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Name: Gilles Corswarem
Title: Authorised signatory

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Name: Innocenzo Soi
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# KBC Group NV

*Havenlaan 2, B-1080 Brussels, Belgium*

*A company with limited liability (naamloze vennootschap/société anonyme) organised under the laws of Belgium*

*Enterprise number 0403.227.515 (RLE Brussels)*

# EUR 25,000,000,000
# Euro Medium Term Note Programme

Under this EUR 25,000,000,000 Euro Medium Term Note Programme (the "**Programme**"), KBC Group NV (the "**Issuer**") may from time to time issue notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer(s) (as defined below). The aggregate nominal amount of Notes outstanding will not at any time exceed EUR 25,000,000,000 (or its equivalent in any other currencies). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions herein. Notes to be issued under the Programme may comprise (i) unsubordinated Notes ("**Senior Notes**") and (ii) Notes which are subordinated as described herein and have terms capable of qualifying as Tier 2 Capital (as defined herein) (the "**Subordinated Tier 2 Notes**"). The Notes will be issued in the Specified Denomination(s) specified in the applicable Final Terms. The minimum Specified Denomination of the Notes shall be at least EUR 100,000 (or its equivalent in any other currency at the time of issuance). The Notes have no maximum Specified Denomination.

The Notes may be issued on a continuing basis to the Dealer specified below and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**").

This base prospectus (which expression shall include this base prospectus as amended and/or supplemented from time to time and all documents incorporated by reference herein, the "**Base Prospectus**") has been approved on 3 June 2026 by the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten/Autorité des services et marchés financiers*) (the "**Belgian FSMA**") in its capacity as competent authority under Regulation (EU) No 2017/1129, as amended (the "**Prospectus Regulation**"). It contains information relating to the issue by the Issuer of Notes under the Programme and must be read in conjunction with the documents incorporated by reference herein. The Belgian FSMA has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. This approval should not be considered as an endorsement of the Issuer or of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in any Notes.

In addition, application has been made to Euronext Brussels ("**Euronext Brussels**") for Notes issued under the Programme during the period of twelve months from the date of approval of this Base Prospectus to be eligible to be listed on Euronext Brussels and admitted to trading on the regulated market of Euronext Brussels. References in this Base Prospectus to Notes being "**listed**" (and all related references) shall mean that such Notes have been listed and admitted to trading on the regulated market of Euronext Brussels. The regulated market of Euronext Brussels is a regulated market for the purposes of Directive (EU) No 2014/65 of the European Parliament and of the Council on markets in financial instruments and amending Directive (EC) No 2002/92 and Directive (EU) No 2011/61, as amended ("**MiFID II**"). The Issuer may also issue Notes which are not listed or request the listing of Notes on any other stock exchange or market.

**This Base Prospectus is valid for twelve months from its date. This Base Prospectus may be updated by any supplements in accordance with Article 23 of the Prospectus Regulation. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply after this period of twelve months from the date of approval of this Base Prospectus.**

The Notes will be issued in dematerialised form in accordance with the provisions of the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*), as amended (the "**Belgian Companies and Associations Code**") and cannot be physically delivered. The Notes will be represented exclusively by book entries in the records of the securities settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**Securities Settlement System**"). Notes can be held by their holders through direct and indirect participants in the Securities Settlement System ("**Participants**"). Participants include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank SA/NV ("**Euroclear Bank**"), Clearstream Europe AG ("**Clearstream Frankfurt**"), Clearstream Banking S.A. ("**Clearstream Banking Luxembourg**") SIX SIS AG ("**SIX SIS**"), Euroclear France SA ("**Euroclear France**"), Monte Titoli S.p.A. ("**Euronext Securities Milan**"), Interbolsa S.A. ("**Euronext Securities Porto**"), LuxCSD S.A. ("**LuxCSD**"), Iberclear-ARCO ("**Iberclear**") and OeKB CSD GmbH ("**OeKB**"). Accordingly, the Notes will be eligible to clear through, and will therefore be accepted by, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB and investors may hold their Notes within securities accounts in Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB. The Notes issued in dematerialised form and settled through the Securities Settlement System may be eligible as ECB collateral, provided that the applicable ECB eligibility requirements are met.

Information on the aggregate nominal amount of Notes, interest (if any) payable in respect of such Notes, the issue price of such Notes and other information which is applicable to each Tranche (as defined herein) of such Notes will be set out in a final terms document (the "**Final Terms**") which will be delivered to the Belgian FSMA and Euronext Brussels on or before the date of issue of the Notes of such Tranche. Copies of Final Terms in relation to Notes to be listed on Euronext Brussels will be published on the website of the Issuer (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html).

Notes issued under the Programme may be rated or unrated. When an issue of a certain Series (as defined herein) of Notes is rated, its rating will not necessarily be the same as the rating applicable to the Issuer or the Programme (if any) and such rating may be specified in the applicable Final Terms. Whether or not a rating in relation to any Series of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**") and/or by a credit rating agency established in the United Kingdom and registered under Regulation (EC) No 1060/2009 on credit rating agencies as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**") will be disclosed in the applicable Final Terms. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

**Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus, setting out certain risks in relation to Senior Notes and Subordinated Tier 2 Notes. In particular, holders of Senior Notes and Subordinated Tier 2 Notes may lose their investment if the Issuer were to become non-viable or the Notes were to be (in the case of the Subordinated Tier 2 Notes) written down and/or converted or (in the case of the Senior Notes) bailed-in. See pages 24 to 27 of this Base Prospectus. Moreover, Subordinated Tier 2 Notes include certain risks specific to the nature of such instruments, such as subordination, write-down/conversion features, increased illiquidity, conflicts of interests and redemption. See pages 10 to 44 for a description of the risk factors and pages 30 to 32 for a description of the risk factors specific to Subordinated Tier 2 Notes. Notes issued as "Green Bonds" or "Social Bonds" represent specific risks, including the risk of possible non-conformity of Green Bonds or Social Bonds with investors' expectations and evolving regulation and the risks related to the absence of contractual obligations of the Issuer under the Notes in relation to the Green Bond Framework or Social Bond Framework. See pages 34 to 39 for a description of the risk factors specific to Green Bonds and Social Bonds.**

**The Notes may not be a suitable investment for all investors. Accordingly, prospective investors in Notes should decide for themselves whether they want to invest in the Notes and obtain advice from a financial intermediary in that respect, in which case the relevant intermediary will have to determine whether or not the Notes are a suitable investment for them.**

**If the "Prohibition of Sales to Belgian Consumers" is specified as applicable in the Final Terms in respect of any Notes, the Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, to any individual in Belgium qualifying as a "consumer" *(consument/consommateur)* within the meaning of Article I.1 of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013, as amended.**

**Arranger and Dealer**

**KBC Bank**

The date of this Base Prospectus is 3 June 2026.

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# OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus (including any documents incorporated by reference herein) and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms.*

*This overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980, as amended.*

*Words and expressions defined in "Terms and Conditions of the Notes" shall have the same meanings in this overview.*

## Information relating to the Issuer

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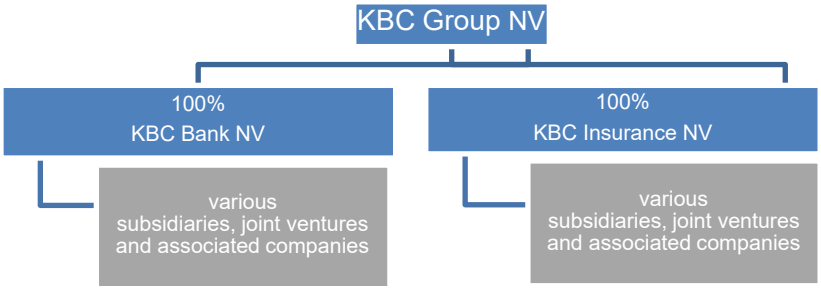
| **Issuer:** | KBC Group NV. |
| **Legal Entity Identifier (LEI) of the Issuer:** | 213800X3Q9LSAKRUWY91. |
| **Description of the Issuer:** | The Issuer is a mixed financial holding company, which has as its object the direct or indirect ownership and management of shareholdings in other companies, including but not restricted to credit institutions, insurance companies and other financial institutions. The Issuer also has as its object to provide support services for third parties, as agent or otherwise, in particular for companies in which the Issuer has an interest – either directly or indirectly.<br>A simplified chart of KBC Group's legal structure is provided below:<br>  |
| **Principal activities of the Group:** | The Issuer and its subsidiaries (the "**Group**") are an integrated bank insurance group, catering mainly for retail, private banking, small and medium-sized enterprises and mid-cap clients. Geographically, the Group focusses on its core markets of Belgium, the Czech Republic, the Slovak Republic, Hungary and Bulgaria. Elsewhere in the world, the Group is present, to a limited extent, in several other countries to support corporate clients from the Group's core markets.<br>The Group's core business is retail and private bank-insurance (including asset management), although it is also active in providing services to corporations and market activities. Across its core markets, the Group is active in a large number of products and activities, ranging from the plain vanilla deposit, credit, asset management and life and non-life insurance businesses to specialised activities such as, but not exclusively, payments services, dealing room activities (money and debt market activities), brokerage and corporate finance, foreign trade finance, international cash management and leasing. |

## Information relating to the Programme

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| **Description:** | Euro Medium Term Note Programme.<br>Notes to be issued under the Programme may comprise (i) unsubordinated Notes ("**Senior Notes**") and (ii) Notes that are subordinated as described herein and have terms capable of qualifying as Tier 2 Capital (as defined herein) (the "**Subordinated Tier 2 Notes**"). |
| **Arranger and Dealer:** | KBC Bank NV.<br>The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the entity listed above as Dealer and to such additional entities that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all entities appointed as a dealer in respect of one or more Tranches. |
| **Agent:** | KBC Bank NV. |
| **Size:** | Up to EUR 25,000,000,000 (or its equivalent in any other currencies) aggregate nominal amount of Notes outstanding at any one time pursuant to the Euro Medium Term Note Programme (the "**Programme**"). |
| **Distribution:** | The Notes will be distributed by way of a wholesale offering, on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**"), whether or not issued on the same date, that (except for the date for, and amount of, the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number. A "**Tranche**" means, in relation to a Series, those Notes of that Series that are identical in all respects. The final terms and conditions for the Notes (or the relevant provisions thereof) will be completed in the final terms (the "**Final Terms**"). |
| **Currencies:** | Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers. |
| **Maturity:** | Subject to compliance with all relevant laws, regulations and directives (including the Applicable Banking Regulations) and unless previously redeemed or purchased and cancelled, each Note will have the maturity as specified in the applicable Final Terms.<br>Unless otherwise permitted by the Applicable Banking Regulations, Subordinated Tier 2 Notes constituting Tier 2 Capital will have a minimum maturity of five years. |
| **Issue price:** | Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. |
| **Form of Notes:** | The Notes will be issued in dematerialised form in accordance with the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*), as amended. The Notes will be represented exclusively by book entries in the records of the securities settlement system operated by the National Bank of Belgium ("**NBB**") or any successor thereto (the "**Securities Settlement System**"). The Notes cannot be |

physically delivered and may not be converted into bearer notes (*effecten aan toonder/titres au porteur*). Title to the Notes will pass by account transfer.

**Specified denomination:** The Notes will be in such denominations as may be specified in the applicable Final Terms, save that in the case of any Notes the minimum specified denomination shall be at least EUR 100,000 (or its equivalent in any other currency at the time of issuance).

**Status of Senior Notes:** Senior Notes constitute direct, unconditional, senior and unsecured obligations of the Issuer and rank at all times (i) *pari passu*, without any preference among themselves, and with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, which will fall or be expressed to fall within the category of obligations described in Article 389/1, 1° of the Belgian Banking Law, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights, (ii) senior to Senior Non-Preferred Obligations and any obligations ranking *pari passu* with or junior to Senior Non-Preferred Obligations and (iii) junior to all present and future claims against the Issuer as may be preferred by laws of general application.

Subject to applicable law, if an order is made or an effective resolution is passed for the liquidation, dissolution or winding-up of the Issuer by reason of bankruptcy (*faillissement/faillite*), the Noteholders will have a right to payment under the Senior Notes (i) only after, and subject to, payment in full of any present and future claims against the Issuer as may be preferred by laws of general application or otherwise ranking in priority to the Senior Notes and (ii) subject to such payment in full, in priority to holders of Senior Non-Preferred Obligations and other present and future claims against the Issuer otherwise ranking junior to Senior Notes.

Where:

"**Senior Non-Preferred Obligations**" means any obligations or other instruments issued by the Issuer which fall or are expressed to fall within the category of obligations described in Article 389/1, 2° of the Belgian Banking Law.

**Status of Subordinated Tier 2 Notes:** Subordinated Tier 2 Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves. The rights and claims of the Noteholders in respect of the Subordinated Tier 2 Notes are subordinated in the manner as set out below.

Subject to applicable law, in the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the Issuer by reason of bankruptcy (*faillissement/faillite*) or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer or the substitution in place of the Issuer of a successor in business of the Issuer), the rights and claims of the holders of the Subordinated Tier 2 Notes against the Issuer in respect of or arising under (including any interest or damages awarded for breach of any obligation under) the Subordinated Tier 2 Notes shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all Senior Creditors and of all Ordinary Subordinated

Creditors, (b) *pari passu* with the claims of holders of all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Issuer and (c) senior to (1) the claims of holders of all share and other equity capital of the Issuer (including preference shares, if any) and (2) the claims of holders of all obligations of the Issuer which constitute Tier 1 Capital of the Issuer.

Where:

"**Ordinary Subordinated Creditors**" means creditors of the Issuer whose claims are in respect of obligations described in Article 389/1, 3° of the Belgian Banking Law which are subordinated to those of Senior Creditors or which otherwise rank, or are expressed to rank, junior to obligations owed by the Issuer to Senior Creditors, and which do not constitute Tier 1 Capital or Tier 2 Capital of the Issuer (including the Subordinated Tier 2 Notes).

"**Senior Creditors**" means creditors of the Issuer whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or which otherwise rank, or are expressed to rank, senior to obligations owed by the Issuer to Ordinary Subordinated Creditors and to obligations which constitute Tier 1 Capital or Tier 2 Capital of the Issuer (including the Subordinated Tier 2 Notes).

"**Tier 1 Capital**" and "**Tier 2 Capital**" have the respective meanings given to such terms in the Applicable Banking Regulations from time to time.

**Waivers:**

If the applicable Final Terms in respect of Senior Notes specify that Condition 2(a)(ii) applies, then, subject to applicable law, no holder of any Senior Note may exercise or claim any right of set-off, compensation, retention or netting in respect of any amount owed to it by the Issuer arising under or in connection with Senior Notes, and each Senior Noteholder shall, by virtue of its subscription, purchase or holding of any such Senior Note (or any beneficial interest therein), be deemed to have waived all such rights of set-off, compensation, retention and netting.

Subject to applicable law, no holder of any Subordinated Tier 2 Note may exercise or claim any right of set-off, compensation, retention or netting in respect of any amount owed to it by the Issuer arising under or in connection with Subordinated Tier 2 Notes, and each such Noteholder shall, by virtue of its subscription, purchase or holding of any such Subordinated Tier 2 Note (or any beneficial interest therein), be deemed to have waived all such rights of set-off, compensation, retention and netting.

Notwithstanding the above, and subject in the case of Senior Notes to Condition 2(a)(ii) being specified as applicable in the Final Terms, if any of the amounts owing to any Noteholder by the Issuer in respect of, or arising under or in connection with, the Notes is discharged by set-off, compensation, retention or netting, such Noteholder shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its liquidation or dissolution, the liquidator or relevant insolvency practitioner, as appropriate, of the Issuer for the payment to creditors of the Issuer in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

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| **Terms of the Notes:** | Notes (i) bear interest calculated by reference to a fixed rate of interest (each such Note, a "**Fixed Rate Note**"), (ii) bear interest calculated by reference to a fixed rate of interest for an initial period and thereafter by reference to a fixed rate of interest recalculated on one or more dates specified in the applicable Final Terms and by reference to a Reset Reference Rate (each such Note, a "**Fixed Rate Reset Note**"), (iii) bear interest by reference to one or more floating rates of interest (each such Note, a "**Floating Rate Note**") or (iv) are a combination of two or more of (i) to (iii) of the foregoing, as specified in the applicable Final Terms. |
| **Redemption:** | The applicable Final Terms will specify the basis for calculating the redemption amounts payable. Notes will be redeemed either (i) at 100 per cent. of the Calculation Amount or (ii) at an amount per Calculation Amount specified in the applicable Final Terms. |
| **Optional redemption:** | The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) and, if so, the terms applicable to such redemption. |
| **Early redemption:** | Except as provided in "*Optional redemption*" above, Notes can be early redeemed at the option of the Issuer prior to their stated maturity for tax reasons if the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the applicable Final Terms.<br>If so specified in the applicable Final Terms and to the extent the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, Notes may also be early redeemed, subject to certain conditions, (i) in respect of Subordinated Tier 2 Notes, upon the occurrence of a Capital Disqualification Event and (ii) in respect of Senior Notes, upon the occurrence of a Loss Absorption Disqualification Event. |
| **Events of default:** | Not applicable in respect of Senior Notes, if the applicable Final Terms in respect of Senior Notes specify that Condition 10(b) applies, and in respect of Subordinated Tier 2 Notes.<br>If the applicable Final Terms in respect of Senior Notes specify that Condition 10(a) applies, the Senior Notes will be subject to certain events of default including (among others) non-payment of principal or interest for a period of 30 Business Days, failure to perform or comply with any of the other obligations in respect of the Senior Notes or the Agency Agreement and certain events relating to bankruptcy and insolvency of the Issuer, as further described in Condition 10(a). |
| **Substitution or variation:** | In respect of any Series of Subordinated Tier 2 Notes for which the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, upon the occurrence of a Capital Disqualification Event, or in order to ensure the effectiveness and enforceability of Condition 18(c), the Issuer (in its sole discretion but subject to the provisions of Condition 6) may, without any requirement for the consent or approval of the Noteholders, either substitute all (but not some only) of the relevant Series of Subordinated Tier 2 Notes for, or vary the terms of all (but not some only) of the Subordinated Tier |

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| | 2 Notes of such Series so that they remain or, as appropriate, become, Qualifying Securities.<br>In respect of any Series of Senior Notes in relation to which "Loss Absorption Disqualification Event Variation or Substitution" is specified in the applicable Final Terms as applicable, then, upon the occurrence of a Loss Absorption Disqualification Event, or in order to ensure the effectiveness and enforceability of Condition 18(c), the Issuer (in its sole discretion but subject to the provisions of Condition 7) may, without any requirement for the consent or approval of the Noteholders, either substitute all (but not some only) of the Senior Notes of such Series for, or vary the terms of all (but not some only) of the Senior Notes of such Series so that they remain or, as appropriate, become, Eligible Liabilities Instruments. |
| **Negative pledge:** | None. |
| **Ratings:** | Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is to be rated, such rating will be specified in the applicable Final Terms.<br>A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. |
| **Withholding tax:** | All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the Kingdom of Belgium or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law in respect of the Notes.<br>The Issuer will not be required to pay any additional or further amounts in respect of such withholding or deduction.<br>Notwithstanding the foregoing, if the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the Issuer shall pay such additional amounts in respect of interests on the Notes (but not principal or any other amount) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, subject to customary exceptions as set out in Condition 8. |
| **Governing law:** | The Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Belgian law. |
| **Listing and admission to trading:** | Application has been made to Euronext Brussels for Notes issued under the Programme during the period of twelve months from the date of approval of this Base Prospectus to be eligible to be listed and to be admitted to trading on the regulated market of Euronext Brussels.<br>As specified in the applicable Final Terms, a Series of Notes may be unlisted or may be listed or admitted to trading, as the case may be, on other or further |

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| | stock exchanges or markets agreed between the Issuer and the relevant Dealer(s) in relation to the Series. |
| **Selling restrictions:** | There are restrictions on the offer, sale and transfer of the Notes. See "*Subscription and Sale*" below.<br>The Issuer is a Category 2 Issuer for the purposes of Regulation S under the Securities Act. |

# RISK FACTORS

*This section sets out risks which the Issuer believes are specific to it, the Group and/or the Notes and which are deemed to be material to investors for taking an informed investment decision in respect of Notes issued under the Programme. Any such factors may affect the Issuer's ability to fulfil its obligations under such Notes. All of these factors are contingencies which may or may not occur.*

*The Notes are being offered to professional investors only and are not suitable for retail investors.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to fulfil its obligations under any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate.*

*The Issuer does not represent that the statements below regarding the risks of holding the Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision and consult with their own professional advisors (if they consider it necessary).*

*The Issuer has assessed the materiality of the risk factors based on the expected magnitude of their negative impact on the Issuer and/or the Group (including any relevant mitigation measures) and the probability of their occurrence. For the risks relating to the Issuer and the Group set out below, the result of this assessment is mentioned after the title of each risk factor, using a scale of "low", "medium" or "high". The qualitative scale of the materiality of a risk factor using the labels "low", "medium" or "high" is only intended to compare the expected magnitude of the negative impact of such risks on the Issuer and/or the Group (including any relevant mitigation measures) and the probability of their occurrence among the risk factors included in this section. These labels do not correspond to certain amounts or percentages and are based on an assessment in good faith by the Issuer.*

*In accordance with the requirements of the Prospectus Regulation, the most material risk factors within each category have been presented first according to an assessment made by the Issuer based on the probability of their occurrence and the expected magnitude of their potential negative impact. The exact order in which the remaining risk factors are presented is not necessarily indicative of the probability of those risks actually occurring or of the scope of any potential negative impact thereof.*

*The "Group" refers to KBC Group NV and its subsidiaries from time to time (including KBC Bank NV and KBC Insurance NV). Capitalised terms used herein and not otherwise defined shall bear the meanings ascribed to them in the "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus. Any reference to any code, law, decree, regulation, directive or any implementing or other legislative measure shall be construed as a reference to such code, law, decree, regulation, directive or implementing or other legislative measure as the same may be amended, supplemented, restated and/or replaced from time to time.*

## RISKS RELATING TO THE ISSUER AND THE GROUP

As members of the Group are financial institutions, the Group is exposed to risks that are typical for the financial sector, including both financial risks (credit risk, market risk (trading and non-trading), liquidity risk and insurance risk) and non-financial risks (operational risk, compliance risk and reputational risk). Environmental, social and governance ("**ESG**") risks are also key risks related to the Group's business environment which manifest themselves through the aforementioned risk areas. Integrated risks can occur when these risks accumulate and potentially reinforce each other.

