices and Deutsche Börse AG shall not be under any obligation to advise any person of any error therein.

INFORMATION RELATING TO THE UNDERLYING

The following summary information has been extracted from public information services and/or the most recent annual report of the relevant Share Company. The Issuer accepts responsibility for accurately reproducing such extracts but does not accept any further or other responsibility in respect of such information. The Issuer has not participated in the preparation of such information nor has the Issuer made any due diligence inquiry with respect to such information and the Issuer assumes no responsibility for the adequacy or accuracy of such information.

MÜCHENER RÜCKVERSICHERUNGSGESELLSCHAFT AG

GENERAL DESCRIPTION OF THE SHARE COMPANY

Münchener Rückversicherungs-Gesellschaft AG (the “Share Company”) is a financial services provider which offers reinsurance, insurance, and asset management services. The Share Company has subsidiaries in most major financial centres throughout the world.

FINANCIAL HIGHLIGHTS OF THE SHARE COMPANY

	31 December 2001 (in millions EUR)	31 December 2000 (in millions EUR)
Total Assets	202,054.0	193,567.0
Total Liabilities	181,707.0	167,611.0
Net Income	250.0	1750.0
Shareholder Equity	20,347.0	25,956.0
Earnings per Share after extraordinary items (not in millions)	1.410	9.891

Net Dividends per Share (not in millions)

- on 17 July 2002 a regular cash dividend of EUR1.25 was declared
- on 18 July 2001 a regular cash dividend of EUR1.25 was declared
- on 20 July 2000 a regular cash dividend of EUR0.95 was declared

Source: Bloomberg

HISTORICAL SHARE CLOSING PRICES

	High	Low
	(EUR)	(EUR)
2001	387.00	230.49
2002	307.00	98.99
1 – 29 January 2003	123.35	90.61

The closing price of the Share on 29 January 2003 was EUR 91.80

Source: Bloomberg

FURTHER INFORMATION

Further information may be obtained from the Share Company at the address specified below.

Koeniginstrasse 107

80802 Munich

Germany

Tel. +49 89 38 91 0

Fax. +49 89 39 90 56

www.munichre.com

DAIMLERCHRYSLER AG.

GENERAL DESCRIPTION OF THE SHARE COMPANY

DaimlerChrysler AG (the “Share Company”) designs, manufactures, and markets automobiles, light trucks and commercial vehicles worldwide. The Share Company manufactures Mercedes-Benz, Chrysler, Jeep, Dodge, and Smart brand automobiles, and Mercedes-Benz, Freightliner, Sterling, Western Star, Setra, Thomas Built Buses, Orion, and American LaFrance commercial vehicles.

FINANCIAL HIGHLIGHTS OF THE SHARE COMPANY

	31 December 2001 (in millions EUR)	31 December 2000 (in millions EUR)
Total Assets	207410.0	199274.0
Total Liabilities	167989.0	156346.0
Net Income	(662.0)	7894.0
Shareholder Equity	39421.0	42928.0
Earnings per Share after extraordinary items	(0.660)	7.868

Net Dividends per Share (not in millions)

- on 10 April 2002 a regular cash dividend of EUR1.00 was declared
- on 11 April 2001 a regular cash dividend of EUR2.35 was declared
- on 19 April 2000 a regular cash dividend of EUR2.35 was declared

Source: Bloomberg

HISTORICAL SHARE CLOSING PRICE

	<u>High</u> (EUR)	<u>Low</u> (EUR)
2001	57.80	30.22
2002	54.96	28.42
1 – 29 January 2003	31.90	26.04

The closing level of the Share on 29 January 2003 was EUR27.35

Source: Bloomberg

FURTHER INFORMATION

Further information may be obtained from the Share Company at the address specified below.

Epplestrasse 225

70567 Stuttgart

Germany

Tel: +49 711 17 0

Fax: +49 711 17 94022

www.daimlerchrysler.com

ALLIANZ AG

GENERAL DESCRIPTION OF THE SHARE COMPANY

Allianz AG (the “Share Company”) is the holding company of the Allianz Group and offers insurance and financial services. The Share Company offers property and casualty, credit, travel, life and health insurance and fund management services through subsidiaries in over 70 countries.

FINANCIAL HIGHLIGHTS OF THE SHARE COMPANY

	December 2001	December 2000
	(in millions EUR)	(in millions EUR)
Total Assets	942,925.0	439,994.9
Total Liabilities	942,925.0	439,994.9
Net Income	1,623	3,460.1
Shareholder Equity	49,013.0	51,803.6
Earnings per Share (not in millions)	6.660	14.100
Net Dividends per Share (not in millions)		

- On 12 June 2002 a regular cash dividend of EUR 1.50 was declared
- On 11 July 2001 a regular cash dividend of EUR 1.50 was declared
- On 12 July 2000 a regular cash dividend of EUR 1.25 was declared

HISTORICAL SHARE CLOSING PRICES

	High	Low
	(EUR)	(EUR)
2001	396.00	205.29
2002	286.80	76.68
1 – 29 January 2003	98.85	74.52

The closing level of the Share on 29 January 2003 was EUR 75.27

Source: Bloomberg

FURTHER INFORMATION

Further information may be obtained from the Share Company Sponsor at the address specified below.