In the context of these risks, the Group has put processes in place to manage them. While the Group seeks to identify, control and manage the risks to which it is subject and manage these in order to make optimal use of its available capital, the Group might still be exposed to unidentified, unanticipated or incorrectly quantified risks. For more background information on how these risks are managed, please refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*" and the Group's risk management approach set out on pages 62 to 99 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

**Risks resulting from regulatory and supervisory supervision (medium risk)**

The Group's business activities are subject to substantial regulation and regulatory supervision in the jurisdictions in which it operates.

The regulatory and supervisory framework in the EU has become increasingly more expansive and complex and new regulations and supervisory requirements are introduced with ambitious timelines for implementation. While a sound regulatory framework, coupled with strong supervision, is necessary to ensure stability of the financial sector, extensive regulatory and supervisory intervention could impose high compliance costs on the Group, particularly staff costs associated with regulatory reporting.

Recent regulatory and legislative developments applicable to credit institutions, such as KBC Bank NV, or insurance undertakings, such as KBC Insurance NV, may adversely impact the Group and its business, financial condition or results of operations. A non-exhaustive overview of certain important regulatory and legislative developments, such as changes to the prudential requirements for credit institutions, capital adequacy rules and recovery and resolution mechanisms, is set out in the sections entitled "*Banking supervision and regulation*" and "*Insurance supervision and regulation*" in the section entitled "*Description of the Issuer"*. In addition, the Group is subject to an expanding body of digital and operational resilience regulations, including the Outsourcing and Digital Operational Resilience Act ("**DORA**"), the EU AI Act and the Markets in Crypto-Assets Regulation (MiCAR), compliance with which may give rise to significant implementation costs and operational constraints.

Moreover, the Group has seen an increase in the level of scrutiny and short implementation timelines applied by regulators and governments to enforce applicable regulations and calls to impose further charges on the financial services industry and, as a consequence, on the Group in recent years. Implementation of related regulation and supervisory guidance can result in a crowding-out effect on the Group's business and strategic transformation and may drive up the capital and liquidity requirements applicable to the Group. Not complying with this increasingly complex regulation is penalised with heavy supervisory measures (on capital) and possible fines, which are recently more often used by supervisory authorities. Regulatory complexity is further increased by a lack of alignment in regulatory rules and guidelines across different areas, such as banking versus insurance, banking supervision versus resolution supervision and national versus European regulations.

ESG risks furthermore remain high on the agenda of regulators, leading to a number of directives, guidelines and disclosure requirements. These have to be gradually implemented in the coming years with the main focus on strategy, governance, risk management and internal and external reporting. In this respect, please also refer to the risk factor entitled "*ESG risks*".

Within the above context, the Group is in particular exposed to risks for unforeseen regulatory changes and increased supervisory scrutiny, which could lead to a significant financial and operational impact. The Group may further face challenges in aligning its business and activities with new and evolving regulatory requirements. Any misalignment can, as indicated above, result in increased compliance costs, higher capital and liquidity requirements and potential fines for non-compliance. Additionally, the rapid implementation timelines for new regulations may strain the Group's resources, diverting attention from strategic initiatives and potentially impacting its competitive position.

**Geopolitical risks (medium risk)**

Geopolitical risks are a main concern for the global and European financial sector, including for the Group. Events such as conflicts, trade wars and political instability can lead to market volatility and disruptions in trade, all of which can impact financial institutions' operations and profitability, including for the Group.

In recent years, geopolitical risks have remained elevated, particularly shaped by the persistent Russia-Ukraine and Palestine-Israel conflicts, tensions in the Middle East and the ongoing strategic competition between the US and China. The aftermath of numerous elections in 2024, including in the US, has led to new policy directions and heightened uncertainty, particularly around trade relations. These developments put additional pressure on economic competitiveness in Europe and globally, causing significant challenges for the economy and financial markets in general and for the financial sector in particular.

Although the Group's net result as at 31 March 2026 remained stable compared to 31 March 2025, and while its capital position (fully loaded common equity ratio of 14.4% at 31 March 2026) and liquidity position (net stable funding ratio ("**NSFR**") of 135% and liquidity coverage ratio ("**LCR**") of 159% at 31 March 2026) remained strong, the current geopolitical and emerging risks may continue to impact the profitability and performance of the Group:

- The prospect of trade disputes and geopolitical tensions (including the armed conflict between the United States, Israel and Iran that began in late February 2026 and its impact on the region) is expected to affect growth and inflation expectations for the financial year 2026. Due to the volatile nature of the global trade environment, whereby changes can materialise rapidly, the Group's performance and its clients may be negatively impacted, causing (in)direct (negative) effects on the Group. This may for example be due to increased financial instability, credit losses, fluctuations in asset values, increased cost of capital and operational disruptions.

- The geopolitical and emerging risks that have arisen in recent years continue to limit the ability of the Group's credit models to adequately reflect all the consequences of the resulting economic conditions. As such, post-model adjustments might need to be recognised in addition to the expected credit loss provisions produced by the models. In this respect, please also refer to the risk factor entitled "*Model risk*".

Additionally, geopolitical risks can also amplify existing risks. This may for example be the case for cyber risk (in this respect, please refer to the risk factor entitled "*Information (security) risk*") and compliance risk (in this respect, please refer to the risk factor entitled "*Compliance risk*"). The Group may furthermore face challenges in adapting to rapid changes in the geopolitical landscape, which can result in increased market volatility and disruptions in trade (in this respect, please also refer to the risk factor entitled "*Market risk in non-trading activities*").

**ESG risks (medium risk)**

ESG risks encompass both current and prospective environmental, social and (corporate) governance risks which impact the Group, either directly or through its counterparties and exposures:

- Environmental risk: The risk arising from climate change (climate risk), nature and biodiversity loss (nature risk) or other environmental issues caused by human influences on nature, such as scarcity of fresh water, (air, water and soil) pollution and non-circularity.

  In particular, if not addressed, environmental change is expected to have devastating effects (such as extreme storms, floods, natural resource shortages, food and water crises, pandemics, mass migration and economic crises) with extremely high costs for society, including for the Group and its clients (in this respect, please also refer to the risk factor entitled "*Technical insurance risk*").

The path towards a greener economy on the other hand remains highly dependent on technological breakthroughs, upcoming (EU) policies, regulation and actions by governments (e.g. stricter energy efficiency and nature restoration rules, incentives from the EU Green Deal). These can impact the stability and value of the Issuer's loan, investment and insurance portfolios. The Group may in this context face challenges in aligning with new and evolving ESG regulations, particularly when there is a lack of coordination between different regulatory bodies. Any such misalignment can, for example, result in increased compliance costs and potential fines for non-compliance. In this respect, please also refer to the risk factor entitled "*Risks resulting from regulatory and supervisory supervision*". For more background information on how these risks are managed, please refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*".

- Social risk: The risk arising from changing expectations concerning relationships with employees, suppliers, clients and communities, such as labour and workforce considerations (labour standards, working conditions, diversity, health and safety), human rights and poverty, community impact and client relationships (client protection, e.g. against cybercrime, product responsibility and responsible marketing). Any such risk may in particular impact the operations of the Group.

- Governance risk: The risk arising from changing expectations concerning corporate governance (corporate policies and codes of conduct, such as responsibilities of senior staff members, remuneration, internal controls and shareholder rights), anti-corruption and anti-bribery and transparency (e.g. in tax planning and external disclosures). In addition to compliance risk, this could also have an important reputational impact on the Group where any such applicable rules are not correctly dealt with.

In the Issuer's risk taxonomy, ESG risks are identified as key risks related to the Group's business environment which manifest themselves through (all) other traditional risk areas, such as credit risk, market risk, technical insurance risk, operational risk and reputational risk.

**Market risk in non-trading activities (medium risk)**

Market risk is the risk that the value and/or earnings of an instrument or portfolio will decrease because of adverse movements in financial markets. This includes changes in a variety of market parameters (for instance interest rates, equity prices and exchange rates), including the effects of changes in the volatility and the liquidity of these factors.

Market risk in non-trading activities arises for the Group from both on- and off-balance sheet exposures in the investment and funding portfolios. Market risk can also arise from the Group's trading portfolios, as explained in the risk factor entitled "*Market risk in trading activities*".

In respect of its non-trading activities (comprising the Group's banking activities, life insurance activities and other business operations), the Group is primarily exposed to interest rate risk, credit spread risk and equity price risk. Other risks to which the Group is exposed in this context relate to real estate, inflation and foreign exchange risks. These risks are further detailed below.

***Interest rate risk***

Interest rate risk encompasses the potential for negative deviations from the expected value of a financial instrument or portfolio due to changes in the level or in the volatility of interest rates. The value of interest-bearing positions decreases when market interest rates increase and vice-versa, unless the position contains inherent protection against such decrease, such as a variable or floating interest rate mechanism.

Over the last years, the notion of interest rate risk for banking activities has been progressively extended to the impact of interest rate movements on the Net Interest Income ("**NII**") generation, which is an important driver supporting the sustainability of banking activities. The Group estimates that, as at 31 March 2026, an increase

of market interest rates (through a parallel increase in the swap curve) by 10 basis points would have led to a decrease in the economic value of the Group's total portfolio by EUR 56 million.

The sensitivity of NII is measured in several ways. Through a sensitivity gap analysis in the banking book, the Issuer manages interest rate sensitivity of assets and liabilities across the different maturities. Generally, assets reprice over a longer term than liabilities, which means that the Issuer's NII benefits from a normal yield curve. The economic value of the Issuer is sensitive primarily to movements at the mid- to long-term end of the yield curve.

The Issuer also uses two other mechanisms to measure interest rate sensitivity and does this according to the Regulatory Technical Standards on IRRBB supervisory outlier tests ("**SOT**") of the European Banking Authority ("**EBA**"):

- In the SOT on Economic Value of Equity ("**EVE**") six different scenarios are applied to the banking books. These scenarios comprise material parallel shifts up and down, steepening or flattening of the swap curves or shifts in the short-term rates only. The worst-case scenario impact (the most negative impact on the economic value of equity) is set off against tier 1 capital. For the banking book at the Group level, the SOT on EVE came to -6.27% of tier 1 capital as at 31 December 2025. This is well below the -15% threshold which is monitored by the ECB and which indicates that the overall interest rate sensitivity of the Issuer's balance sheet was, at that time, limited.

- The SOT on EVE is complemented by the SOT on NII which measures the impact of two scenarios (parallel up and parallel down) on NII, assuming a constant balance sheet. The impact of the worst-case scenario on NII is also set off against tier 1 capital. According to this measure, the interest rate sensitivity of the Group came to -1.00% as at 31 December 2025, compared to the -5% outlier threshold used by the ECB, meaning that it was, at that time, limited as well.

Although the interest rate sensitivity of the Group, as measured in accordance with the EBA standards referred to above, was below the thresholds monitored by the supervisory authority, interest rate fluctuations could still have a material adverse effect on the results and financial condition of the Group and, hence, on the Issuer's ability to satisfy its obligations in relation to the Notes (including making payments of interest on the Notes).

***Credit spread risk***

Credit spread risk is the risk arising from changes in the volatility of credit and liquidity spreads among entities with the same level of creditworthiness, so as to mitigate the overlap with credit risk.

Within the Group, credit spread analysis is limited to bonds. In this respect, the Issuer applies a conservative approach and does not include spread sensitivity on the liability side. Bonds are purchased with a view to acquiring interest income and their selection is largely conservative and based on criteria such as credit risk rating, risk/return measures and liquidity characteristics. The value of the Group's positions will decrease when credit spread increases, and vice-versa.

As at 31 March 2026, the total carrying value (i.e., the amount at which an asset or liability is recognised in the Group's accounts) of the Group's sovereign and non-sovereign bond portfolio combined was EUR 90.5 billion. The Group estimates that an increase in credit spread of 100 basis points across the entire curve would have led, as at 31 March 2026, to a negative economic impact of EUR 3.8 billion on the value of both portfolios combined.

***Equity risk***

Equity risk is the risk arising from changes in the level or in the volatility of equity prices. The main exposure to equity is within the Group's insurance business, of which a vast majority is held as an economic hedge for long-term liabilities of KBC Insurance NV. The total value of the Group's equity portfolio as at

31 December 2025 amounted to approximately EUR 1.8 billion excluding the instruments held for trading, mainly at KBC Insurance NV. As at that date, there was no material private equity exposure.

In the context of equity risk, an unexpected and prolonged downturn of the equity markets could lead to financial losses, reduced asset values and adverse impacts on the Group's profitability.

***Other risks related to market risk (non-trading)***

In addition to the Group's key market (non-trading) risks described above, the Group is also subject to the following market risks in the context of its non-trading activities:

- Real estate risk: The risk due to changes in the level or in the volatility of real estate prices. In this respect, in particular the commercial real estate sector is facing significant challenges, triggered by low demand, high interest rates and an inflationary environment, which is leading to increased supply in construction and pressure on the funding capabilities of the commercial real estate participants. This may impact the Group's portfolio as well as its counterparty risk. The Group is furthermore subject to this risk in relation to its mortgage portfolio in light of the potential loss arising when borrowers default on loans secured by real property. In this respect, please also refer to the risk factor entitled "*Credit risk*".

- Inflation risk: The risk due to changes in the level or in the volatility of inflation rates. Inflation risk is the risk that the future real value of an investment will be reduced by inflation over time, which could be caused by an increase in prices or a decrease in the value of money. This risk has become more important in recent years in light of the geopolitical environment. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

- Foreign exchange risk: The risk due to changes in the level or volatility of currency exchange rates. This risk may again become more important in light of the geopolitical environment. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

While several processes and procedures are in place to manage these risks, these measures may not fully protect the Group against all associated risks. For further background information on how these risks are managed, please refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*" and for further background information on market risks in non-trading activities generally and interest rate risk, credit spread risk and equity risk specifically, please refer to pages 78 to 85 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

**Credit risk (medium risk)**

Credit risk is the risk that a contracting party is unwilling or unable to meet an obligation it has committed to, such as paying interest and instalments on a loan or repaying the principal and interest on a bond at maturity. This risk can arise for various reasons, such as the party being insolvent, unwilling to pay or prevented from fulfilling the obligation due to events beyond its control. Credit risk thus encompasses default risk and country risk, but also includes migration risk, which is the risk of adverse changes in credit ratings. This risk can be exacerbated in light of the geopolitical environment. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

The Group's principal exposure to credit risk arises from its loan portfolio. This includes all the loans and guarantees that the Group has granted to individuals, companies, governments and banks (including debt securities if they are issued by companies or banks). The aggregate outstanding amount of the Group's loan portfolio amounted to EUR 234 billion as at 31 March 2026. Most counterparties were private individuals (41% of outstanding portfolio) and corporates (50% of outstanding portfolio). Most counterparties were located in Belgium (53% of outstanding portfolio) or in the Czech Republic (19% of outstanding portfolio). Impaired loans (i.e., loans where it is unlikely that the full contractual principal and interest will be repaid/paid)

constituted 1.8% of this portfolio. A detailed breakdown of the Group's loan portfolio, including information on impairments, can be found on pages 69 to 78 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus. More information on impairments can be found in Note 3.9 (*Impairment (income statement)*) of the consolidated financial statements of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

The Group's loan portfolio is also subject to concentration risk, in particular geographic concentration risk, as it is significantly concentrated in Belgium. Belgian exposures accounted for 53% of the outstanding portfolio as at 31 December 2025. This concentration means that any adverse developments in the Belgian economy could have a disproportionate impact on the Group's credit risk profile and financial results.

The mortgage portfolio of the Group amounted to EUR 86.9 billion as at 31 March 2026, which was 40.5% of the Group's loans and advances to customers being EUR 214.5 billion as at 31 March 2026, excluding reverse repos. In this context, the Group is also subject to real estate risk in light of the potential loss arising when borrowers default on loans secured by real property, potentially resulting in a lower recovery than the outstanding loan balance due to a decline in the value of the underlying collateral. In this respect, please refer to the risk factor entitled "*Other risks related to market risk (non-trading)*".

Other significant sources of credit risk in the Group's banking activities arise from (i) trading book securities, (ii) counterparty risks under derivatives and (iii) government securities. More background information on credit risks relating to trading book securities, counterparty risk of derivatives and government securities can be found in the section entitled "*Other credit risks in the banking activities*" on page 76 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus. In the Group's insurance activities, credit risk arises primarily from the investment portfolio and from exposures to reinsurance companies, which may default on their commitments under (re)insurance contracts concluded with members of the Group. More background information can be found in the section entitled "*Credit risk exposure in the insurance activities*" starting on page 77 of the Issuer's 2025 annual report.

**Compliance risk (medium risk)**

Compliance risk is the risk that a judicial, administrative or regulatory sanction is imposed on an institution and/or its employees because of non-compliance with the laws and regulations pertaining to the compliance domains, resulting in loss of reputation and potential financial loss. This loss of reputation can also be the result of non-compliance with the applicable internal policy in this regard and with the institution's own values and codes of conduct in relation to the integrity of its activities.

Given this broad concept and in order to be consistent, the Group incorporates "conduct risk", as defined by the EBA, in compliance risk. Conduct risk encompasses the current or prospective risks of losses arising from inappropriate supply of financial services, including cases of wilful or negligent misconduct. Conduct risk covers many "hard" legal aspects of compliance, such as informing customers, providing the required transparency, avoiding misleading information and forced tying of products, selling the right product to the right customer and at the right time, avoiding conflicts of interests in doing business, manipulation of benchmarks, obstacles or unfair treatment of customers' complaints. Conduct risk also covers "softer" aspects, which are based specifically on behaviour and are linked to people, culture and mindset. By incorporating conduct risk management within the broader compliance risk framework, the Group is able to develop a more holistic approach to managing risks that encompasses both individual behaviours and adherence to legal and regulatory standards.

Within the Group's compliance risk management, several compliance risk domains have been identified as being potentially material to the Group and which need to be managed, including:

- Financial crime, which encompasses the prevention of anti-money laundering and terrorism financing (including embargoes), is a top priority for the Group.
- Data and consumer protection and AI, which is a highly-regulated area in which the Issuer aims to ensure future-proof, reliable and trustworthy bank-insurance activities for its clients.
- Investor and policyholder protection, which remains important as financial markets and insurance legislation are subject to constant changes and continuous expansion.
- Corporate governance and business ethics, which aims to ensure that financial institutions operate in a safe and sound manner, manage risks effectively and make decisions that are in the best interest of their stakeholders.

Within the context of the above, the Group is mainly exposed to the risk of fines or sanctions, which could be material, and a potential impact on its reputation in case of any adverse situations occurring within the Group. In this respect, please also refer to the risk factor entitled "*Risks resulting from regulatory and supervisory supervision*". Despite any efforts being made by the Group to manage such risks, the possibility of compliance breaches remains, which could significantly negatively impact the Group.

More background information can be found in the section entitled "*Compliance risk*" on pages 96 to 98 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

**Operational risk (medium risk)**

Operational risk refers to the potential for inadequate or failed internal processes, people and systems, or sudden external events, whether man-made or natural. Operational risk lies at the core of any organisation's day-to-day business operations, meaning it is directly linked to the building blocks of an organisation (people, processes, systems). In addition, it covers risks emerging from actions that specifically target the organisation's operations (such as intentional fire, external fraud or theft), as well as sudden non-financial damaging and/or destructive external events that affect the organisation in its day-to-day operations, such as a war or pandemic.

While the Group endeavours to hedge such risks by implementing adequate systems, controls and processes tailored to its business, it is possible that these measures prove to be ineffective in relation to operational risks to which the Group is exposed.

The nature of the Group's business inherently generates operational risks, with the main operational risks of the Group including, without limitation, (i) information (security) risk, (ii) third-party and outsourcing risk, (iii) model risk and (iv) business continuity risk. Each of these operational risks is set out in further detail below.

***Information (security) risk***

Information security risk is the risk of loss, misuse, unauthorised disclosure, modification, inaccessibility and inaccuracy of information, as well as the risk of damage to information. It concerns all forms of information (spoken, written, printed, electronic or any other medium) and its processing and handling, regardless of whether they involve people, technology or relationships with trading partners, clients and third parties.

Information technology ("**IT**") risk pertains to the ineffective lifecycle management of information and related technology used by an organisation, ranging from the non-delivery of business and regulatory requirements, increased costs and IT complexity, to business operations endangered by unstable or unavailable IT services.

Since 2022, the risk of disruptive cyber-attacks on critical infrastructure and institutions such as telecoms, energy and financial markets infrastructure has increased significantly. Following the Russian invasion in Ukraine and the sanctions imposed on Russia, the European Union has faced an increased risk of disruptive, state sponsored cyber-attacks towards critical (financial markets) infrastructure and institutions. Additionally, some of the cyber-attacks (e.g. DDoS and password spraying) targeting Group entities can be attributed to pro-

Russian hacker groups. Currently, this risk is further elevated due to the escalating conflict in Iran, which has coincided with heightened cyber activity by state-aligned and proxy threat actors targeting European infrastructure. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*". Until the date of this Base Prospectus, there has been relatively limited impact on the targeted Group entities and their clients.

Technological developments, in particular advances in artificial intelligence, including generative and predictive models such as Mythos, have increased and may further increase the frequency, scale and sophistication of cyber-attacks, fraud, social engineering, deepfakes, disinformation and other malicious activities targeting the Group, its clients, counterparties and service providers.

The Issuer as well as the Group's local entities remain vigilant, with constant monitoring procedures in place. These consist of mature internal controls, strong detection mechanisms, swift management response and comprehensive insurance policies to mitigate possible financial impacts caused by potential cyberattacks. Furthermore, the Issuer combines cyber threat intelligence with findings from several cyber risk identification exercises (such as ethical hacks and targeted employee training and awareness programmes) to proactively identify, assess and understand cyber risks. This is aimed at enhancing the Group's ability to defend against and respond to cyber threats effectively, but may not fully protect it against all cyber-related risks.

The Group may, in particular, face challenges in keeping up with the rapidly evolving threat landscape, where new vulnerabilities and attack vectors continuously emerge. These could lead to significant financial losses and operational disruptions for the Group, for example due to outages of ATMs or its mobile banking applications. Any such operational impact may also have an adverse impact on the Group's reputation and competitiveness.

***Third-party and outsourcing risk***

Outsourcing risk is a specific form of third-party risk and pertains to the risk stemming from problems regarding the continuity, integrity and/or quality of the activities outsourced to or partnered with third parties (within or outside the Group), or from the equipment or staff made available by these third parties. Outsourcing is a specific subset of third-party arrangements, where the service provider performs tasks that would otherwise be carried out by the institution itself.

Regulatory frameworks such as the EBA Guidelines on Outsourcing and Third-Party Risk Management and the EIOPA Guidelines on Outsourcing provide comprehensive governance expectations, including requirements on risk-based decision making, board level accountability and full lifecycle oversight of outsourcing relationships.

To ensure robust management of its third-party and outsourcing processes and risks, the Group has defined one single group wide approach which comprises a group wide DORA-aligned Third-Party Risk Management (TPRM) policy. This policy sets out the principles and strategy for third-party activities and standardises the approach to be followed whenever the transfer of an activity or function to a third party is considered.

Contracting external service providers (with Microsoft currently being an important provider to the Group) as well as intra-group outsourcing is an enabler for the Group's operational activities. Therefore, it is important for the Group to remain vigilant about outsourcing and third-party risks. Furthermore, in light of the digital transformation trends, a lot of attention is given to the mitigation of these increasing risks. While data breaches at the side of third-party providers (if any) are investigated, analysed and managed as per processes and while procedures are in place to ensure that the Group continues to take adequate preventive and detective measures, any such measures might prove to be inadequate with a potential material adverse impact on the Group's operations. In this respect, please also refer to the risk factor entitled "*Information (security) risk*".

***Model risk***

Model risk is the potential loss which an institution may incur due to errors in the development, implementation or use of models, which can lead to incorrect decision-making based on these models.

The Group's data-driven strategy is underpinned by an expanding set of mathematical, statistical and numerical (AI) models to support decision-making, measure and manage risk, manage businesses and streamline processes. As the use of these models increases, so does the importance of recognising, understanding and mitigating risks related to the design, implementation or use of these models, in order to protect both the Group and its clients. Through the Group's model risk management standards, a framework is established that allows model risk to be identified, understood and managed, but it is possible that the Group will become subject to risks which are not (yet) covered by this framework.

Where these risks materialise, post-model adjustments might need to be recognised in addition to the expected credit loss provisions produced by the models. In this context, geopolitical risks continue to limit the ability of the Group's credit models to adequately reflect all the consequences of the resulting economic conditions. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

***Business continuity risk (including crisis management)***

Business continuity risk is the risk that business activities cannot be continued at an acceptable pre-defined level resulting from the inability of the organisation to plan for and respond to serious (business) disruptions, crises or disasters.

The Issuer has business continuity plans in place aimed at ensuring availability of critical services, including a crisis management plan. The latter includes both crisis prevention (i.e., reducing the probability of a crisis) and crisis response (i.e., effectively and efficiently handling a crisis (if any)). Despite these continuity plans, uninterrupted business continuity cannot be assured and this may adversely impact the Group's operations.

***Other operational risks***

In addition to the Issuer's key operational risks described above, the Group is also exposed to the following operational risks which need to be followed-up and managed:

- Process risk: The risk of adverse consequences caused by insufficient, badly designed or poorly implemented processes and processing controls and unintentional human errors or omissions during normal (transaction) processing.

- M&A and acquisition risk: M&A and acquisition risk refers to the possibility that acquired businesses or assets may not perform or be integrated as planned, which could result in difficulties achieving the anticipated synergies, cost savings and/or strategic benefits from the relevant acquisition. There may furthermore be an adverse impact related to the execution of such transactions. Any such risks may impact the Group's operations and financial position. The acquisition could furthermore have an impact on the Group's capital position. By way of example, in 2025 the Group announced the acquisition of a 98.45% stake in 365.bank, a commercial bank based in Slovakia, which acquisition was finalised in January 2026. In addition, in October 2025, the Group reached an agreement to acquire Business Lease in the Czech Republic and Slovakia, intended to enable the Group to significantly expand its leasing activities in Central Europe and strengthen its market position in both countries. This acquisition was finalised on 10 February 2026. Within these contexts, M&A and acquisition risk may materialise. In this respect, please also refer to the section "*Activities in Central and Eastern Europe*" in the section "*Description of the Issuer*".

- Fraud risk: The risk of deliberate abuse of procedures, systems, assets, products and/or services by one or more persons who intend to deceitfully or unlawfully benefit themselves or others. In this respect, please also refer to the risk factor entitled "*Compliance risk*".

- Legal risk: The risk of adverse consequences caused by a failure by the Group to comply with legal or regulatory requirements or contractual obligations towards clients or third parties or by a failure to

properly manage the Group's disputes. In this respect, please also refer to the risk factor entitled "*Risks resulting from regulatory and supervisory supervision*".

- Personal and physical security risk: The risk of adverse consequences arising from damage to physical assets, from acts inconsistent with employment, health or safety laws or agreements, from personal injury claims or from diversity and discrimination events.

For more background information, please refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*" and the Group's risk management approach set out on pages 62 to 99 of the Issuer's 2025 annual report, in particular the section entitled "*Operational risk*" on pages 94 to 96, which is incorporated by reference into this Base Prospectus.

**Liquidity risk (low risk)**

Liquidity risk is the risk that an institution does not have the means to meet its liabilities as they become due and consequently runs the risk of defaulting on its obligations unless it can attract new funds (which has a cost component) or can quickly liquidate assets in the market (thus running the risk of negatively influencing the market). This problem intensifies when an institution is faced with, for instance, sudden increased withdrawals of funds or when funding lines are cut.

Regulation (EU) No 575/2013, as amended by Regulation (EU) No 2019/879 (CRR II) and Regulation (EU) No 2024/1623 (CRR III) (together, the "**CRR**") requires the Group to meet targets set for the Basel III liquidity related ratios, i.e., (i) the LCR, which requires banks to hold sufficient unencumbered high quality liquid assets to withstand a 30-day stressed funding scenario and (ii) the NSFR, which is calculated as the ratio of an institution's amount of available stable funding to its amount of required stable funding. As at 31 March 2026, the LCR amounted to 159% and the NSFR to 135%, both above the regulatory minimum of 100%.

Any failure of the Group to meet the liquidity ratios could result in administrative actions, sanctions or the Group ultimately being subject to any resolution action, all of which could have a material adverse impact on the Group. In this respect, please also refer to the risk factor entitled "*Risks resulting from regulatory and supervisory supervision*".

The liquidity risk to which the Group is exposed can be sub-divided in contingency liquidity risk, structural liquidity risk and day-to-day liquidity risk:

- Contingency liquidity risk is the risk that arises when the Group may not be able to attract additional funds or replace maturing liabilities under stressed market conditions. This risk, assessed based on liquidity stress tests, relates to changes to the liquidity buffer of the Group under extreme stressed scenarios.

- Structural liquidity risk is the risk that arises when the Group's long-term assets and liabilities might not be (re)financed in a timely manner or can only be refinanced at a higher-than-expected cost. Typical for banking operations, funding sources generally have a shorter maturity than the assets that are funded, leading to a negative net liquidity gap in the shorter-term buckets and a positive net liquidity gap in the longer-term buckets. This creates liquidity risk if the Group would be unable to renew maturing short-term funding.

- Day-to-day liquidity risk is the risk occurring when the Group's operational liquidity management cannot ensure that a sufficient buffer is available at all times to deal with extreme liquidity events where no wholesale funding can be rolled over.

The above risks are exacerbated by changes in central bank policies and increased market volatility. In particular, an escalation of geopolitical risks could result in unpredictable changes in the market and

unprecedented client behaviour, which may limit the Group's possibilities to meet its obligations. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

Investors should furthermore take into account the fact that the Issuer is the holding company of the Group. As such, the Issuer's liquidity may be impaired depending on the potential upstreaming by its subsidiaries. In this respect, please also refer to the risk factor entitled "*As the Issuer is a holding company, Noteholders will be structurally subordinated to other creditors who hold debt instruments at the level of one or more of the subsidiaries of the Issuer*".

For more background information on how these risks are managed, please also refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*" and the Group's risk management approach set out on pages 62 to 99 of the Issuer's 2025 annual report, in particular the section entitled "*Liquidity risk*" on pages 86 to 88, which is incorporated by reference into this Base Prospectus.

**Technical insurance risk (low risk)**

Technical insurance risk is the risk of loss due to (re)insurance liabilities or the risk of adverse developments in the value of (re)insurance liabilities related to non-life, life and health (re)insurance contracts, stemming from uncertainty about the frequency and severity of losses.

KBC Insurance NV, a wholly-owned subsidiary of the Issuer, and its subsidiaries are confronted with risks related to economic (such as lapse rates, expenses) and non-economic (such as mortality, longevity, disability) parameters in the life insurance business and catastrophe and non-catastrophe risks in the non-life insurance business. In order to manage these risks, KBC Insurance NV and its subsidiaries strive for a balanced spread of life, non-life and health insurance (and its related lines of business, such as insurance with profit-sharing, unit-linked insurance, fire insurance, motor insurance and workers' compensation insurance) over the different insurance product lines in their portfolio. Furthermore, the underwritten risks are mostly reinsured under reinsurance contracts. In this context, the Group may be subject to credit risk. In this respect, please also refer to the risk factor entitled "*Credit risk*".

Technical insurance risks stem from uncertainty regarding the frequency and severity of insured losses. Changes in the frequency of the underlying risk factors may affect the level of liabilities of KBC Insurance NV and its subsidiaries and their realised technical income, which may have an adverse impact on the business, financial condition and results of operations of the Group.

To ensure that the (re)insurance company will be able to meet its obligations over the next twelve months (with a probability of at least 99.5%), the Solvency Capital Requirement ("**SCR**") is determined. As at 31 March 2026, the Group's regulatory Solvency ratio amounted to 231%, which is well above the regulatory minimum of 100%.

In view of increased climate risks, the increase in the frequency and severity of catastrophic events could strain the Group's reinsurance arrangements and impact its financial position. In this respect, please also refer to the risk factor entitled "*ESG risks*". In addition, political interference might negatively impact the Group's insurance profitability, which was for example experienced after the Belgian flood catastrophe in 2021.

For more background information on how these risks are managed, please also refer to the section entitled "*Risk management*" in the section entitled "*Description of the Issuer*" and the Group's risk management approach set out on pages 62 to 99 of the Issuer's 2025 annual report, in particular the section entitled "*Technical insurance risk*" on pages 90 to 93, which is incorporated by reference into this Base Prospectus.

**Market risk in trading activities (low risk)**

Market risk relates to changes in the level or in the volatility of prices in financial markets. Market risk in trading activities is the potential negative deviation from the expected value of a financial instrument (or

portfolio of instruments) in the trading book due to changing interest rates, exchange rates, equity or commodity prices.

The Group's trading activities are conducted through dealing rooms in Belgium, the Czech Republic, Slovakia, Bulgaria and Hungary, as well as through a limited sales-desk-only presence in the United Kingdom and Asia. Trading activities are managed centrally from both a business and a risk management perspective. As a result, wherever possible and practical, residual trading positions (and the associated market risk) of the Group's foreign entities are systematically transferred to KBC Bank NV. Consequently, as at the date of this Base Prospectus, KBC Bank NV holds approximately 97% of the Group's trading-book-related regulatory capital.

Market risk is predominantly measured using the Value-at-Risk (VaR) model which is defined as an estimate of the amount of economic value that might be lost on a given portfolio over a defined holding period, with a specified confidence level. The measurement only takes account of the market risk of the current portfolio and does not attempt to capture possible losses driven by counterparty or operational aspects. Therefore, the Issuer applies the Historical Value-at-Risk ("**HVaR**") method, which uses the actual market performance to simulate how the market could develop going forward (and thus does not rely on assumptions regarding the distribution of price fluctuations or correlations). The Group HVaR methodology for regulatory capital calculations is based on a 10-day holding period, with historical data going back 500 working days. As at 31 December 2025, the Group's HVaR amounted to EUR 4 million, and varied between EUR 2 million and EUR 6 million during the financial year ending 31 December 2025.

Market risk in trading activities could be exacerbated by geopolitical turmoil which causes volatility in the financial markets. In this respect, please also refer to the risk factor entitled "*Geopolitical risks*".

**Reputational risk (low risk)**

Reputational risk is the risk arising from the loss of confidence in, or negative perception of, a company by stakeholders (such as the Group's employees and representatives, clients and non-clients, shareholders, investors, financial analysts, rating agencies and the local community in which it operates), whether accurate or not, that can adversely affect its ability to maintain existing, or establish new, business and client relationships and to have continued access to sources of funding.

To manage reputational risk, the Group aims to achieve sustainable and profitable growth. It seeks to fulfil its role in society and the local economy in a way that benefits all stakeholders.

In this respect, the credit ratings of the Issuer are important to maintain access to key markets and trading counterparties. Please also refer to the section entitled "*Credit ratings*" in the section entitled "*Description of the Issuer*" for an overview of the Issuer's current credit ratings.

Any failure by the Issuer to maintain its credit ratings could adversely impact the competitive position of the Issuer and the Group, making it more difficult to enter into hedging transactions, leading to increased borrowing costs or limiting access to the capital markets or the ability of the Issuer and/or the Group to engage in funding transactions. In connection with certain trading agreements, the Issuer might also be required, if its current ratings are not maintained, to provide additional collateral. As at the date of this Base Prospectus, no negative outlook is mentioned by any of the rating agencies, though these ratings cannot be guaranteed for the future. In this respect, please also refer to the risk factor entitled "*Investors are exposed to the risks of a downgrade of any credit ratings assigned to the Issuer and/or the Notes*".

Reputation is deemed a vital element for the performance of the Group. Notwithstanding pro-active risk management efforts, rapidly spreading misinformation or negative perceptions can still severely damage or even destroy the Group's reputation. New digital communication channels and social media amplify this risk.

**Capital adequacy (low risk)**

As a bank-insurance group, the Group and certain Group entities are currently subject to the capital requirements and capital adequacy ratios imposed by Directive (EU) No 2013/36 ("**CRD IV**", as amended by Directives (EU) No 2019/878 (CRD V) and (EU) No 2024/1619 (CRD VI), the "**CRD**") and the CRR and certain Group entities are currently subject to the capital requirements and capital adequacy ratios imposed by Directive (EU) No 2009/138, as amended ("**Solvency II**").

The Basel standards are implemented in the EU through the CRR/CRD framework, as amended from time to time. When new requirements are implemented, a transitional period may be allowed during which these rules are gradually phased in. As at the date of this Base Prospectus, the Issuer makes use of the Basel IV transitional measures. These measures include a five-year implementation period for the output floor (2025–2030), which limits the benefit of internal risk models by requiring banks to hold capital based on at least 72.5% of standardised risk-weighted assets. Additional EU-specific transitional arrangements – such as the delayed application of stricter rules for unrated corporates – extend the full impact until 2033.

In addition to the official transitional solvency ratios, the Group also reports 'fully loaded' figures, assuming the full application of all regulatory rules, without any transitional relief. In the figures below, relating to the year ended 31 December 2025, 'fully loaded' is to be understood as 'unfloored fully loaded', which means no transitional relief except for the output floor (expected to become a constraint only as from 2033 onwards).

The CRD imposes capital requirements that are in addition to the Common Equity Tier 1 capital requirement (5.25% as at 31 March 2026 and 5.30% fully loaded reflecting all known future changes). This combined buffer requirement includes a capital conservation buffer (2.50% as at 31 March 2026), a buffer for other systemically important banks (1.50% as at 31 March 2026), a countercyclical buffer in times of credit growth (1.16% as at 31 March 2026 and 1.30% fully loaded reflecting all known future changes) and a systemic risk buffer (0.09% as at 31 March 2026 and 0.00% fully loaded reflecting all known future changes) set as an additional loss absorbency buffer to prevent and mitigate non-cyclical system or macro prudential risk not covered in CRD. These additional requirements have an impact on the Group and its operations, as they impose higher capital requirements. In addition, capital requirements could increase if economic conditions or trends in the financial markets worsen and, as such, capital increases may be difficult to achieve or only be raised at high costs in the context of adverse market circumstances.

The Issuer is also subject to Directive (EU) No 2014/59 (the "**BRRD**"), as implemented in the Belgian law of 25 April 2014 on the legal status and supervision of credit institutions, which imposes, among other things, minimum requirements for own funds and eligible liabilities ("**MREL**"). The Issuer needs to hold a certain amount of MREL instruments compared to its risk-weighted assets ("**RWA**") (MREL in % of RWA) and vs. the size of its balance sheet (MREL in % of leverage ratio exposure). The nominal amount of required MREL instruments therefore fluctuates with changes in RWA or leverage ratio exposure, or because resolution authorities impose different MREL targets on institutions. Finally, MREL instruments have a maturity date. This all implies that the Issuer has a continuous need to issue MREL instruments in order to maintain compliance with regulatory requirements in this respect. In this respect, the Issuer will be subject to market volatility and demand.

Solvency II includes requirements for the in-scope insurance entities of the Group to keep adequate capital buffers (eligible own funds) to absorb the impact of adverse circumstances including (but not limited to) deteriorated market conditions, counterparty defaults and specific risks linked to insurance policies. Distinction is made between the SCR and the Minimum Capital Requirement ("**MCR**"), which are both calculated on a quarterly basis. If the SCR exceeds the eligible own funds, this is an early warning indicator to the supervisory authority and insurance company to better manage the risks. If the MCR exceeds the eligible own funds, this means the insurance company is technically insolvent.

In the event that the capital position of KBC Insurance NV would decrease below the capital requirements stipulated in Solvency II, KBC Insurance NV could raise additional capital, e.g. by way of a capital increase, to which the Issuer would subscribe.

Please refer to the section entitled "*Banking supervision and regulation*" in the section entitled "*Description of the Issuer*" in which a broader overview of the capital adequacy requirements and their impact on the Notes is provided.

## RISKS RELATING TO THE NOTES

### Risks relating to the Conditions

Unless expressly specified otherwise, the risk factors set out in this section "*Risks relating to the Conditions*" apply in respect of all types of Notes to be issued under the Programme, including, for the avoidance of doubt, Green Bonds and Social Bonds (as defined below).

***Noteholders may be required to absorb losses in the event the Issuer becomes non-viable or fails.***

Noteholders may lose some or all of their investment in case the Issuer were to become non-viable or fail. In such circumstances, the Resolution Authority may require Subordinated Tier 2 Notes to be written down or converted and Senior Notes to be bailed-in pursuant to the BRRD.

In addition to the write-down and conversion powers of eligible liabilities mentioned below, the BRRD and the Belgian Banking Law provide for four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that a relevant entity meets the conditions for resolution specified in Article 244 §1 of the Belgian Banking Law, i.e., (a) a relevant entity is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such relevant entity within a reasonable timeframe and (c) a resolution action is required in the public interest. The four resolution tools and powers are: (i) sale of business – which enables resolution authorities to direct the sale of the relevant entity or the whole or part of its business on commercial terms; (ii) bridge institution – which enables resolution authorities to transfer all or part of the business of the relevant entity to a "bridge institution" (an entity created for this purpose that is wholly or partially under public control), which may limit the capacity of the relevant entity to meet its repayment obligations; (iii) asset separation – which enables resolution authorities to transfer impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only) and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing relevant entity (which write-down may result in the reduction of such claims to zero) and to convert certain unsecured debt claims (including Senior Notes) to equity or other instruments of ownership (the "**bail-in power**"), which equity or other instruments could also be subject to any future cancellation, transfer or dilution.