Koeniginstrasse 28

80802 Munich

Germany

Tel: + 49 89 3800 0

Fax: + 49 89 3499 41

www.allianz.com

DEUTSCHE BANK AG

GENERAL DESCRIPTION OF THE SHARE COMPANY

Deutsche Bank AG (the “Share Company”) provides a broad range of banking, investment, fund management, securities brokerage, credit card, mortgage, leasing and insurance services worldwide. The Share Company provides its services to retail and private clients, corporations and financial institutions, and multi-national conglomerates. The Share Company also offers financial consulting and advisory services.

FINANCIAL HIGHLIGHTS OF THE SHARE COMPANY

	31 December 2001	31 December 2000
	(in millions EUR)	(in millions EUR)
Total Assets	918,222	928,994
Total Liabilities	878,029	885,311
Net Income	167	13,513
Shareholder Equity	40,193	43,683
Earnings per Share (not in millions)	0.270	21.997

Net Dividends per Share (not in millions)

- on 22 May 2002 a regular cash dividend of EUR1.30 was declared
- on 17 May 2001 a regular cash dividend of EUR1.30 was declared
- on 9 June 2000 a regular cash dividend of EUR1.15 was declared

Source: Bloomberg

HISTORICAL SHARE CLOSING PRICES

	High	Low
	(EUR)	(EUR)
2001	104.73	47.07
2002	82.40	37.53
1 – 29 January 2003	47.70	37.79

The closing price of the Share on 29 January 2003 was EUR 39.61.

Source: Bloomberg

FURTHER INFORMATION

Further information may be obtained from the Share Company at the address specified below.

Taunusanlage 12

60325 Frankfurt am Main

Germany

Tel. +49 69 910 00

Fax. +49 69 910 386 70

www.deutsche-bank.de

ZUSATZANGABEN FÜR DAS ANGEBOT IN DER BUNDESREPUBLIK DEUTSCHLAND

WICHTIG: DIESE ZUSATZANGABEN FÜR DAS ANGEBOT IN DER BUNDESREPUBLIK DEUTSCHLAND SOWIE DARIN ENTHALTENE BEZUGNAHMEN AUF WERTPAPIERE BEZIEHEN SICH AUSSCHLIEßLICH AUF DEN NACHTRAG NR. 192 VOM 3. FEBRUAR 2003 GEMÄß § 10 WERTPAPIER-VERKAUFSPROSPEKTGESETZ ZUM UNVOLLSTÄNDIGEN VERKAUFSPROSPEKT VOM 28. FEBRUAR 2002.

1. BESTEUERUNG

Der folgende Abschnitt beschreibt die nach deutschem Steuerrecht auftretenden steuerlichen Folgen der Veräußerung von Wertpapieren innerhalb der Einjahresfrist auf Grundlage des zum Zeitpunkt der Veröffentlichung des Offering Supplement geltenden Steuerrechts. Diese Zusammenfassung ist allerdings nicht erschöpfend. Insbesondere werden keine Aussagen über die steuerlichen Folgen gemacht, falls einzelne Wertpapiere nach deutschem Recht als sogenannte Finanzinnovationen oder eigenkapitalähnliche Instrumente zu besteuern sind. Inhabern, die in Bezug auf ihre steuerliche Rechtsposition im Zweifel sind, wird empfohlen, ihren Steuerberater zu konsultieren.

Ein in Deutschland ansässiger Privatanleger (Wohnsitz oder ständiger Aufenthaltsort in Deutschland), der das Wertpapier innerhalb eines Jahres nach Erwerb veräußert, unterliegt mit einem Veräußerungsgewinn grundsätzlich der Einkommensteuer, (zuzüglich Solidaritätszuschlag in Höhe von 5,5% der Einkommensteuer).

Der Erfolg aus der Veräußerung wird als Differenz von Verkaufserlös einerseits sowie ursprünglichen Anschaffungskosten und Spesen andererseits ermittelt. Im Kalenderjahr werden sämtliche Gewinne und Verluste aus diesen Geschäften saldiert. Liegen die Gewinne nach Saldierung unter Euro 512, bleiben sie steuerfrei; ab Euro 512 sind sie in voller Höhe steuerpflichtig. Wird nach Saldierung ein Verlust ausgewiesen, kann der Verlust im Vorjahr erzielte Gewinne aus ähnlichen Geschäften mindern. Ist das nicht möglich oder gewünscht, kann der Verlust vorgetragen werden.