The legal basis for any resolution decisions taken by the Single Resolution Board ("**SRB**") as resolution authority is the Single Resolution Mechanism Regulation (the "**SRM Regulation**"), which applies and gives effect to the BRRD framework and introduces specific measures for the resolution of banks at the European level. These measures may apply to the Issuer in the event of financial difficulties, in addition to and complementing the BRRD as implemented in Belgium through the Belgian Banking Law. Accordingly, any reference in this Base Prospectus to provisions of the Belgian Banking Law implementing the BRRD must be read as also referring, where relevant, to the corresponding provisions of the SRM Regulation.

The Resolution Authority may exercise these powers with respect to the Issuer without providing any advance notice to, or requiring the consent of, the Noteholders. In addition, under the Conditions, the exercise of the bail-in powers by the Resolution Authority with respect any Notes is not an event of default or a default for any

purpose. The Noteholders acknowledge and accept the risk of the bail-in powers being exercised under Condition 18(c).

For the avoidance of doubt, the classification of Notes as Green Bonds or Social Bonds does not affect their status in terms of subordination, loss absorbing capacity and regulatory classification as own funds or eligible liabilities instruments as further described below, and the resolution tools and write-down mechanisms apply equally to all Notes having the same status (i.e., Senior Notes or Subordinated Tier 2 Notes), regardless of whether or not they are issued as Green Bonds or Social Bonds. In this respect, please also refer to the risk factor entitled "*Risks related to bail-in and resolutions measures*".

*Write-down/conversion of Tier 2 capital instruments, including Subordinated Tier 2 Notes.*

The BRRD requires the Resolution Authority to write down the principal amount of Tier 2 capital instruments (including the Subordinated Tier 2 Notes) or to convert such principal amount into Common Equity Tier 1 of the Issuer so as to ensure that the regulatory capital instruments (including the Subordinated Tier 2 Notes) fully absorb losses at the point of non-viability of the issuing institution. Accordingly, the Resolution Authority shall be required to write down or convert such capital instruments (including the Subordinated Tier 2 Notes) immediately before taking any resolution action, together with such resolution action or independently from any resolution action, if the Issuer were deemed to have reached the point of non-viability or were to benefit from public support.

An institution will be deemed to be no longer viable if (i) it is failing or likely to fail and (ii) there is no reasonable prospect that a private action would prevent the failure within a reasonable timeframe.

The Resolution Authority will have to exercise the write down and conversion powers in accordance with the priority of claims under normal insolvency proceedings, in a way that results in (i) Common Equity Tier 1 instruments of the Issuer are reduced first in proportion to the losses and to the extent of their capacity; (ii) second the principal amount of Additional Tier 1 capital instruments is written down or converted into Common Equity Tier 1 instruments or both, to the extent required or to the extent of the capacity of the relevant capital instruments; (iii) thereafter, to the extent required, the principal amount of Tier 2 capital instruments (including Subordinated Tier 2 Notes) is written down (in principle on a permanent basis), converted into Common Equity Tier 1, or a combination of the above.

More specifically, Article 267/8, §1 of the Belgian Banking Law provides the order in which eligible liabilities should be converted or written down in case the Resolution Authority decides to apply the bail-in tool. Tier 2 capital instruments of the Issuer (including the Subordinated Tier 2 Notes) will only be converted or written down following conversion or write-down of the Tier 1 capital instruments of the Issuer, but before all subordinated debt and other eligible liabilities of the Issuer that are not Tier 1 or Tier 2 capital instruments of the Issuer at the time of resolution.

In circumstances of financial distress (whether related to the economy or markets generally or events specific to the Group), there may be uncertainty as to the likelihood that resolution authorities could in the future decide to write down or convert Subordinated Tier 2 Notes into Tier 1 instruments. Due to the uncertainty as to whether any such write down or conversion could occur, the trading price of the Subordinated Tier 2 Notes could drop significantly.

Any indication that the Issuer's securities may run the risk of being required to absorb losses in the future is likely to have an adverse effect on the market price of the Subordinated Tier 2 Notes. Under such circumstances, investors may not be able to sell their Subordinated Tier 2 Notes at prices comparable to the prices of more conventional investments or at all.

Furthermore, prior to the opening of any resolution proceedings, the Resolution Authority has the power to suspend any payment or delivery obligation arising from a contract to which a credit institution is a party when the conditions set out in Article 244/2 of the Belgian Banking Law are met.

*Bail-in of senior debt and other eligible liabilities, including Senior Notes.*

Holders of Senior Notes are at risk of losing some or all of their investment (including outstanding principal and accrued and unpaid interest) upon exercise by the Resolution Authority of the "bail-in" resolution tool in circumstances where the Issuer is no longer viable. An institution will be deemed to be no longer viable if (i) it is failing or likely to fail and (ii) there is no reasonable prospect that a private action would prevent the failure within a reasonable timeframe.

The Resolution Authority has the power to bail-in (i.e., write down, cancel or convert) senior debt, such as the Senior Notes, after having written down or converted Tier 1 capital instruments, Tier 2 capital instruments (such as the Subordinated Tier 2 Notes) and subordinated debt which is not Tier 1 or Tier 2 Capital.

The bail-in power enables the Resolution Authority to recapitalise a failed institution by allocating losses to its shareholders and unsecured creditors (including holders of Senior Notes) in a manner which is consistent with the hierarchy of claims in an insolvency of the relevant financial institution. The BRRD contains certain safeguards which provide that shareholders and creditors that are subject to any write down or conversion should in principle not incur greater losses than they would have incurred had the relevant financial institution been wound up under normal insolvency proceedings ("no creditor worse off" principle).

Importantly, certain liabilities of credit institutions will be excluded from the scope of the "eligible liabilities" and therefore not subject to bail-in. These include covered deposits, secured liabilities (including covered bonds), inter-bank liabilities with a maturity of less than seven days and certain other liabilities. Certain other liabilities (including the Senior Notes) will be deemed "eligible liabilities" subject to the statutory bail-in powers.

The BRRD specifies that governments will only be entitled to use public money to rescue credit institutions as a last resort and provided that a minimum of 8 per cent. of the own funds and total liabilities have been written down, converted or bailed-in. Moreover, the Resolution Authority will be entitled to first bail-in senior debt issued at the level of the Issuer (including the Senior Notes) before bailing in any debt issued at the level of KBC Bank NV (Tier 1 capital instruments, Tier 2 capital instruments or senior debt).

*Impact of loss absorption.*

The determination that all or part of the principal amount of any series of Subordinated Tier 2 Notes and Senior Notes are subject to loss absorption (i.e., conversion or write-down) is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Group's control. This determination will also be made by the Resolution Authority and there may be many factors, including factors not directly related to the Group, which could result in such a determination. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of any resolution tool may occur.

Accordingly, trading behaviour in respect of the Subordinated Tier 2 Notes and potentially Senior Notes is not necessarily expected to follow the trading behaviour associated with other types of securities. Potential investors in the Subordinated Tier 2 Notes and the Senior Notes should consider the risk that a Noteholder may lose all of its investment, including the principal amount plus any accrued and unpaid interest, if such statutory loss absorption measures are acted upon or that the Subordinated Tier 2 Notes or the Senior Notes may be converted into ordinary shares. Noteholders may have limited rights or no rights to challenge any decision to exercise such powers or to have that decision reviewed by a judicial or administrative process or otherwise.

Please refer to the section entitled "*The strategy of the Group*" in the section "*Description of the Issuer*" for more information.

***As the Issuer is a holding company, Noteholders will be structurally subordinated to other creditors who hold debt instruments at the level of one or more of the subsidiaries of the Issuer.***

The Issuer is the financial holding company of the Group and has two important subsidiaries, KBC Bank NV and KBC Insurance NV. The main sources of operating funds for the Issuer are the dividends, distributions, interest payments and any advances it receives from its subsidiaries and the amounts raised through the issuance of debt instruments such as the Notes. The ability of the subsidiaries to make dividend and other payments to the Issuer may depend on their profitability and may be subject to certain legal or contractual restrictions. The extent to which the Issuer is able to receive such payments will, in turn, affect its ability to make payments on the Notes and any other debt instruments of the Issuer, which, in addition, may rank senior to the Notes. The Notes do not benefit from any guarantee from any of the subsidiaries.

In addition, when the Notes are issued as "Green Bonds" or "Social Bonds", the Issuer will on-lend the net proceeds of the Green Bonds or Social Bonds to KBC Bank NV in order for KBC Bank NV to finance and/or refinance the relevant Green Bond Eligible Assets or Social Bond Eligible Assets. The Issuer may also on-lend the net proceeds of Notes that are not issued as "Green Bonds" or "Social Bonds" to KBC Bank NV on a senior preferred (within the meaning of Article 389/1, 1° of the Belgian Banking Law), senior non-preferred (within the meaning of Article 389/1, 2° of the Belgian Banking Law) or subordinated (Tier 2) basis. The extent to which the Issuer is able to receive payment of interest and principal under internal loans entered into for such purposes with KBC Bank NV will, in turn, affect its ability to make payments under the Notes and any other debt instruments of the Issuer, which may, in addition, rank senior to the Notes.

Moreover, the Noteholders will be structurally subordinated to other creditors who hold debt instruments at the level of one or more of the subsidiaries of the Issuer, including, without limitation, the contingent Tier 2 Capital notes issued by KBC Bank NV. The subsidiaries of the Issuer generally hold more operational assets than the Issuer. If the assets of the Issuer's subsidiaries were to be realised, it is possible that, after such realisation, insufficient assets would remain available for distribution to the Issuer in order to enable it to fulfil any payment obligations under the Notes. Please also refer to the risk factor entitled "*Noteholders may be required to absorb losses in the event the Issuer becomes non-viable or fails*".

***The Notes are subject to early redemption by the Issuer, subject to certain conditions.***

The Issuer may have an optional redemption right, in its sole and full discretion, in the circumstances and subject to the conditions set out in Condition 4(b) (*Redemption upon the occurrence of a Tax Event*), Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*), Condition 4(d) (*Redemption at the Option of the Issuer*) and Condition 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*).

The Issuer's ability to redeem the Notes at its option may affect the market value of the Notes. In particular, during any period when the Issuer has the right to elect to redeem the Notes or the market anticipates that redemption might occur, such as when the Issuer's cost of borrowing is lower than the interest rate on the Notes, the market value of the Notes generally would not be expected to rise substantially above the redemption price.

If the Issuer redeems the Notes in any of the circumstances mentioned above, there is a risk that the Notes may be redeemed at times when the redemption proceeds are less than the current market value of the Notes or when prevailing interest rates may be relatively low, in which case Noteholders may only be able to reinvest the redemption proceeds in securities with a lower yield. Potential investors should consider reinvestment risk in light of other investments available at that time.

***The Issuer and its subsidiaries are not prohibited from issuing additional debt.***

There is no restriction on the amount of debt that the Issuer may issue, which may rank *pari passu* with or, in the case of Subordinated Tier 2 Notes, senior to the Notes. The issue of any such debt or securities may reduce the amount recoverable by Noteholders upon an insolvency of the Issuer. If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including write-down or conversion of principal and non-payment of interest and, if the Issuer were liquidated or otherwise dissolved (whether voluntarily or involuntarily), the Noteholders could suffer loss of their entire investment.

There is furthermore no restriction on the amount of debt that the subsidiaries of the Issuer may issue. The Noteholders will be structurally subordinated to other creditors who hold debt instruments at the level of one or more of the subsidiaries of the Issuer, noting that the main sources of operating funds for the Issuer are the dividends, distributions, interest payments and any advances it receives from its subsidiaries and the amounts raised through the issuance of debt instruments such as the Notes. In this respect, please refer to the risk factor entitled "*As the Issuer is a holding company, Noteholders will be structurally subordinated to other creditors who hold debt instruments at the level of one or more of the subsidiaries of the Issuer*".

***The Noteholders may be bound by certain amendments to the (Conditions of the) Notes to which they did not consent, which may result in less favourable terms of the Notes.***

Condition 15 (*Meetings of Noteholders and Modifications*) and Schedule 1 (*Provisions on Meetings of Noteholders*) to the Conditions contain provisions for Noteholders to consider matters affecting their interests generally, including modifications to the Conditions. These provisions permit defined majorities to bind all Noteholders, including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority or, as the case may be, who did not sign the relevant written resolution or provide their electronic consents for the passing of the relevant resolution.

Further, Condition 15 (*Meetings of Noteholders and Modifications*) provides that the Issuer may, without the consent or approval of the Noteholders, make such amendments to the Conditions, the Agency Agreement or the Clearing Services Agreement (or any agreement supplemental to the Agency Agreement or the Clearing Services Agreement) which are of a formal, minor or technical nature or are made to correct a manifest error or to comply with mandatory provisions of law, or such amendments to the Agency Agreement or the Clearing Services Agreement (or any agreement supplemental to the Agency Agreement or the Clearing Services Agreement) which are not prejudicial to the interests of the Noteholders (except those changes in respect of which an increased quorum is required).

In addition, pursuant to Condition 3(l) (*Benchmark replacement*), if a Benchmark Event occurs, certain changes may be made to the interest calculation and related provisions of the Floating Rate Notes and the Fixed Rate Reset Notes, as well as the Agency Agreement in the circumstances and as otherwise set out in such Condition, without the consent or approval of the Noteholders. Please also refer to the risk factor entitled "*Risks related to certain Notes which are linked to "benchmarks"*".

Finally, if so specified in the applicable Final Terms, the Issuer will, subject to certain conditions, be entitled to substitute and/or vary the terms of the relevant Notes upon the occurrence and continuation of a Loss Absorption Disqualification Event (in accordance with Condition 7 (*Senior Notes – Substitution or Variation following a Loss Absorption Disqualification Event*)) or a Capital Disqualification Event (in accordance with Condition 6 (*Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event*)), as applicable, so as to ensure that they remain or become Eligible Liabilities Instruments or Qualifying Securities, respectively. Please also refer to the risk factors entitled "*Substitution or variation of Senior Notes upon the occurrence of a Loss Absorption Disqualification Event*" and "*Substitution or variation of Subordinated Tier 2 Notes upon the occurrence of a Capital Disqualification Event*".

Accordingly, there is a risk that the Conditions may be modified, waived or varied in circumstances where a Noteholder does not agree to such modification, waiver or variation, which may adversely impact the rights of such Noteholder. Such decisions may for example relate to a reduction of the amount to be paid by the Issuer upon redemption of the Notes, which would then impact the return an investor may receive on its Notes.

***Changes in law or the application, interpretation or administrative practice may affect the rights of Noteholders.***

As set out in Condition 18 (*Governing Law and Jurisdiction*), the Conditions are governed by, and construed in accordance with, Belgian law. The Conditions have been prepared on the basis of Belgian law as is in effect as of the date of this Base Prospectus. Any change in law or in the official application, interpretation or administrative practice after the date of this Base Prospectus may affect the enforceability of the Noteholders' rights under the Conditions or render the exercise of such rights more difficult and, hence, materially adversely impact the value of any Notes affected by it. This may for example relate to the implementation of statutory resolution and loss-absorption tools. Please also refer to the risk factor entitled "*Noteholders may be required to absorb losses in the event the Issuer becomes non-viable or fails*".

***There are no rights of set-off, compensation, retention or netting for Subordinated Tier 2 Notes and potentially Senior Notes.***

Subject to applicable law, no holder of a Subordinated Tier 2 Note may exercise or claim any right of set-off, compensation, retention or netting in respect of any amount owed to it by the Issuer arising under or in connection with such Note and each such Noteholder shall, by virtue of its subscription, purchase or holding of any such Note (or beneficial interest therein), be deemed to have waived all such rights of set-off, compensation, retention and netting. The same will be the case for holders of Senior Notes when the applicable Final Terms in respect of Senior Notes specify that Condition 2(a)(ii) applies.

Subject in the case of Senior Notes to Condition 2(a)(ii) being specified as applicable in the Final Terms, if any of the amounts owing to any Noteholder by the Issuer in respect of, or arising under or in connection with, the Notes is discharged by set-off, compensation, retention or netting, such Noteholder shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its liquidation or dissolution, the liquidator or relevant insolvency practitioner, as appropriate, of the Issuer for the payment to creditors of the Issuer in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

**Risks relating to particular Notes**

***Risks related to Senior Notes.***

*Substitution or variation of Senior Notes upon the occurrence of a Loss Absorption Disqualification Event.*

Pursuant to Condition 7 (*Senior Notes – Substitution or Variation following a Loss Absorption Disqualification Event*), the Issuer has the option to specify in the Final Terms, in relation to Senior Notes for which the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, that a Loss Absorption Disqualification Event Variation or Substitution is applicable. A Loss Absorption Disqualification Event Variation or Substitution would, if selected in the applicable Final Terms, allow the Issuer in circumstances where a Loss Absorption Disqualification Event has occurred and is continuing or in order to ensure the effectiveness and enforceability of Condition 18(c), to elect either to (i) substitute all (but not some only) of such Series of Senior Notes or (ii) vary the terms of all (but not some only) of such Series of Senior Notes, so that they become or remain Eligible Liabilities Instruments, subject to, and to the extent required at such date, the prior written approval of the Relevant Regulator and/or the Resolution Authority.

Eligible Liabilities Instruments are securities issued by the Issuer that have, *inter alia*, terms not materially less favourable to the Noteholders as a class than the terms of the Senior Notes as reasonably determined by the Issuer (provided that the Issuer shall have delivered a certificate to that effect to the Agent), except in circumstances where the substitution or variation is made in order to ensure the effectiveness and enforceability of Condition 18(c). Where the Issuer has determined that the terms of Eligible Liabilities Instruments to be issued are not materially less favourable to the Noteholders as a class, it is possible that these will not be as favourable to a particular Noteholder, given such Noteholder's individual circumstances. If any substitution or variation of any Notes were to be effected in order to address any actual or perceived ineffectiveness of Condition 18(c) regarding the Bail-in Power, such substitution or variation might not be viewed by the market as being equally favourable to Noteholders. In circumstances where the applicable Final Terms in relation to Senior Notes specify that Loss Absorption Disqualification Event Variation or Substitution is applicable, the Senior Notes are intended to qualify in full towards the Issuer's and/or the Group's minimum requirements for (i) own funds and eligible liabilities and/or (ii) loss absorbing capacity instruments under the applicable Loss Absorption Regulations.

*The Issuer has the option to specify in the Final Terms that no events of default for Senior Notes apply allowing acceleration of payment, other than in a dissolution or liquidation.*

Condition 10 (*Senior Notes – Events of Default and Enforcement*) provides that the Issuer has the option to specify in the Final Terms in relation to Senior Notes that no events of default will apply allowing for acceleration of the Senior Notes if certain events occur. In such case, the Noteholders will not be able to accelerate the maturity of such Notes. Accordingly, if the Issuer fails to meet any obligations under the Senior Notes (including any failure to pay interest when due), investors will not have the right to accelerate payment of principal (other than in the event of the Issuer's dissolution or liquidation). Upon a payment default, the sole remedy available to holders of Senior Notes for recovery of amounts owing in respect of any payment of principal or interest on the Senior Notes will be the institution of dissolution or liquidation proceedings to the extent permitted under Belgian law. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

*Potential conflicts of interests specific to Senior Notes.*

Potential investors should be aware that the issuance of Senior Notes enhances the loss absorption capacity of the Issuer. The Issuer is the parent of KBC Bank NV, which is expected to act as Dealer in connection with the issue and placement of certain issues of Senior Notes. Therefore, if at any given time the Issuer would face problems with regard to its loss absorption capacity, which may for instance be caused by financial problems at the level of KBC Bank NV, the Issuer and KBC Bank NV will act in their own best interest and will not be obliged to protect the interests of the holders of the Senior Notes.

Furthermore, upon the occurrence of a Loss Absorption Disqualification Event, the Issuer may decide to redeem Senior Notes early or proceed with a variation thereof in accordance with Condition 7 (*Senior Notes – Substitution or Variation following a Loss Absorption Disqualification Event*), to the extent specified as applicable in the applicable Final Terms. In determining its course of action in such circumstances, the Issuer will take its own best interest into account, without being obliged to protect the interests of the holders of the Senior Notes.

***Risks related to Subordinated Tier 2 Notes.***

*The Subordinated Tier 2 Notes are subordinated obligations.*

Condition 2(b) (*Status of the Subordinated Tier 2 Notes*) states that the Subordinated Tier 2 Notes are direct, unconditional, unsecured and subordinated obligations of the Issuer and shall, in the event of a dissolution,

liquidation or winding-up of the Issuer (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer or the substitution in place of the Issuer of a successor in business of the Issuer), be subordinated in right of payment to the claims of Senior Creditors.

Therefore, if the Issuer were to be wound up, liquidated or dissolved, the liquidator would first apply assets of the Issuer to satisfy all rights and claims of such Senior Creditors. If the Issuer does not have sufficient assets to settle such claims in full, the claims of the holders of Subordinated Tier 2 Notes will not be met and, as a result, the holders will lose the entire amount of their investment in the Subordinated Tier 2 Notes. The Subordinated Tier 2 Notes will share equally in payment with other *pari passu* claims. If the Issuer does not have sufficient funds to make full payments on all of them, Noteholders could lose all or part of their investment.

The Issuer may issue other obligations that rank or are expressed to rank senior to the Subordinated Tier 2 Notes or capital instruments that rank or are expressed to rank *pari passu* with the Subordinated Tier 2 Notes, in each case as regards the right to receive periodic payments on a liquidation or bankruptcy of the Issuer and the right to receive repayment of capital on a liquidation or bankruptcy of the Issuer. In the event of a liquidation or bankruptcy of the Issuer, the Issuer will be required to pay (i) unsubordinated creditors and (ii) subject as described in the paragraph that follows, its other subordinated creditors (other than the present or future claims of creditors that rank or are expressed to rank *pari passu* with or junior to the Subordinated Tier 2 Notes) in full before it can make any payments on the Subordinated Tier 2 Notes. If this occurs, the Issuer may not have enough assets remaining after these payments are made to pay amounts due under the Subordinated Tier 2 Notes.

According to Article 48(7) of the BRRD II (as transposed into Belgian law by an amendment to Article 389/1 of the Belgian Banking Law), liabilities resulting from fully or partially recognised own funds instruments (within the meaning of the CRR and including the Subordinated Tier 2 Notes) shall rank junior to all other liabilities. This entails that, regardless of their contractual ranking, liabilities that are no longer at least partially recognised as an own funds instrument for the purpose of the CRR shall rank senior to any liabilities fully or partially recognised as an own funds instrument. Accordingly, in the event of a liquidation or bankruptcy of the Issuer, the Issuer will, *inter alia*, be required to pay subordinated creditors of the Issuer, whose claims arise from liabilities that are no longer fully or partially recognised as an own funds instrument (within the meaning of the CRR and which could include some series of Subordinated Tier 2 Notes if they are no longer so recognised) in full before it can make any payments on the Subordinated Tier 2 Notes which continue to be at least partially recognised as own fund instruments at the time of the opening of the liquidation or bankruptcy procedure.

In addition, in the event of a liquidation or dissolution (including bankruptcy) of the Issuer, to the extent the Issuer has assets remaining after paying its creditors who rank senior to the Subordinated Tier 2 Notes, payments relating to holders of other obligations or capital instruments of the Issuer that rank or are expressed to rank *pari passu* with the Subordinated Tier 2 Notes may, if there are insufficient assets to satisfy the claims of all of the Issuer's *pari passu* creditors, further reduce the assets available to pay amounts due under the Subordinated Tier 2 Notes on a liquidation or bankruptcy of the Issuer.

*No events of default apply to Subordinated Tier 2 Notes allowing acceleration of payment. Acceleration of payment will only be possible in the case of dissolution or liquidation of the Issuer.*

The Conditions of the Subordinated Tier 2 Notes do not provide for events of default allowing for acceleration of the Subordinated Tier 2 Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Subordinated Tier 2 Notes, including the payment of any interest, investors will not have the right to accelerate payment of principal, which shall only be due in the event of the Issuer's dissolution or liquidation. Upon a payment default, the sole remedy available to holders of Subordinated Tier 2 Notes for recovery of

amounts owing in respect of any payment of principal or interest on the Subordinated Tier 2 Notes will be the institution of dissolution or liquidation proceedings to the extent permitted under Belgian law in order to enforce such payment.

Noteholders should further be aware that, in or prior to any such dissolution or liquidation scenario, the Resolution Authority could decide to write down the principal amount of the Subordinated Tier 2 Notes to zero or convert such principal amount into equity or Tier 1 instruments. Please also refer to the risk factor entitled "*Noteholders may be required to absorb losses in the event the Issuer becomes non-viable or fails*".

*Substitution or variation of Subordinated Tier 2 Notes upon the occurrence of a Capital Disqualification Event.*

Pursuant to Condition 6 (*Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event*), the Issuer has the option to specify in the Final Terms, in relation to Subordinated Tier 2 Notes for which the Prohibition of Sales to Belgian Consumers is specified as applicable in the applicable Final Terms, that a Capital Disqualification Event Variation is applicable. A Capital Disqualification Event will apply if, as a result of a change to the regulatory classification, the Issuer would no longer be able to count the Subordinated Tier 2 Notes wholly or in part towards its Tier 2 Capital. A Capital Disqualification Event Variation would entitle the Issuer in such circumstances to vary the terms of such Subordinated Tier 2 Notes (subject to certain conditions) in order to ensure that they remain or become Qualifying Securities (i.e., qualify again as Tier 2 Capital of the Issuer) or in order to ensure the effectiveness and enforceability of Condition 18(c). Importantly, the Issuer would in such circumstances be entitled to substitute or vary, subject to the conditions set out in Condition 6 (*Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event*), the terms of the Subordinated Tier 2 Notes without the consent of the holders of the Subordinated Tier 2 Notes. The Issuer would treat the investors as a class and the individual position of the Noteholders may be prejudiced, despite the conditions set out in Condition 6 (*Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event*).

*Potential conflicts of interests specific to Subordinated Tier 2 Notes.*

Potential investors should be aware that the reason for issuing the Subordinated Tier 2 Notes is to raise Tier 2 Capital which enhances the loss absorption capacity for the Issuer. The Issuer is the parent of KBC Bank NV, which is expected to act as Dealer in connection with the issue and placement of certain issues of Subordinated Tier 2 Notes. Therefore, if at any given time the Issuer would face problems with regard to its regulatory capital, which may for instance be caused by financial problems at the level of KBC Bank NV, the Issuer and KBC Bank NV will act in their own best interest and will not be obliged to protect the interests of the holders of the Subordinated Tier 2 Notes.

Furthermore, upon the occurrence of a Capital Disqualification Event, the Issuer may decide to redeem Subordinated Tier 2 Notes early or proceed with a variation thereof in accordance with Condition 6 (*Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event*). In determining its course of action in such circumstances, the Issuer will take its own best interest into account, without being obliged to protect the interests of the holders of the Subordinated Tier 2 Notes.

***Risks related to certain Notes which are linked to "benchmarks".***

Reference Rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate ("**EURIBOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments, have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing benchmarks, with further changes anticipated. These reforms and changes may cause a benchmark to perform differently than it has done in the past, to be discontinued or have other consequences which cannot be predicted. Any change in

the performance of a benchmark or its discontinuation could have a material adverse effect on any Notes referencing or linked to such benchmark.

International proposals for reform of benchmarks include in particular Regulation (EU) No 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives (EC) No 2008/48 and (EC) No 2014/17 and Regulation (EU) No 596/2014, as amended (the "**EU Benchmarks Regulation**") which has applied in full since 1 January 2018. The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of certain benchmarks, the contribution of input data to in-scope benchmarks and the use of such benchmarks within the EU. Among other things, it (i) requires administrators of in-scope benchmarks to be authorised or registered (or, if non-EU based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities (such as the Issuer) of in-scope benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation has been further amended, with the amendments applying from 1 January 2026. One of the key changes to the regime is that only benchmarks defined as critical or significant (determined based on quantitative or qualitative criteria), EU Paris-aligned benchmarks, EU Climate Transition benchmarks and certain commodity benchmarks remain in scope of the mandatory application of the EU Benchmarks Regulation, with an exemption applicable to certain FX benchmarks. Other benchmarks fall out of the mandatory scope of the EU Benchmarks Regulation (other than certain limited provisions in relation to the statutory replacement of a benchmark, connected with cessation and/or non-representativeness). Administrators may, however, voluntarily request the application of the rules (opt-in) by request to their competent authority to designate one or more of the benchmarks that they offer, subject to an eligibility threshold. In addition, and independently of any request by the administrator, a national competent authority may designate a below-threshold benchmark as significant pursuant to, and subject to the conditions set out in, Article 24(3) of the EU Benchmarks Regulation. For benchmarks that are in scope of the revised regime, similar risks apply as for benchmarks in scope of the previous regime. Benchmarks that fall out of scope of the revised regime and which have not opted-in to its application are no longer regulated in the same way. This means that previous mandatory requirements fall away, such as governance requirements, rules on conflicts of interest and requirements relating to methodology and transparency thereof. Investors should therefore note that, in light hereof, there is a risk that the methodology of a benchmark which is not in scope of the EU Benchmarks Regulation is less robust, resilient or transparent, which could apply to certain Notes linked to or referencing such benchmarks.

Regulation (EU) No 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmarks Regulation**") among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a benchmark in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements under the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the national or international reforms, or the general increased regulatory scrutiny of Benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements.

Condition 3(l) (*Benchmark replacement*) provides for certain fallback arrangements in the event that a Benchmark Event occurs, for example where a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable. The Benchmark Events also include the situation where the administrator of the relevant Reference Rate or Mid-Swap Rate (as applicable) announces that the methodology to calculate such Reference Rate or Mid-Swap Rate (as applicable) has materially changed. If a Benchmark Event occurs, the Issuer may, after appointing and consulting with an Independent Adviser, determine a Successor Rate or Alternative Reference Rate to be used in place of the relevant benchmark where that relevant benchmark has been selected as the Reference Rate or Mid-Swap Rate (as applicable) to determine the Rate of Interest. The use of any such Successor Rate or Alternative Reference Rate to determine the Rate of Interest may result in Notes linked to or referencing the relevant benchmark performing differently (including paying a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Reference Rate for the relevant benchmark is determined by the Issuer, the Conditions provide that the Issuer may vary the Conditions, as necessary, to ensure the proper operation of such Successor Rate or Alternative Reference Rate, without any requirement for consent or approval of the Noteholders. Please also refer to the risk factor entitled "*The Noteholders may be bound by certain amendments to the (Conditions of the) Notes to which they did not consent, which may result in less favourable terms of the Notes*". No adjustments or amendments will be applied if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result (i) in the Notes ceasing to be included, in whole or in part, in or counted towards the Tier 2 Capital of the Issuer on a solo and/or consolidated basis (in the case of Subordinated Tier 2 Notes) or (ii) in a change in the regulatory classification of the Notes giving rise to a Loss Absorption Disqualification Event (in the case of Senior Notes).

If a Successor Rate or Alternative Reference Rate is determined by the Issuer, the Conditions also provide that an Adjustment Spread will be determined by the Issuer to be applied to such Successor Rate or Alternative Reference Rate. The aim of the Adjustment Spread is to reduce or eliminate, so far as is practicable, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the relevant benchmark with the Successor Rate or the Alternative Reference Rate. It is, however, possible that the application of an Adjustment Spread will not reduce or eliminate economic prejudice to Noteholders.

In addition, if the relevant benchmark is discontinued permanently and the Issuer, for any reason, is unable to determine the Successor Rate or Alternative Reference Rate, the Rate of Interest may revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the relevant benchmark was discontinued and such Rate of Interest will continue to apply until maturity. This will, for example, in case of application to Floating Rate Notes result in such Floating Rate Notes, in effect, becoming Fixed Rate Notes.

Any such consequences could have a material adverse effect on the value of, and return on, any Notes to which the fallback arrangements are applicable. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could adversely affect the ability of the Issuer to meet its obligations under the Notes and could have a material adverse effect on the value or liquidity of, and the amount payable under, the Notes. Investors should consider these matters when making their investment decision with respect to the Notes.

***Risks related to Notes which are issued as Green Bonds or Social Bonds.***

The Issuer may issue Notes where the use of proceeds is specified in the applicable Final Terms to be for the financing and/or refinancing of "green", "sustainability" or "social" projects of the Group, in accordance with certain prescribed eligibility criteria (such Notes being referred to as "**Green Bonds**" or "**Social Bonds**", respectively). If the fact that the use of proceeds of the Notes is linked to the contribution of "green", "sustainable", "social" and/or other equivalently-labelled objectives is a factor in a prospective investor's

decision to invest in the Notes, it should in particular consider the disclosure in the sections entitled "*Green Bonds and Social Bonds*" and "*Use of Proceeds*" of this Base Prospectus and consult with its legal or other advisers before making an investment in the Notes.

*Risks related to the possible non-conformity of Green Bonds or Social Bonds with investors' expectations and evolving regulation.*

Investors should take into account that there is currently no clear single definition (legal, regulatory or otherwise) of, nor international market consensus as to what constitutes, a "green", "sustainable" or other equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or to receive such other equivalent label. The European Union has already adopted various sustainability related rules and regulations, including Regulation (EU) No 2020/852 on the establishment of a framework to facilitate sustainable investment ("**EU Taxonomy**"), establishing the criteria for determining whether an economic activity qualifies as environmentally sustainable. The EU Taxonomy has and will be further supplemented by various delegated acts.

Regulation (EU) No 2023/2631 of the European Parliament and of the Council of 22 November 2023 on European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds (the "**EU Green Bond Regulation**") was published in the Official Journal of the European Union on 30 November 2023. The EU Green Bond Regulation, which entered into force on 20 December 2023 and has applied since 21 December 2024 (i) introduced a voluntary label (the "**European Green Bond Standard**") for issuers of green use of proceeds bonds where the proceeds will be invested in economic activities aligned with the EU Taxonomy, (ii) introduced optional disclosure templates for bonds marketed as environmentally sustainable and for sustainability-linked bonds and (iii) established a system to register and supervise external reviewers of green bonds aligned with the European Green Bond Standard. Any Green Bonds issued under this Programme are intended to comply with the criteria and processes set out in the Issuer's Green Bond Framework only. As at the date of this Base Prospectus, the Issuer's Green Bond Framework is not aligned with the criteria of the European Green Bond Standard so that any Green Bonds issued under this Programme by reference to the Issuer's current Green Bond Framework may not be designated "European Green Bonds" within the meaning of the EU Green Bond Regulation. Further, the Issuer is not currently intending to make use of the optional disclosure templates provided for in Articles 20 and 21 of the EU Green Bond Regulation for any Green Bonds issued under this Programme. It is not clear at this stage what impact the European Green Bond Standard will have on investor demand for, and pricing of, green use of proceeds bonds (such as the Green Bonds) that do not meet the European Green Bond Standard or do not elect to use the optional disclosure templates. Demand for, and the liquidity of, the Green Bonds could be reduced as a consequence of not meeting such standard and/or disclosure requirements.

No assurance is or can be given to investors by the Issuer or any other person that any projects or uses the subject of, or related to, any Green Bonds or Social Bonds will meet or continue to meet on an ongoing basis any or all investor expectations or evolving regulation regarding "green", "sustainable", "social" or similar labels (including the EU Taxonomy as it forms part of UK domestic law by virtue of the EUWA) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any "green", "sustainability" or "social" projects of the Group.

Any failure to meet or continue to meet investor expectations or evolving regulation regarding "green", "sustainable", "social" or similar labels (i) may have a negative impact on the market value and the liquidity of the Notes, (ii) may have consequences for certain investors, in particular investors with portfolio mandates to invest in green and/or sustainable assets who may decide to sell the Notes, and/or (iii) may result in the delisting of the Notes from any dedicated "green" or "sustainable" or other equivalently labelled segment of any stock exchange or securities market. Consequently, Noteholders may lose all or part of their investment in the Notes.

The Issuer intends to provide regular information on the use of proceeds of the Green Bonds and Social Bonds and to publish related allocation and/or impact reports on its website (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html), but it is under no obligation to do so as there may be circumstances in which it may not be possible for the Issuer to do so (for example when the required data would not be available). Any reports made available on the Issuer's website do not form part of, and are not incorporated by reference into, this Base Prospectus.

In addition, the Issuer may change the Green Bond Framework and Social Bond Framework and/or the selection criteria used therein to select Green Bond Eligible Assets or Social Bond Eligible Assets (as defined in the section entitled "*Green Bonds and Social Bonds*"), at any time. In particular, the Issuer's Green Bond Framework and Social Bond Framework are based on the 2021 ICMA Green Bond Principles and the ICMA Social Bond Principles, respectively, and have not yet been updated further to the most recent versions of June 2025 and related definitions and may or may not be modified to adapt to any update that may be made to the ICMA Green Bond Principles and the ICMA Social Bond Principles, which have been taken into account by the Issuer when developing the Green Bond Framework and Social Bond Framework (respectively), or to align with the EU Taxonomy. Furthermore, the Issuer intends to gradually further align its Green Bond Framework with emerging good practices, such as criteria of the European Green Bond Standard and other relevant forthcoming regulatory requirements and guidelines. The Issuer also intends to follow best market practices and will thus periodically update its Social Bond Framework to both ensure compliance with voluntary market practices as well as emerging standards and classification systems. This includes the Issuer's close monitoring of the potential EU Social Taxonomy by the European Commission, for which the Platform on Sustainable Finance has published a final report in February 2022.

Prospective investors should have regard to the Green Bond Eligible Assets and Social Bond Eligible Assets described in the applicable Final Terms (if applicable). Each potential purchaser of any Series of Green Bonds or Social Bonds should determine for itself the relevance of the information contained in this Base Prospectus and in the applicable Final Terms regarding the use of proceeds and its purchase of any Green Bonds or Social Bonds should be based upon such investigation and due diligence as it deems necessary. For the avoidance of doubt, this is without prejudice to the responsibility of the Issuer for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes, as set out in the paragraph entitled "*Important information relating to the use of this Base Prospectus*" and in the applicable Final Terms.

*Risks related to the Second Party Opinions.*

At the Issuer's request, Sustainalytics, an independent global environmental, social and governance rating and consultancy agency, issued a second party opinion on 22 November 2023 with respect to the Issuer's Green Bond Framework (the "**Green Bond Framework Opinion**") and on 4 May 2022 with respect to the Issuer's Social Bond Framework (the "**Social Bond Framework Opinion**", and together with the Green Bond Opinion, the "**Second Party Opinions**"), to confirm alignment of these frameworks with the International Capital Market Association ("**ICMA**") Green Bond Principles (version of June 2021, including Appendix 1 dated June 2022, but not the most recent version of June 2025) and ICMA Social Bond Principles (version 2021, but not the most recent version of June 2025), respectively. The Second Party Opinions did not consider or confirm alignment with any other guidelines, regulations or principles such as the EU Taxonomy or the EU Green Bond Regulation. The Second Party Opinions are made available on the Issuer's website (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html) but are not (and shall not be deemed to be) incorporated by reference in, or form part of, this Base Prospectus and may be amended, supplemented or replaced from time to time. The Second Party Opinions are for information purposes only and Sustainalytics, the Issuer, the Arranger and the Dealers are not liable for the substance of the Second Party Opinions and/or any loss arising from the use of the Second Party Opinions and/or the information provided therein. Any such opinion or certification is not, and should not be deemed to be, a recommendation by the Issuer, the Arranger, the Dealers or any other person to

acquire any Notes. Any such opinion or certification is only current as of the date that such opinion or certification was initially issued.

The Second Party Opinions may not reflect the potential impact of all risks related to the structure of the relevant Series of Green Bonds or Social Bonds, their marketability, trading price or liquidity or any other factors that may affect the price or value of the Green Bonds or Social Bonds.

The ICMA Green Bond Principles and the ICMA Social Bonds Principles are sets of voluntary guidelines that recommend transparency and disclosure and promote integrity in the development of the green bond market and the social bond market, respectively. There is currently no market consensus on what precise attributes are required for a particular project to be defined as "green", "sustainable" or "social" and therefore the "green", "sustainable" or "social" projects financed through the relevant Green Bonds or Social Bonds may not meet all investors' expectations regarding sustainability performance or continue to meet the relevant eligibility criteria. Although applicable green projects are expected to be selected in accordance with the categories recognised by the 2021 ICMA Green Bond Principles and applicable social projects are expected to be selected in accordance with the categories recognised by the 2021 ICMA Social Bond Principles, and each category is expected to be developed in accordance with applicable legislation and standards, it is still possible that adverse environmental and/or social impacts will occur during the design, construction, commissioning and/or operation of any such green, sustainable or social projects. This may adversely affect the trading price of the Notes.

Prospective investors must determine for themselves the relevance, suitability and reliability for any purpose whatsoever of the Second Party Opinions, the Green Bond Framework, the Social Bond Framework, or any other opinion, report or certification (whether or not solicited by the Issuer) and/or the information contained therein and/or the provider of any opinion, report or certification for the purpose of any investment in the Notes. The Issuer does not represent that any such opinion, report or certification is relevant, suitable and reliable or whether any Green Bond Eligible Asset or Social Bond Eligible Asset fulfils any environmental and/or social and/or other criteria. Currently, the providers of such opinions and certifications (including the provider of the Second Party Opinions) are not subject to any specific regulatory or other regime or oversight, it being understood that the EU Green Bond Regulation requires issuers to appoint independent EU regulated external reviewers (in order to obtain the voluntary label). As set out above, however, as at the date of this Base Prospectus, any Green Bonds issued under this Programme are not issued in accordance with the requirements of the EU Green Bond Regulation and are not expected to be aligned with the European Green Bond Standard.

In particular, investors should note that any such opinion, report or certification may not reflect any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. In case there are any shortcomings in the opinions, reports and certifications of any such provider, such provider would typically be exclusively liable towards the relevant party having solicited the opinion or certification and not vis-à-vis the Noteholders. Opinions, reports and certifications may also contain specific (limitation of) liability statements. The limitation of liability statements applicable to the Second Party Opinions are set out on page 28 of the Green Bond Framework Opinion and page 18 of the Social Bond Framework Opinion. The Noteholders also have no recourse against the Issuer, the Arranger or the Dealers for the contents of any such opinion, report or certification. For the avoidance of doubt, this is without prejudice to the responsibility of the Issuer for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes, as set out in the paragraph entitled "*Important information relating to the use of this Base Prospectus*" and in the applicable Final Terms.