Ähnliche Regelungen gelten, wenn der Privatanleger Rechte zum Erwerb/ zur Veräußerung erwirbt oder Verpflichtungen zum Erwerb/ zur Veräußerung innerhalb eines Jahres durch Barausgleich oder Glattstellung aufgibt. Auch nach Ablauf der Einjahresfrist kann im Einzelfall eine Steuerpflicht gegeben sein. Sind die Wertpapiere einem Betriebsvermögen in Deutschland zugeordnet, unterliegt der Gewinn aus der Veräußerung

unabhängig von der Haltedauer grundsätzlich der Einkommensteuer - oder Körperschaftsteuer zuzüglich eines Solidaritätszuschlags i.H.v. 5,5% hierauf sowie der Gewerbesteuer. Der Umfang der Steuerpflicht ist allerdings für jeden Einzelfall gesondert zu bestimmen (z.B. keine Gewerbesteuerpflicht für Angehörige freier Berufe). Ob Verluste abziehbar sind, hängt von den Umständen des Einzelfalls ab. Auch eine nicht in Deutschland ansässige Person ist im allgemeinen nach den oben genannten Grundsätzen steuerpflichtig, z.B. wenn sie in Deutschland eine Betriebsstätte unterhält oder einen ständigen Vertreter bestellt hat.

2. EMISSION UND VERKAUF

Die Wertpapiere sind zum Vertrieb und zum Verkauf in Deutschland geeignet und werden am 3. Februar 2003 emittiert und ab dem 3. Februar 2003 freibleibend zum Verkauf angeboten. Die Wertpapiere können direkt von jeder Niederlassung der ABN AMRO Bank (Deutschland) AG in Deutschland bezogen werden. Es ist beabsichtigt, die Einbeziehung der Wertpapiere in den Freiverkehr an der Frankfurter Wertpapierbörse und in das Börsesegment EUWAX an der Börse-Stuttgart zu beantragen.

3. INFORMATIONEN ZU SETTLEMENT UND CLEARING

Die Wertpapiere sind zum Clearing und Settlement wie nachstehend beschrieben zugelassen worden:

Description	Euroclear Bank S.A. (ISIN)	Clearstream Banking AG (WKN)
200,000 Dow Jones EURO STOXX 50 SM Index Mini Long Certificates Series A	NL0000252146	237200
200,000 Dow Jones EURO STOXX 50 SM Index Mini Long Certificates Series B	NL0000252153	237201
1,500,000 DAX [®] Index Mini Long Certificates	NL0000252161	237202
1,000,000 DAX [®] Index Mini Short Certificates	NL0000252096	237195

Description	Euroclear Bank S.A. (ISIN)	Clearstream Banking AG (WKN)
200,000 Muenchener Rueckversicherungsgesellschaft AG Turbo Certificates	NL0000252104	237196
800,000 DaimlerChrysler AG Turbo Certificates	NL0000252112	237197
200,000 Allianz AG Turbo Certificates	NL0000252120	237198
400,000 Deutsche Bank AG Turbo Certificates	NL0000252138	237199

4. INFORMATIONEN ZUM VERFALLDATUM

Diese Informationen entnehmen Sie bitte Product Condition 3. Nur Personen, welche zur entsprechenden Zeit in dem Register der maßgeblichen Verwaltungsstelle (Clearing Agent) als Wertpapierinhaber eingetragen sind, werden als solche angesehen.

5. BÜRO DER ZAHLSTELLE

In Deutschland wenden Sie sich bitte an BNP Paribas Securities Services, Grüneburgweg 14, 60322 Frankfurt am Main.

6. RECHTLICHER HINWEIS

Nachtrag gemäß § 10 Wertpapier-Verkaufsprospektgesetz zum unvollständigen Verkaufsprospekt:

Dieser Nachtrag wird gemäß § 10 des Wertpapier-Verkaufsprospektgesetzes im Zusammenhang mit dem unvollständigen Verkaufsprospekt vom 28. Februar 2002 veröffentlicht.

Veränderungen, die für die Beurteilung der Emittentin oder der Wertpapiere von wesentlicher Bedeutung sind, werden, zusätzlich zu einer Bekanntmachung gemäß General Condition 4(a), in einem Nachtrag gemäß § 11 Wertpapier-Verkaufsprospektgesetz in einem überregionalen Börsenpflichtblatt bekanntgemacht.

Dieser Nachtrag sowie der unvollständige Verkaufsprospekt werden während der Laufzeit der Wertpapiere zu den üblichen Geschäftszeiten in der Geschäftsstelle der Zahlstelle zur kostenlosen Ausgabe bereitgehalten. Angaben zur Zahlstelle entnehmen Sie bitte der obigen Rubrik 5. (Büro der Zahlstelle).

ABN AMRO BANK N.V. AND ABN AMRO BANK HOLDING N.V.

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