Potential investors should be aware that if any Second Party Opinion would ever be withdrawn, such withdrawal (i) may have a negative impact on the market value and the liquidity of the Notes, (ii) may have consequences for certain investors, in particular investors with portfolio mandates to invest in green and/or sustainable assets who may decide to sell the Notes, and/or (iii) may result in the delisting of the Notes from any dedicated "green" or "sustainable" or other equivalently labelled segment of any stock exchange or securities market.

*Risks related to the absence of contractual obligations of the Issuer under the Notes in relation to the Green Bond Framework or Social Bond Framework.*

While an amount equal or equivalent to the net proceeds of any Green Bonds or Social Bonds is to be applied in the manner described under the sections entitled "*Use of Proceeds*" and "*Green Bonds and Social Bonds*" and as further specified in the applicable Final Terms, the application of such amount to finance and/or refinance, in whole or in part, new or existing Green Bond Eligible Assets or Social Bond Eligible Assets, as applicable, may not be able to be implemented in such manner, or such proceeds may not be totally or partially disbursed as planned, for reasons that are outside the Issuer's control or which the Issuer is not able to anticipate. Green Bonds and Social Bonds or the assets they finance or refinance may not have the results or outcome originally expected or anticipated by the Issuer. The Issuer intends to provide regular information on the use of proceeds of its Green Bonds and Social Bonds and to publish related impact and/or allocation reports on its website (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html), as specified in the section entitled "*Green Bonds and Social Bonds*", but it is under no obligation to do so, for example if the required data is not available.

The Issuer aims to fully allocate the net proceeds of Green Bonds on their Issue Date to Green Bond Eligible Assets, but the Issuer's Green Bond Framework provides that in case insufficient Green Bond Eligible Assets are available, the Issuer will hold the balance of proceeds not allocated to Green Bond Eligible Assets within the treasury of the Group, invested in money market products, cash and/or cash equivalent instruments. As regards Social Bonds, the Issuer intends to allocate the net proceeds thereof to Social Bond Eligible Assets as soon as reasonably practicable. The Issuer's Social Bond Framework does, however, not require that full allocation takes place within a certain period of time, and the Issuer assumes no obligation in this respect.

In addition, the Issuer may change its Green Bond Framework or Social Bond Framework and/or the selection criteria it uses to select Green Bond Eligible Assets or Social Bond Eligible Assets thereunder at any time. In this respect, please also refer to the risk factor entitled "*Risks related to the possible non-conformity of Green Bonds or Social Bonds with investors' expectations and evolving regulation*".

Consequently, although the Issuer may agree at the Issue Date of any Green Bonds or Social Bonds to certain allocation and/or impact reporting and to use the proceeds for the financing and/or refinancing of certain Green Bond Eligible Assets or Social Bond Eligible Assets, it would not (a) be an event of default under the Green Bonds or Social Bonds; (b) give rise to any other contractual claim or right (including, for the avoidance of doubt, the right to accelerate the Notes) of a holder of such Green Bonds or Social Bonds against the Issuer; (c) lead to an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes, or (d) impact the regulatory treatment of the Green Bonds or Social Bonds if (i) the Issuer were to fail to comply with such obligations or were to fail to use the proceeds in the manner specified in the applicable Final Terms or if the use is completed but leads to a result not originally anticipated; (ii) any Second Party Opinion were to be withdrawn; (iii) there would be a lack of Eligible Assets in which the Issuer may invest; (iv) the Issuer were to fail any sustainability target or objective it may have committed to in respect of any Notes and/or (v) the performance of the Green Bonds or Social Bonds, as applicable, is not as expected. Also, the existence of a potential mismatch between the duration of the Eligible Assets and the duration of the instrument will not lead to an obligation for the Issuer to redeem the relevant Notes, be a factor in determining whether or not to exercise any optional redemption rights, and/or give a right to the Noteholders to request the early redemption or acceleration of the relevant Notes or give rise to any claim against the Issuer. For the avoidance of doubt, payments of principal and interest (as the case may be) on the relevant Green Bonds or Social Bonds shall not depend on the performance of the relevant project nor have any preferred right against such assets. Any failure to use the net proceeds of any Series of Green Bonds in connection with green or sustainable projects, and/or any failure to meet, or to continue to meet, the investment requirements of certain environmentally focused investors with respect to such Green

Bonds may affect the value and/or trading price of the Green Bonds, and/or may have consequences for certain investors with portfolio mandates to invest in green or sustainable assets. Likewise, any failure to use the net proceeds of any Series of Social Bonds in connection with social projects, and/or any failure to meet, or to continue to meet, the investment requirements of certain socially focused investors with respect to such Social Bonds may affect the value and/or trading price of the Social Bonds, and/or may have consequences for certain investors with portfolio mandates to invest in social assets.

*Risks related to bail-in and resolutions measures.*

Green Bonds and Social Bonds issued under the Programme will be subject to bail-in and resolution measures provided by the BRRD in the same way as any other Notes issued under the Programme and, as such, proceeds from Green Bonds and Social Bonds qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer regardless of their "green", "social" or "sustainable" label. As to such bail-in and resolution measures, see the risk factor entitled "*Noteholders may be required to absorb losses in the event the Issuer becomes non-viable or fails*". Additionally, the labelling of any series of Notes as Green Bonds or Social Bonds (i) will not affect the regulatory treatment of such Notes as Tier 2 Capital or eligible liabilities for the purposes of MREL (as applicable), if such Notes are also Senior Notes or Subordinated Tier 2 Notes eligible to comply with MREL requirements and (ii) will not have any impact on their status as indicated in Condition 2.

***Risks related to Fixed Rate Reset Notes.***

Fixed Rate Reset Notes will initially bear interest at the Initial Rate of Interest until (but excluding) the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Reset Reference Rate and the Margin or as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a "**Subsequent Reset Rate**"). The Subsequent Reset Rate for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate for prior Reset Periods and could affect the market value of an investment in the Fixed Rate Reset Notes.

***Risks related to Fixed/Floating Rate Notes.***

Fixed/Floating Rate Notes may bear interest at a rate that will be converted from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The conversion of the interest rate will affect the secondary market and the market value of such Notes since the conversion will usually be effected when the new interest rate is likely to produce a lower overall cost of borrowing. If a fixed rate is converted to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same Reference Rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If a floating rate is converted to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

***Risks related to Notes where a Minimum Rate of Interest and/or Maximum Rate of Interest applies.***

Notes where a Minimum Rate of Interest and/or Maximum Rate of Interest applies, will be less exposed to the positive and negative performance or fluctuations of the underlying Reference Rate.

Notes where a Maximum Rate of Interest applies to a particular Interest Basis have an interest rate that is subject to a maximum specified rate. The maximum Interest Amount payable in respect of such Interest Basis will occur when the applicable formula leads to a Rate of Interest which is higher than the maximum specified rate, in which case the Rate of Interest will be limited to the Maximum Rate of Interest specified in the applicable Final Terms. Investors in such Notes will therefore not benefit from any increase in the relevant Reference Rate.

**Risks relating to the subscription of the Notes, the listing and settlement of the Notes and the market in the Notes**

***An active secondary market in respect of the Notes may never be established or may be illiquid and this could adversely affect the value at which investors could sell their Notes.***

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. This is likely to be particularly the case for Subordinated Tier 2 Notes given that they are designed for specific investment objectives and have been structured to meet the investment requirements of limited categories of investors.

In a similar vein, liquidity is likely to be very limited if the relevant Notes are not listed or no listing is obtained. The Issuer may, but is not obliged to, list an issue of Notes on a stock exchange or market.

Moreover, although pursuant to Condition 4(h) (*Purchases*) the Issuer or any of its subsidiaries can purchase Notes at any time, neither the Issuer nor any of its subsidiaries is obliged to do so. Purchases made by the Issuer or its subsidiaries could affect the liquidity of the secondary market of the Notes and thus the price and the conditions under which investors can negotiate these Notes on the secondary market. In the case of Subordinated Tier 2 Notes, purchases by the Issuer and its subsidiaries are subject to Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*). Consequently, the Issuer and its subsidiaries will generally be prohibited from purchasing any Subordinated Tier 2 Notes and will not be able to act as market maker in respect of such securities.

***Hedging transactions may affect the market price, liquidity or value of Notes.***

In the ordinary course of its business, including, without limitation, in connection with its market-making activities (if any), the Issuer and/or any of its affiliates may effect transactions for its own account or for the account of its customers and hold long or short positions in the Reference Rate(s) or related derivatives. In addition, in connection with the offering of the Notes, the Issuer and/or any of its affiliates may enter into one or more hedging transactions with respect to the Reference Rate(s) or related derivatives. In connection with such hedging or market-making activities or with respect to proprietary or other trading activities by the Issuer and/or any of its affiliates, the Issuer and/or any of its affiliates may enter into transactions in the Reference Rate(s) or related derivatives which may affect the market price, liquidity or value of the Notes and which could be adverse to the interests of the relevant Noteholders.

***A Noteholder's actual return on Notes may be adversely impacted by transaction costs and/or fees.***

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the Notes. These incidental costs may significantly reduce or even exclude the profit potential of the Notes which is initially determined to be received by potential investors of such Notes. For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. Noteholders must furthermore take into account that they may be charged for the brokerage fees, commissions and other fees and expenses of third parties which are involved in the execution of an order (third party costs). In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). The incurrence of any such costs and/or fees will impact the return an investor receives on its Notes.

***Investors are exposed to the risks of a downgrade of any credit ratings assigned to the Issuer and/or the Notes.***

The Issuer has been and the Notes may be assigned a credit rating by one or more independent credit rating agencies, as will be stated in the applicable Final Terms. One or more independent credit rating agencies may assign ratings to an issue of Notes and/or the Issuer, which, however, will not necessarily reflect all risks relating to an investment in the Notes.

In addition, it is possible that any rating of the Issuer and/or the Notes will be revised, will be suspended or withdrawn or will not be maintained by the Issuer following the date of this Base Prospectus or the date of the applicable Final Terms, respectively. If any rating assigned to the Issuer and/or the Notes is revised lower, suspended, withdrawn or not maintained by the Issuer, the market value of the Notes may be negatively influenced.

Finally, any negative change in or withdrawal of a rating assigned to the Issuer could adversely affect the trading price of the Notes, including where this would lead to a negative change in or withdrawal of a credit rating assigned to such Notes.

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

Investment in Fixed Rate Notes exposes the relevant Noteholder to the risk that the price of such Fixed Rate Note falls as a result of changes in the current interest rate on the capital market (the "**Market Interest Rate**"). While the nominal rate of a security with a fixed interest rate is fixed for a specified period, the Market Interest Rate typically changes on a daily basis. As the Market Interest Rate changes, the price of such security is likely to change in the opposite direction. If the Market Interest Rate increases, the price of such security typically falls until the yield of such security is approximately equal to the Market Interest Rate. If the Market Interest Rate falls, the price of a security with a fixed compensation rate typically increases until the yield of such security is approximately equal to the Market Interest Rate. Investors should be aware that movements of the Market Interest Rate can adversely affect the price of Fixed Rate Notes and can lead to losses for the Noteholders if they sell such Fixed Rate Notes.

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

The market value of securities issued at a substantial discount or premium to their nominal amount tends to fluctuate more in relation to general changes in interest rates than the price for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility compared to conventional interest-bearing securities with comparable maturities. This may have an impact on the ultimate return which an investor may receive on such Notes.

***The transfer of any Notes, any payments made in respect of any Notes and all communications with the Issuer will occur through the Securities Settlement System.***

A Noteholder must rely on the procedures of the Securities Settlement System and its participants for transfers of Notes and to receive payment under its Notes. Furthermore, pursuant to Condition 16 (*Notices*), notices to Noteholders shall be valid, among others, if delivered by or on behalf of the Issuer to the NBB (in its capacity as operator of the Securities Settlement System) for onward communication by it to the participants in the Securities Settlement System. It is expected that notices will in principle be disseminated to Noteholders in this way. A Noteholder will therefore also need to rely on the procedures of the Securities Settlement System and of its participants to receive communications from the Issuer.

None of the Issuer or the Agent will have any responsibility or liability for the records relating to, or payments made in respect of, the Notes within, or any other improper functioning of, the Securities Settlement System or any of its participants and Noteholders should in such case make a claim against the Securities Settlement

System or such participant. Any such risk may adversely affect the rights and/or return on investment of a Noteholder, for example where the Noteholder would not receive a payment or notification in due time following a malfunction of the Securities Settlement System or any participant.

***The Agent is not required to segregate amounts received by it in respect of Notes cleared through the Securities Settlement System.***

Conditions 5(a) (*Payment in euro and other currencies which can be made through the Securities Settlement System*) and 5(b) (*Payment in other currencies which cannot be made through the Securities Settlement System*) and the Agency Agreement provide that the Agent will debit the relevant account of the Issuer and use such funds to make the relevant payments to the Noteholders. The Agency Agreement provides that the Agent will, simultaneously with the receipt by it of the relevant amounts, pay to the Noteholders (through the Securities Settlement System or its participants) any amounts due in respect of the relevant Notes. The Agent is, however, not required to segregate any such amounts received by it in respect of the Notes, and in the event that the Agent were subject to insolvency proceedings at any time when it held any such amounts, the Issuer would be required to claim such amounts from the Agent in accordance with applicable Belgian insolvency laws. This may have a negative impact on the Noteholders' ability to obtain full or partial repayment.

***Potential conflicts of interests.***

The Issuer may from time to time be engaged in transactions which may affect the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders.

Potential investors should be aware that the Agent, some of the Dealers and their respective affiliates have engaged in, and may in the future engage in, investment banking and other commercial dealings in the ordinary course of business with the Issuer or its affiliates. In addition, in the ordinary course of their business activities, the Arranger, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. The Arranger, the Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. They might therefore have conflicts of interests which could have an adverse effect on the interests of the Noteholders.

Furthermore, potential investors should be aware that the Issuer is the parent company of KBC Bank NV, which acts as Arranger and Permanent Dealer under the Programme, and that the interests of KBC Bank NV and the Issuer may conflict with the interests of the Noteholders. Moreover, the Noteholders should be aware that KBC Bank NV, acting in whatever capacity, will not have any obligations vis-à-vis the Noteholders and, in particular, will not be obliged to protect the interests of the Noteholders.

Where KBC Bank NV acts as Calculation Agent or the Calculation Agent is another affiliate of the Issuer, potential conflicts of interests may exist between the Calculation Agent and Noteholders, including with respect to certain determinations and judgements that the Calculation Agent may make pursuant to the Conditions (such as in the case of any applicable interest rate determination) which may influence the amount receivable under the Notes. Where any such determination or judgement is to be made, there is generally no or very limited room for discretion as the Conditions stipulate the objective parameters on the basis of which the Calculation Agent has to perform its calculations and tasks (such as, for example, determining a rate by computing a predetermined rate and a screen rate). The Conditions nevertheless provide that, in certain limited and exceptional cases, the Calculation Agent may have to determine certain rates in its sole discretion as fallback in the absence of any such objective parameters (see, for example, Condition 3(b) (*Interest on Fixed Rate Reset Notes*) and Condition 3(c)(ii) (*Screen Rate Determination for Floating Rate Notes*)). In such circumstances, the Calculation Agent is

likely, but not required, to make use of methodologies and determinations which are available or customarily used in the market.

**Risks relating to the status of investors**

***There may be no tax gross-up protection.***

Condition 8 (*Taxation*) provides that all payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the Kingdom of Belgium or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law in respect of the Notes.

Potential investors should be aware that if the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as not applicable in the applicable Final Terms, Condition 8 (*Taxation*) does not require the Issuer or any other person to pay any additional or further amounts in respect of such withholding or deduction.

To the extent the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the applicable Final Terms, Condition 8 (*Taxation*) provides that the Issuer shall pay such additional amounts in respect of interests on the Notes (but not principal or any other amount) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable in certain circumstances. In particular, no such additional amounts shall be payable with respect to any Note where such withholding or deduction is imposed because the holder of the Note is not an Eligible Investor (unless that person was an Eligible Investor at the time of its acquisition of the Note but has since ceased being an Eligible Investor by reason of a change in the Belgian tax laws or regulations or in the interpretation or application thereof or by reason of another change which was outside that person's control), or is an Eligible Investor but is not holding the Note in an exempt securities account with a qualifying clearing system in accordance with the Belgian law of 6 August 1993 relating to transactions in certain securities and its implementation decrees.

In any case where no gross-up requirement applies to the Issuer, the Noteholders (and no other person) will be liable for, and be obliged to pay, any tax, duty, charge, withholding or other payment whatsoever as may arise as a result of, or in connection with, the ownership, transfer or payment in respect of the Notes. This could have a significant impact on the net amounts the investors will receive pursuant to the payments to be made under the Notes and could also materially adversely affect the value of such Notes.

***Taxation may have an impact on the return a Noteholder may receive on its Notes.***

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In addition, payments of interest on the Notes (if any), or profits realised by a Noteholder upon the sale or repayment of its Notes, may be subject to taxation in the home jurisdiction of the potential investor or in other jurisdictions in which it is required to pay taxes.

Potential investors are advised not to rely solely upon the tax summary contained in this Base Prospectus but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only such adviser is in a position to duly consider the specific situation of the potential investor. This risk factor should be read in connection with the taxation section of this Base Prospectus. Please refer to the section entitled "*Taxation*".

***If an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the imposition***

***of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes.***

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls (as some have done in the past). An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes. Exchange controls could adversely impact an applicable exchange rate or the ability of the Issuer to make payments in respect of the Notes, which may have an impact on the return an investor receives on its Notes.

# IMPORTANT INFORMATION

## Important information relating to the use of this Base Prospectus

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purpose of giving the necessary information which is material to enable investors to make an informed assessment of the assets and liabilities, profits and losses, financial position and prospects of the Issuer, the rights attaching to the Notes and the reasons for the issuance of the Notes and its impact on the Issuer.

The Issuer accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Any recipient of this Base Prospectus hereby agrees that the provisions of Article 6.3 of the Belgian Civil Code (*Burgerlijk Wetboek/Code Civil*) of 13 April 2019 (the "**Belgian Civil Code**") shall, to the maximum extent permitted by law, not apply under or in connection with this Base Prospectus (including any information incorporated by reference herein) and any supplement hereto and that it shall not be entitled to make any extra-contractual liability claim against the Issuer, the Arranger, any Dealer, the Agent or any auxiliary (*hulppersoon/auxiliaire*) within the meaning of Article 6.3 of the Belgian Civil Code of the Issuer, the Arranger, any Dealer, the Agent or any of their respective affiliates with respect to a breach of a contractual obligation under or in connection with this Base Prospectus (including any information incorporated by reference herein) or any supplement hereto, even if such breach of obligation also constitutes an extra-contractual liability. For the avoidance of any doubt, this is without prejudice to any extra-contractual liability claims for damages suffered with respect to a breach of an extra-contractual obligation, including, without limitation, pursuant to any pre-contractual disclosure in connection with the Notes.

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see "*Documents Incorporated by Reference"*) and any supplement hereto. Unless expressly incorporated by reference into this Base Prospectus, information contained on websites mentioned herein does not form part of this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

This Base Prospectus contains or incorporates by reference certain statements that constitute forward-looking statements. Such forward-looking statements may include, without limitation, statements relating to the Issuer's business strategies, trends in its business, competition and competitive advantage, regulatory changes and restructuring plans.

Words such as "believes", "expects", "projects", "anticipates", "seeks", "estimates", "intends", "plans" or similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. The Issuer has based these forward-looking statements on the current view of its management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward-looking statements are reasonable as of the date of this Base Prospectus, if one or more of the risks or uncertainties materialise, including those identified below or which the Issuer has otherwise identified in this Base Prospectus, or if any of the Issuer's underlying assumptions prove to be incomplete or inaccurate, the Issuer's actual results of operation may vary from those expected, estimated or predicted. Any forward-looking statements contained in this Base Prospectus speak only as at the date of this Base Prospectus. The Issuer does not intend to update these forward-looking statements except as may be required by applicable securities laws.

By their very nature, forward-looking statements involve inherent risks and uncertainties, both general and specific, and risks exist that predictions, forecasts, projections and other outcomes described or implied in forward-looking statements will not be achieved. A number of important factors could cause actual results, performance or achievements to differ materially from the plans, objectives, expectations, estimates and

intentions expressed in such forward-looking statements. These factors include: (i) the ability to maintain sufficient liquidity and access to capital markets; (ii) market and interest rate fluctuations; (iii) the strength of the global economy in general and the strength of the economies of the countries in which the Issuer or the Issuer and its subsidiaries taken as a whole (the "**Group**") conducts operations; (iv) the potential impact of sovereign risk in certain European Union countries; (v) adverse rating actions by credit rating agencies; (vi) the ability of counterparties to meet their obligations to the Issuer or the Group; (vii) the effects of, and changes in, fiscal, monetary, trade and tax policies, financial and company regulation and currency fluctuations; (viii) the possibility of the imposition of foreign exchange controls by government and monetary authorities; (ix) operational factors, such as systems failure, human error, or the failure to implement procedures properly; (x) actions taken by regulators with respect to the Issuer's and/or the Group's business and practices in one or more of the countries in which the Issuer or the Group conducts operations; (xi) the adverse resolution of litigation and other contingencies; (xii) the impact of events such as, or similar to, the conflicts in Ukraine and the Middle East and the Covid-19 pandemic and (xiii) the Issuer's and/or the Group's success at managing the risks involved in the foregoing.

The foregoing list of important factors is not exhaustive. When evaluating forward-looking statements, investors should carefully consider the foregoing factors and other uncertainties and events, as well as the other risks identified in this Base Prospectus.

This Base Prospectus contains various amounts and percentages which have been rounded and, as a result, when those amounts and percentages are added up, they may not total.

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger. Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. If at any time during the life of the Programme the Issuer shall be required to prepare a supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus.

The distribution of this Base Prospectus and any Final Terms and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus or any Final Terms comes are required by the Issuer, the Arranger and the Dealers to inform themselves about and to observe any such restriction. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or any U.S. State securities laws and may not be offered, sold or delivered in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state or other jurisdiction of the United States. For a description of certain restrictions on offers and sales of Notes and on the distribution of this Base Prospectus or any Final Terms, see "*Subscription and Sale*".

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive (EU) No 2014/65 (as amended, "**MiFID II**") or (ii) a customer within the meaning of Directive (EU) No 2016/97 (as amended, the

"**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**PROHIBITION OF SALES TO UK RETAIL INVESTORS –** The Notes are not intended to be offered, sold, distributed or otherwise made available to, and should not be offered, sold, distributed or otherwise made available to, any retail investor in the United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA ("**UK MiFIR**") or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("**DISC**") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.

**PROHIBITION OF SALES TO BELGIAN CONSUMERS** – If the "Prohibition of Sales to Belgian Consumers" is specified as applicable in the Final Terms in respect of any Notes, the Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, to any individual in Belgium qualifying as a "consumer" (*consument/consommateur*) within the meaning of Article I.1 of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013, as amended.

**MiFID II PRODUCT GOVERNANCE/TARGET MARKET** – For each issue of Notes, the Dealers (if any) acting as manufacturers in respect of the Notes pursuant to MiFID II will produce and communicate to the Issuer the target market assessment in respect of the Notes and determine which channels for distribution of the Notes are appropriate.

The Final Terms in respect of such Notes will include a legend entitled "MiFID II Product Governance" which will outline the relevant target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment. A distributor subject to MiFID II is, however, responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID product governance rules under EU Delegated Directive 2017/593, as amended (the "**MiFID Product Governance Rules**"), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

Nothing stated herein should be construed as limiting the protections granted to potential investors under mandatorily applicable investor protection rules, including any such rules included in MiFID II.

**UK MiFIR PRODUCT GOVERNANCE/TARGET MARKET** – For each issue of Notes, the Dealers (if any) acting as manufacturers in respect of the Notes pursuant to UK MiFIR will produce and communicate to the Issuer the target market assessment in respect of the Notes and determine which channels for distribution of the Notes are appropriate.

The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR Product Governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment. A distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") is, however, responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor any Dealer nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Nothing stated herein should be construed as limiting the protections granted to potential investors under mandatorily applicable investor protection rules, including any such rules included in UK MiFIR.

**EU BENCHMARKS REGULATION** – Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of the EU Benchmarks Regulation. If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks (the "**BMR Register**") established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the EU Benchmarks Regulation. The registration status of any administrator under the EU Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update any Final Terms to reflect any change in the registration status of the administrator.

This Base Prospectus is a base prospectus and therefore does not, without the applicable Final Terms which have been duly completed and signed by the Issuer, constitute an offer of, or an invitation by or on behalf of the Issuer, the Arranger or any of the Dealers to subscribe for or purchase, any Notes.

To the fullest extent permitted by law, none of the Arranger, the Dealers nor any of their respective affiliates accepts any responsibility for the contents of this Base Prospectus or for any other statement made or purported to be made by the Arranger, any Dealer or any of their respective affiliates or on their behalf in connection with the Issuer or the issue and offering of the Notes. The Arranger and each Dealer accordingly disclaim all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any other documents are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger, the Dealers or any of their respective affiliates that any recipient of this Base Prospectus or of any Final Terms should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and the applicable Final Terms and its purchase of Notes should be based upon such investigation as it deems necessary. For the avoidance of doubt, this is without prejudice to the responsibility of the Issuer for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes, as set out in the paragraph entitled "*Important information relating to the use of this Base Prospectus*" and in the applicable Final Terms. None of the Arranger or the Dealers undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Arranger or the Dealers. If at any time during the duration of the Programme the Issuer shall be required to prepare a supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus.

The Notes may not be a suitable investment for all investors. In particular, each potential investor should:

(i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes, how the relevant Notes will perform under changing conditions, the resulting effects on the value of the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement and all information contained in the applicable Final Terms;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where the currency for principal and/or interest payments is different from the potential investor's currency;

(iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices, interest rates and financial markets; and

(v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation, by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (a) Notes are legal investments for it, (b) Notes can be used as collateral for various types of borrowing and (c) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**euro**", "**EUR**" and "**€**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

## PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a supplement pursuant to Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus which is capable of affecting the assessment of any Notes, the Issuer shall prepare a supplement to this Base Prospectus or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

## STABILISATION

In connection with the issue of any Tranche, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "**Stabilising Manager(s)**") (or any person acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. There is, however, no assurance that the Stabilising

Manager(s) (or any person acting on behalf of any Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or any person acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which are available on the date of this Base Prospectus, shall be incorporated in, and form part of, this Base Prospectus (it being understood that only the pages of the relevant documents cross-referred below shall be deemed to be incorporated in, and form part of, this Base Prospectus):

(a) the audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2025, together with the notes and auditor's report thereon, set out in the Issuer's 2025 annual report (available on https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/Results/jvs-2025/jvs-2025-gr-en.pdf.cdn.res/last-modified/1774614405054/jvs-2025-gr-en.pdf);

(b) the audited consolidated annual financial statements of the Issuer for the financial year ended 31 December 2024, together with the notes and auditor's report thereon, set out in the Issuer's 2024 annual report (available on https://www.kbc.com/content/dam/kbccom/doc/investor-relations/Results/jvs-2024/jvs-2024-grp-en.pdf);

(c) the extended quarterly report for the first quarter of 2026 of the Issuer (available on https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/Results/1q2026/1q2026-quarterly-report-en.pdf.cdn.res/last-modified/1778519922966/1q2026-quarterly-report-en.pdf);

(d) the extended quarterly report for the first quarter of 2025 of the Issuer (available on https://www.kbc.com/content/dam/kbccom/doc/investor-relations/Results/1q2025/1q2025-quarterly-report-en.pdf);

(e) the terms and conditions of the Notes contained in the base prospectus dated 10 June 2025 ("the **2025 Terms and Conditions**" and the "**2025 Base Prospectus**", respectively) prepared by the Issuer in connection with the Programme (available on https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/7-Debt-issuance/KBC_Group/20250611-grp-2025-emnt.pdf.cdn.res/last-modified/1749614812109/20250611-grp-2025-emnt.pdf);

(f) the terms and conditions of the Notes contained in the base prospectus dated 21 May 2024 ("the **2024 Terms and Conditions**" and the "**2024 Base Prospectus**", respectively) prepared by the Issuer in connection with the Programme (available on https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/7-Debt-issuance/KBC_Group/20240523-group-emtn-base-prospectus.pdf.cdn.res/last-modified/1716450979399/20240523-group-emtn-base-prospectus.pdf); and

(g) the terms and conditions of the Notes contained in the base prospectus dated 23 May 2023 ("the **2023 Terms and Conditions**" and the "**2023 Base Prospectus**", respectively) prepared by the Issuer in connection with the Programme (available on https://www.kbc.com/content/dam/kbccom/doc/investor-relations/7-Debt-issuance/KBC_Group/20230523-group-emtn-base-prospectus2.pdf),

each of which are incorporated by reference in this Base Prospectus and have been prepared by the Issuer.

Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

In addition to the above, the following information shall be incorporated in, and form part of, this Base Prospectus as and when it is published on the website of the Issuer (http://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html):

(a) the information set out in the following sections of any audited annual report published by the Issuer after the date of this Base Prospectus (or any similarly worded sections) and provided that this Base Prospectus is still valid pursuant to Article 12(1) of the Prospectus Regulation:

Report of the Board of Directors

Consolidated financial statements

Notes to the financial statements

Auditor's audit report

Ratios and terms

(b) the information set out in the following sections of any unaudited interim report published by the Issuer after the date of this Base Prospectus (or any similarly worded sections) and provided that this Base Prospectus is still valid pursuant to Article 12(1) of the Prospectus Regulation:

Consolidated interim financial statements

Notes to the interim financial statements

Auditor's limited review report

Ratios and terms

As per the Issuer's financial calendar available on the date of this Base Prospectus, the Issuer's extended quarterly report for the second quarter of 2026 is expected to be published on 6 August 2026 and is expected to be available on the website of the Issuer (https://www.kbc.com/en/investor-relations/reports/quarterly-reports.html). Subsequent interim and annual reports which are being incorporated in and will form part of this Base Prospectus will be available on the website of the Issuer following their publication in accordance with the Issuer's financial calendar which can be consulted on the Issuer's website (https://www.kbc.com/en/no-menu/events.html?tagIds=event%2Dstatus%3Aupcoming&zone=topnav).

Future information incorporated by reference pursuant to (a) and (b) above shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus. This information has not been scrutinised or approved by the Belgian FSMA during the scrutiny and approval process of this Base Prospectus.

Following the publication of this Base Prospectus, a supplement may be prepared by the Issuer and approved by the Belgian FSMA in accordance with Article 23 of the Prospectus Regulation. The publication of a supplement relating to new annual or interim financial information of the Issuer, which is intended to be incorporated by reference into this Base Prospectus during its validity period, may still be required in the circumstances described in Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in a document incorporated by reference therein) shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus can be obtained from the website of the Issuer (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html). This Base Prospectus and each document incorporated by reference may also be published on the website of Euronext Brussels (www.euronext.com). The information on the website of the Issuer and on the website of Euronext Brussels does not form part of this Base

Prospectus, except to the extent that such information is expressly incorporated by reference in this Base Prospectus, and has not been scrutinised or approved by the Belgian FSMA.

Any non-incorporated parts of a document referred to herein are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

The tables below set out the relevant page references for (i) the audited consolidated statements for the financial years ended 31 December 2025 and 31 December 2024, respectively, together with the notes and auditor's report thereon, as set out in the Issuer's 2025 and 2024 annual reports, (ii) the unaudited condensed consolidated financial statements of the Issuer for the first quarter of 2026 and for the first quarter of 2025, together with the notes and auditor's report thereon, (iii) the 2025 Base Prospectus, (iv) the 2024 Base Prospectus and (v) the 2023 Base Prospectus.

The 2023 Terms and Conditions, the 2024 Terms and Conditions and the 2025 Terms and Conditions have been incorporated by reference to allow drawdowns under this Base Prospectus which are intended to be fungible with notes issued under the 2023 Base Prospectus, the 2024 Base Prospectus or the 2025 Base Prospectus, respectively.

**Audited consolidated annual financial statements of the Issuer for the financial years ended 31 December 2024 and 31 December 2025***

| | **Issuer's annual report for the financial year ended 31 December 2024** | **Issuer's annual report for the financial year ended 31 December 2025** |
|---|---|---|
| *Audited consolidated annual financial statements of the Issuer* | | |
| report of the Board of Directors | page 5-241 | page 5-246 |
| income statement | page 243-245 | page 248-249 |
| balance sheet | page 246 | page 251 |
| statement of changes in equity | page 247-248 | page 252-253 |
| cash flow statement | page 249-250 | page 254-255 |
| notes to the financial statements | page 251-344 | page 256-351 |
| *Auditor's report* | page 345-353 | page 352-362 |
| *Additional information* | page 354-414 | page 368-428 |

* Page references are to the English language PDF version of the relevant incorporated documents.

**Unaudited condensed consolidated financial statements of the Issuer for the first quarter of 2025 and for the first quarter of 2026***

| | **Issuer's extended quarterly report for the first quarter of 2025** | **Issuer's extended quarterly report for the first quarter of 2026** |
|---|---|---|
| *Unaudited condensed consolidated financial statements of the Issuer for the first quarter of the financial year* | | |
| income statement | page 13 | page 13 |
| statement of comprehensive income | page 14 | page 14-15 |

| | | |
|---|---|---|
| balance sheet | page 15 | page 16 |
| statement of changes in equity | page 16-17 | page 17-18 |
| cash flow statement | page 18 | page 19-20 |
| notes to the financial statements | page 19-33 | page 21-37 |
| *Auditor's report* | page 34 | page 38 |
| *Additional information* | page 35-59 | page 39-63 |

* Page references are to the English language PDF version of the relevant incorporated documents.

**The base prospectus dated 23 May 2023 relating to the EUR 20,000,000,000 Euro Medium Term Note Programme of the Issuer**

| | |
|---|---|
| Terms and Conditions of the Notes | page 53-108 (inclusive) |

**The base prospectus dated 21 May 2024 relating to the EUR 25,000,000,000 Euro Medium Term Note Programme of the Issuer**

| | |
|---|---|
| Terms and Conditions of the Notes | page 55-110 (inclusive) |

**The base prospectus dated 10 June 2025 relating to the EUR 25,000,000,000 Euro Medium Term Note Programme of the Issuer**

| | |
|---|---|
| Terms and Conditions of the Notes | page 56-106 (inclusive) |

# TERMS AND CONDITIONS OF THE NOTES

*The following (excluding italicised paragraphs) is the text of the terms and conditions (the "**Conditions**") that, subject to completion and as supplemented in accordance with the provisions of Part A of the applicable Final Terms, shall be applicable to the Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the applicable Final Terms. References in these Conditions to "Notes" are to the Notes of one Series (as defined below) only, not to all Notes that may be issued under the Programme.*

The Notes are issued subject to (i) an agency agreement dated on or about 3 June 2026 (as amended, supplemented and/or restated from time to time, the "**Agency Agreement**") between KBC Group NV (the "**Issuer**") and KBC Bank NV as paying agent, listing agent and calculation agent (the "**Agent**", which expression shall include any successor agent) and (ii) a service contract for the issuance of fixed income securities dated 15 February 2023 (as amended, supplemented and/or restated from time to time, the "**Clearing Services Agreement**") between the Issuer, the National Bank of Belgium (the "**NBB**") and the Agent as paying agent. The calculation agent for the time being (if any) is referred to below as the "**Calculation Agent**" and references to the "**Agent**" shall include a reference to the Calculation Agent as the context requires. The Noteholders (as defined below) are deemed to have notice of all of the provisions of the Agency Agreement and the Clearing Services Agreement applicable to them.

For the purpose of these Conditions, a "**Series**" means a series of Notes comprising one or more tranches (each a "**Tranche**"), whether or not issued on the same date, that (except for the date for, and amount of, the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number. The Notes of each Tranche will be subject to identical terms in all respects.

For so long as any Notes remain outstanding, copies of the Agency Agreement and the Clearing Services Agreement will be available for inspection free of charge during normal business hours by the Noteholders at the specified office of the Agent, being, as at the date of this Base Prospectus, Havenlaan 2, B-1080, Brussels, Belgium. If Notes are admitted to trading on the regulated market of Euronext Brussels and for so long as the relevant Notes remain outstanding, the applicable Final Terms will be published on the website of the Issuer (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html) and the website of Euronext Brussels (www.euronext.com). If the Notes are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms will be obtainable at the registered office of the Issuer and of the Agent only by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the Agent as to its holding of such Notes and identity.

The final terms for the Notes (or the relevant provisions thereof) are set out in Part A of the Final Terms and complete these Conditions. References to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) and expressions defined or used in the applicable Final Terms shall have the same meanings in these Conditions, unless the context otherwise requires or unless otherwise stated.

In these Conditions, any reference to any code, law, decree, regulation, directive or any implementing or other legislative measure shall be construed as a reference to such code, law, decree, regulation, directive or implementing or other legislative measure as the same may be amended, supplemented, restated or replaced from time to time.

Any Condition may derogate either expressly or implicitly from applicable legal provisions. Even if there is no express derogation from a specific legal provision, the relevant Condition may still implicitly derogate from legal provisions (for instance by providing for a different contractual regime).

## 1 Form, Denomination and Title

The Notes will be issued in dematerialised form in accordance with the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*), as amended (the "**Belgian Companies and Associations Code**"). The Notes will be represented exclusively by book entries in the records of the securities settlement system operated by the NBB or any successor thereto (the "**Securities Settlement System**"). The Notes can be held by their holders through direct and indirect participants ("**Participants**") in the Securities Settlement System, including Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB and through other Participants in the Securities Settlement System. The Notes are accepted for clearance through the Securities Settlement System, and are accordingly subject to the applicable Belgian clearing regulations, including the Belgian law of 6 August 1993 on transactions in certain securities, its implementing Belgian Royal Decrees of 26 May 1994 and 14 June 1994 (each as amended or re-enacted or as their application is modified by other provisions from time to time) and the Terms and Conditions governing the participation in the Securities Settlement System and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this Condition 1 being referred to herein as the "**Securities Settlement System Regulations**"). Title to the Notes will pass by account transfer. The Notes cannot be physically delivered and may not be converted into notes in bearer form (*effecten aan toonder/titres au porteur*).

If at any time the Notes are transferred to another clearing system, not operated or not exclusively operated by the NBB, these provisions shall apply *mutatis mutandis* to such successor clearing system and successor clearing system operator or any additional clearing system and additional clearing system operator.

Noteholders are entitled to exercise the rights they have, including voting rights, making requests, giving consents, and other associative rights (as defined for the purposes of the Belgian Companies and Associations Code) upon submission of an attestation drawn up by the NBB, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB or any other Participant duly licensed in Belgium to keep dematerialised securities accounts showing such holder's position in the Notes (or the position held by the financial institution through which such holder's Notes are held with the NBB, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB or such other Participant, in which case an attestation drawn up by that financial institution will also be required).

The Notes are issued in the Specified Denomination(s) specified in the applicable Final Terms (the "**Specified Denomination**"). The minimum Specified Denomination of the Notes shall be at least EUR 100,000 (or its equivalent in any other currency as at the time of issuance). The Notes have no maximum Specified Denomination.

The Notes (i) bear interest calculated by reference to a fixed rate of interest (each such Note, a "**Fixed Rate Note**"), (ii) bear interest calculated by reference to a fixed rate of interest for an initial period and thereafter by reference to a fixed rate of interest recalculated on one or more dates specified in the applicable Final Terms and by reference to a Reset Reference Rate (each such Note, a "**Fixed Rate Reset Note**"), (iii) bear interest by reference to one or more floating rates of interest (each such Note, a "**Floating Rate Note**") or (iv) are a combination of two or more of (i) to (iii) of the foregoing, as specified in the applicable Final Terms.

In addition, the Final Terms of the Notes will specify that the rights of Noteholders with regard to payments under the Notes will either be (i) senior in the manner described in Condition 2(a) (*Status of the Senior Notes*) ("**Senior Notes**") or (ii) subordinated in the manner described under Condition 2(b) (*Status of the Subordinated Tier 2 Notes*) below with a fixed redemption date and with terms capable of qualifying as Tier 2 Capital (the

"**Subordinated Tier 2 Notes**"). The term "**Tier 2 Capital**" has the meaning given in the Applicable Banking Regulations (as defined in Condition 2(b) (*Status of the Subordinated Tier 2 Notes*)).

In these Conditions, "**Noteholder**" and "**holder**" mean, in respect of any Note, the holder from time to time of the Notes as determined by reference to the records of the Securities Settlement System, its Participants or financial intermediaries and the attestation referred to in this Condition 1 and capitalised terms have the meanings given to them in the applicable Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

## 2 Status of the Notes

*(a) Status of the Senior Notes*

(i) *Status*

The Senior Notes (being any Series of the Notes in respect of which the Final Terms specify their status as Senior) constitute direct, unconditional, senior and unsecured (*chirografaire/chirographaires*) obligations of the Issuer and shall at all times rank:

(A) *pari passu*, without any preference among themselves, and with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, which will fall or are expressed to fall within the category of obligations described in Article 389/1, 1° of the Belgian Banking Law, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights;

(B) senior to Senior Non-Preferred Obligations and any obligations ranking *pari passu* with or junior to Senior Non-Preferred Obligations; and

(C) junior to all present and future claims against the Issuer as may be preferred by laws of general application.

Subject to applicable law, if an order is made or an effective resolution is passed for the liquidation, dissolution or winding-up of the Issuer by reason of bankruptcy (*faillissement/faillite*), the Noteholders will have a right to payment under the Senior Notes (including for any interest and for damages awarded for breach of any obligations under these Conditions):

(A) only after, and subject to, payment in full of any present and future claims against the Issuer as may be preferred by laws of general application or otherwise ranking in priority to the Senior Notes; and

(B) subject to such payment in full, in priority to holders of Senior Non-Preferred Obligations and other present and future claims against the Issuer otherwise ranking junior to the Senior Notes.

"**Senior Non-Preferred Obligations**" means any obligations or other instruments issued by the Issuer which fall or are expressed to fall within the category of obligations described in Article 389/1, 2° of the Belgian Banking Law.

(ii) *Waiver of set-off, compensation, retention and netting*

If the applicable Final Terms in respect of Senior Notes specify that this Condition 2(a)(ii) applies, then, subject to applicable law, no holder of any such Senior Notes ("**Senior Noteholders**") may exercise or claim any right of set-off, compensation, retention or netting in respect of any amount

owed to it by the Issuer arising under or in connection with Senior Notes, and each Noteholder shall, by virtue of its subscription, purchase or holding of any such Senior Note (or any beneficial interest therein), be deemed to have waived all such rights of set-off, compensation, retention and netting. Notwithstanding the preceding sentence, if the applicable Final Terms in respect of Senior Notes specify that this Condition 2(a)(ii) applies and if any amounts owing to any Senior Noteholder by the Issuer are discharged by set-off, compensation, retention or netting, such Senior Noteholder shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its liquidation or dissolution, the liquidator or relevant insolvency practitioner, as appropriate, of the Issuer for the payment to creditors of the Issuer in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

*This Condition 2(a)(ii) shall not be construed as indicating or acknowledging that any rights of set-off, compensation, retention or netting would, but for this Condition 2(a)(ii), otherwise be available to any holder with respect to any Senior Note.*

*(b) Status of the Subordinated Tier 2 Notes*

(i) *Status*

The Subordinated Tier 2 Notes (being any Series of the Notes the Final Terms in respect of which specify their status as Subordinated Tier 2) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* without any preference among themselves. The rights and claims of the holders in respect of the Subordinated Tier 2 Notes are subordinated in the manner provided in Condition 2(b)(ii) (*Subordination*).

(ii) *Subordination*

Subject to applicable law, in the event of an order being made, or an effective resolution being passed, for the liquidation, dissolution or winding-up of the Issuer by reason of bankruptcy (*faillissement/faillite*) or otherwise (except, in any such case, a solvent liquidation, dissolution or winding-up solely for the purposes of a reorganisation, reconstruction or amalgamation of the Issuer or the substitution in place of the Issuer of a successor in business of the Issuer), the rights and claims of the holders of the Subordinated Tier 2 Notes against the Issuer in respect of or arising under (including any interest or damages awarded for breach of any obligation under) the Subordinated Tier 2 Notes shall, subject to any obligations which are mandatorily preferred by law, rank (a) junior to the claims of all Senior Creditors and of all Ordinary Subordinated Creditors, (b) *pari passu* with the claims of holders of all obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital of the Issuer and (c) senior to (1) the claims of holders of all share and other equity capital (including preference shares, if any) of the Issuer and (2) the claims of holders of all obligations of the Issuer which constitute Tier 1 Capital of the Issuer.

For the purposes of these Conditions:

"**Applicable Banking Regulations**" means, at any time, the laws, regulations, rules, guidelines and policies of the Relevant Regulator, or of the European Parliament and Council then in effect in Belgium, relating to capital adequacy and applicable to the Issuer at such time (and, for the avoidance of doubt, including as at the Issue Date the rules contained in, or implementing, CRD).

"**Belgian Banking Law**" means the Belgian law of 25 April 2014 on the legal status and supervision of credit institutions, as amended or replaced from time to time.

"**BRRD**" means Directive (EU) No 2014/59 of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive 82/891/EEC, and Directives (EC) No 2001/24, (EC) No 2002/47, (EC) No 2004/25, (EC) No 2005/56, (EC) No 2007/36, (EC) No 2011/35, (EU) No 2012/30 and (EU) No 2013/36, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council, as amended or replaced from time to time.

"**Capital Requirements Directive**" means Directive (EU) No 2013/36 of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, as amended or replaced from time to time.

"**Capital Requirements Regulation**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No 648/2012, as amended or replaced from time to time.

"**CRD**" means, taken together, (i) the Capital Requirements Directive, (ii) the Capital Requirements Regulation and (iii) any Future Capital Instruments Regulations.

"**Future Capital Instruments Regulations**" means any further Applicable Banking Regulations that come into effect after the Issue Date and which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the regulatory capital of the Issuer to the extent required by (i) the Capital Requirements Regulation or (ii) the Capital Requirements Directive.

"**Ordinary Subordinated Creditors**" means creditors of the Issuer whose claims are in respect of obligations described in Article 389/1, 3° of the Belgian Banking Law which are subordinated to those of Senior Creditors or which otherwise rank, or are expressed to rank, junior to obligations owed by the Issuer to Senior Creditors, and which do not constitute Tier 1 Capital or Tier 2 Capital of the Issuer.

"**Relevant Regulator**" means the National Bank of Belgium, the European Central Bank or any successor or replacement entity having primary responsibility for the prudential oversight and supervision of the Issuer.

"**Senior Creditors**" means creditors of the Issuer whose claims are in respect of obligations which are unsubordinated (including, for the avoidance of doubt, holders of Senior Notes) or which otherwise rank, or are expressed to rank, senior to obligations owed by the Issuer to Ordinary Subordinated Creditors and to obligations which constitute Tier 1 Capital or Tier 2 Capital of the Issuer (including the Subordinated Tier 2 Notes).

"**Tier 1 Capital**" and "**Tier 2 Capital**" have the respective meanings given to such terms in the Applicable Banking Regulations from time to time.

(iii) *Waiver of set-off, compensation, retention and netting*

Subject to applicable law, no holder of a Subordinated Tier 2 Note may exercise or claim any right of set-off, compensation, retention or netting in respect of any amount owed to it by the Issuer arising under or in connection with the Subordinated Tier 2 Notes and each holder of a Subordinated Tier 2 Note shall, by virtue of its subscription, purchase or holding of any Subordinated Tier 2 Note (or any beneficial interest therein), be deemed to have waived all such rights of set-off, compensation, retention and netting. Notwithstanding the preceding sentence, if

any amounts owing to any holder of a Subordinated Tier 2 Note by the Issuer are discharged by set-off, compensation, retention or netting, such holder of a Subordinated Tier 2 Note shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its liquidation or dissolution, the liquidator or relevant insolvency practitioner, as appropriate, of the Issuer for the payment to creditors of the Issuer in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.

*This Condition 2(b)(iii) shall not be construed as indicating or acknowledging that any rights of set-off, compensation, retention or netting would, but for this Condition 2(b)(iii), otherwise be available to any holder with respect to any Subordinated Tier 2 Note.*

## 3 Interest and other calculations

*(a) Interest on Fixed Rate Notes*

Each Fixed Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rates *per annum* (expressed as a percentage) equal to the Rate of Interest(s), such interest being payable, subject as provided herein, in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with this Condition 3.

*(b) Interest on Fixed Rate Reset Notes*

(i) Each Fixed Rate Reset Note bears interest on its outstanding nominal amount, subject to Condition 3(l) (*Benchmark replacement*):

(A) from and including the Interest Commencement Date, specified in the applicable Final Terms, up to but excluding the First Reset Date at the Initial Rate of Interest;

(B) from and including the First Reset Date up to but excluding the first Subsequent Reset Date or, if no Subsequent Reset Date is specified in the applicable Final Terms, the Maturity Date at the First Reset Rate of Interest; and

(C) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest,

payable, subject as provided herein, in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 3(g) (*Calculations*).

(ii) This Condition 3(b)(ii) is only applicable if the Reset Reference Rate is specified as "Reference Bond Rate" in the applicable Final Terms. If no Reference Government Bond Dealer Quotations are received in respect of the determination of the Reference Bond Price, the Rate of Interest shall not be determined by reference to the Reference Bond Rate and the Rate of Interest shall instead be, in the case of the First Reset Rate of Interest, the Initial Rate of Interest and, in the case of any Subsequent Reset Rate of Interest, the Rate of Interest as at the last preceding Reset Date (though substituting, where a different Margin is to be applied to the relevant Reset Period from that which applied to the last preceding Reset Period, the Margin relating to the relevant Reset Period, in place of the Margin relating to that last preceding Reset Period).

In these Conditions:

"**First Reset Date**" means the date specified as such in the applicable Final Terms;

"**First Reset Period**" means the period from and including the First Reset Date up to but excluding the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date;

"**First Reset Rate of Interest**" means, in respect of the First Reset Period and subject to Condition 3(b)(ii), as applicable, the rate of interest per annum (which rate, if not calculated on the basis of a Reset Reference Rate with the same frequency of payments as the Notes, shall be converted in accordance with market convention to a rate with the frequency with which scheduled interest payments are payable on the Fixed Rate Reset Notes or, if market convention is for the Reset Reference Rate first to be so converted, the Reset Reference Rate for the purposes of determining the First Reset Rate of Interest shall be the Reset Reference Rate as so converted without any further such conversion) as determined by the Calculation Agent on the relevant Reset Determination Date corresponding to the First Reset Period as the sum of the relevant Reset Reference Rate plus the relevant Margin;

"**Initial Rate of Interest**" means the initial rate of interest per annum specified in the applicable Final Terms;

"**Margin**" means the margin (expressed as a percentage) in relation to the relevant Interest Accrual Period or Reset Period specified as such in the applicable Final Terms;

"**Mid-Swap Floating Leg Benchmark Rate**" means (subject to Condition 3(l), if applicable) the reference rate specified as such in the applicable Final Terms or, if no such reference rate is so specified:

(i) if the Specified Currency is euro, the EURIBOR rate for the Mid-Swap Maturity (calculated on an Actual/360 day count basis);

(ii) if the Specified Currency is pounds sterling, the overnight SONIA rate compounded for the Mid-Swap Maturity (calculated on an Actual/365 day count basis);

(iii) if the Specified Currency is U.S. dollars, the overnight SOFR rate compounded for the Mid-Swap Maturity (calculated on an Actual/360 day count basis); or

(iv) if the Specified Currency is a currency other than euro, pounds sterling or U.S. dollars, the reference rate customary for determining the mid-swap floating leg for swaps in the relevant Specified Currency at such time, (calculated on such day count basis as is then customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

"**Mid-Swap Quotations**" means (subject to Condition 3(l), if applicable), for any Reset Period the arithmetic mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Payment Frequency specified in the applicable Final Terms during the relevant Reset Period (calculated on the basis of the Fixed Leg Swap Payment Frequency Day Count Fraction specified in the applicable Final Terms) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term commencing on the relevant Reset Date which is equal to that of the relevant Swap Rate Period; (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the applicable Final Terms) (calculated on the day count basis specified for such Mid-Swap Floating Leg Benchmark Rate);

"**Mid-Swap Rate**" means in respect of a Reset Period, (i) the applicable semi-annual or annualised (as specified in the applicable Final Terms) mid swap rate for swap transactions in the Specified Currency (commencing on the relevant Reset Date and with a maturity equal to that of the relevant Swap Rate Period specified in the applicable Final Terms) as displayed on the Relevant Screen Page at 11.00 a.m.

(in the principal financial centre of the Specified Currency) on the relevant Reset Determination Date (which rate, if the relevant Interest Payment Dates are other than semi-annual or annual Interest Payment Dates, as the case may be, shall be adjusted by, and in the manner determined by, the Calculation Agent) or (ii) if such rate is not displayed on the Relevant Screen Page at such time and date, the relevant Reset Reference Bank Rate;

"**Reference Bond Price**" means, with respect to any Reset Determination Date (i) the arithmetic average (as determined by the Agent or, if so specified in the applicable Final Terms, the Calculation Agent) of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (ii) if at least two but fewer than five such Reference Government Bond Dealer Quotations are received, the arithmetic average (as determined by the Agent or, if so specified in the applicable Final Terms, the Calculation Agent) of all such quotations received, or (iii) if only one such Reference Government Bond Dealer Quotation is received, the quotation so received;

"**Reference Bond Rate**" means, subject to Condition 3(b)(ii), with respect to any Reset Period and the Reset Determination Date in relation to such Reset Period, the rate per annum (expressed as a percentage) equal to the yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reset Reference Bond, assuming a price for the Reset Reference Bond (expressed as a percentage of its principal amount) equal to the Reference Bond Price for such Reset Determination Date (as determined by the Agent or, if so specified in the applicable Final Terms, the Calculation Agent);

"**Reference Government Bond Dealer**" means each of five banks selected by the Issuer (following, where practicable, consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent), or the affiliates of such banks, which are (i) primary government securities dealers, and their respective successors, or (ii) market makers in pricing corporate bond issues;

"**Reference Government Bond Dealer Quotations**" means, with respect to each Reference Government Bond Dealer and any Reset Determination Date, the arithmetic average (as quoted by the relevant Reference Government Bond Dealer), of the bid and offered yields for the Reset Reference Bond (expressed in each case as a percentage of its principal amount) as at 11.00 a.m. (in the principal financial centre of the Specified Currency) on such Reset Determination Date and, if relevant, on a dealing basis for settlement that is customarily used at such time and quoted in writing to the Calculation Agent by such Reference Government Bond Dealer;

"**Reset Date**" means the First Reset Date and each Subsequent Reset Date specified as such in the applicable Final Terms (as applicable);

"**Reset Determination Date**" means, in respect of a Reset Period, each date specified as such in the applicable Final Terms or, if none is so specified, (i) if the Specified Currency is Sterling or Renminbi, the first Business Day of such Reset Period, (ii) if the Specified Currency is Euro, the day falling two Business Days prior to the first day of such Reset Period, (iii) if the Specified Currency is U.S. dollars, the day falling two U.S. Government Securities Business Days prior to the first day of such Reset Period, (iv) for any other Specified Currency, the day falling two Business Days in the principal financial centre for such Specified Currency prior to the first day of such Reset Period;

"**Reset Period**" means the First Reset Period or a Subsequent Reset Period, as the case may be;

"**Reset Reference Bank Rate**" means the percentage rate determined on the basis of the Mid-Swap Quotations provided by the Reset Reference Banks to the Calculation Agent at or around 11.00 a.m. in the principal financial centre of the Specified Currency on the relevant Reset Determination Date and,

rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards). If at least four quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the rounded quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be (i) in the case of each Reset Period other than the Reset Period commencing on the First Reset Date, the Mid-Swap Rate in respect of the immediately preceding Reset Period or, (ii) in the case of the Reset Period commencing on the First Reset Date, an amount equal to the Initial Rate of Interest less the Margin;

"**Reset Reference Banks**" means five leading swap dealers in the principal interbank market relating to the Specified Currency selected by the Calculation Agent in its discretion after consultation with the Issuer;

"**Reset Reference Bond**" means for any Reset Period a government security or securities issued by the government of the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer (after consultation with an investment bank or financial institution of international repute determined to be appropriate by the Issuer, which, for avoidance of doubt, could be the Calculation Agent) as having the nearest actual or interpolated maturity comparable with the relevant Reset Period and that (in the opinion of the Issuer) would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issuances of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the relevant Reset Period;

"**Reset Reference Rate**" means, in relation to a Reset Determination Date and subject to Condition 3(b)(ii), as applicable (i) the Mid-Swap Rate, or (ii) the Reference Bond Rate, as specified in the applicable Final Terms;

"**Second Reset Date**" means the date specified as such in the applicable Final Terms;

"**SOFR**" means the Secured Overnight Financing Rate;

"**SONIA**" means the Sterling Overnight Index Average;

"**Subsequent Reset Date**" means the date or dates specified in the applicable Final Terms;

"**Subsequent Reset Period**" means the period from and including the first Subsequent Reset Date to but excluding the next Subsequent Reset Date (or, if none, the Maturity Date), and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date (or, if none, the Maturity Date);

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 3(b)(ii), as applicable, the rate of interest (which rate, if not calculated on the basis of a Reset Reference Rate with the same frequency of payments as the Notes, shall be converted in accordance with market convention to a rate with the frequency with which scheduled interest payments are payable on the Fixed Rate Reset Notes or, if market convention is for the Reset Reference Rate first to be so converted, the Reset Reference Rate for the purposes of determining the Subsequent Reset Rate of Interest shall be the Reset Reference Rate as so converted without any further such conversion) determined by the Calculation Agent on the relevant Reset Determination Date corresponding to such Subsequent Reset Period as the sum of the relevant Reset Reference Rate plus the relevant Margin;

"**Swap Rate Period**" means the period specified as such in the applicable Final Terms; and

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

*(c) Interest on Floating Rate Notes*

(i) *Interest Payment Dates*

Each Floating Rate Note bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with 3(g) (*Calculations*).

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

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms, and the provisions below shall apply.

(A) The Rate of Interest for each Interest Accrual Period will, subject as provided in this Condition 3(c)(ii), Condition 3(e) (*Margin, Maximum Rate of Interest, Minimum Rates of Interest, Callable Amounts and Rounding*) and Condition 3(l) (*Benchmark replacement*), be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in question as determined by the Calculation Agent.

(B) If the Reference Rate is specified in the applicable Final Terms to be EURIBOR, where:

(1) five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations; or

(2) the Relevant Screen Page is not available or if Condition 3(c)(ii)(A)(1) above applies and no such offered quotation appears on the Relevant Screen Page or if Condition 3(c)(ii)(A)(1) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request the principal Eurozone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at the Relevant Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent.

(3) If paragraph (2) above applies, the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered at the Relevant Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Eurozone inter-bank market or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which at the Relevant Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Calculation Agent suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Eurozone inter-bank market provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

(C) If the Reference Rate is Constant Maturity Swap ("**CMS**") and no quotation appears on the Relevant Screen Page at the Relevant Time on the relevant Interest Determination Date, then the Rate of Interest will be determined on the basis of the mid-market annual swap rate quotations provided by five leading swap dealers in the European inter-bank market at approximately the Relevant Time on the relevant Interest Determination Date. The Calculation Agent will select the five swap dealers in its sole discretion and will request each of those dealers to provide a quotation of its rate in accordance with market practice. If at least three quotations are provided, the Rate of Interest for the relevant Interest Period will be the arithmetic mean of the quotations, eliminating the highest and lowest quotations or, in the event, of equality, one of the highest and one of the lowest quotations. If fewer than three quotations are provided, the Calculation Agent will determine the Rate of Interest in its sole discretion.

*(d) Accrual of Interest*

Interest (if any) shall cease to accrue on each Note (or in the case of the redemption of part only of a Note, that part only of such Note) on the due date for redemption thereof unless payment of principal is improperly withheld or refused or unless default is otherwise made in respect of payment, in which event, interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 3 to (but excluding) the Relevant Date (as defined in Condition 4(m) (*Definitions*)).

*(e) Margin, Maximum Rate of Interest, Minimum Rates of Interest, Callable Amounts and Rounding*

(i) If any Margin is specified in the applicable Final Terms (either (A) generally, (B) in relation to one or more Interest Accrual Periods or (C) in relation to one or more Reset Periods), an adjustment shall, unless the relevant Margin has already been taken into account in determining such Rate of Interest, be made to all Rates of Interest, in the case of (A), or the Rates of Interest for the specified Interest Accrual Periods or Reset Periods, in the case of (B) or (C), calculated, in each case, in accordance with Condition 3(b) (*Interest on Fixed Rate Reset Notes*) above by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin subject always (in the case of Floating Rate Notes only) to the next paragraph.

(ii) If any Maximum Rate of Interest or Minimum Rate of Interest or Callable Amount is specified in the Final Terms in relation to one or more Interest Accrual Periods, then any Rate of Interest or Callable Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (A) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (B) all figures shall be rounded to seven significant figures (with halves being rounded up) and (C) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded down). For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country of such currency.

*(f) Business Day Convention*

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

(i) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless, except in relation to the Maturity Date or any applicable date for early redemption, it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen;

(ii) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;

(iii) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless, except in relation to the Maturity Date or any applicable date for early redemption, it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or

(iv) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

*(g) Calculations*

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual

Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be applied to the period for which interest is required to be calculated.

*(h) Computation of time*

Where these Conditions refer to any computation of a term or period of time, Article 1.7 of the Belgian Civil Code shall not apply to the extent inconsistent with these Conditions.

*(i) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts and Optional Redemption Amounts*

The Calculation Agent shall as soon as practicable on each Interest Determination Date, Reset Determination Date or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period (or, if determining the First Reset Rate of Interest or a Subsequent Reset Rate of Interest in respect of Fixed Rate Reset Notes, the Interest Amount for each Interest Accrual Period falling within the relevant Reset Period), calculate the Final Redemption Amount(s), Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount(s), Early Redemption Amount or Optional Redemption Amount to be notified to the Agent, the Issuer, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange or admitted to listing by another relevant authority and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date is subject to adjustment pursuant to Condition 3(f) (*Business Day Convention*), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and repayable under Condition 10 (*Senior Notes – Events of Default and Enforcement*), the accrued interest and the Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding on all parties.

*(j) Definitions*

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Belgian Civil Code**" means the Belgian *Burgerlijk Wetboek/Code Civil* of 13 April 2019.

"**Business Day**" means a day other than a Saturday or Sunday:

(i) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Belgium and in each Additional Business Centre specified in the applicable Final Terms; and

(ii) which, if payment of any amount in respect of any Note is due, is a Payment Day (as defined in Condition 5(f) (*Non-Payment Days*)).

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/365**" or "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D2 will be 30;

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

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

where:

"**Y1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30; and

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

(A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in such Calculation Period divided by the product of:

(x) the number of days in such Determination Period; and

(y) the number of Determination Periods normally ending in any year; or

(B) if the Calculation Period is longer than one Determination Period, the sum of:

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (i) the number of days in such

Determination Period and (ii) the number of Determination Periods normally ending in any year; and

(y) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (i) the number of days in such Determination Period and (ii) the number of Determination Periods normally ending in any year;

where:

"**Determination Period**" means the period from and including a Determination Date (as specified in the applicable Final Terms) in any year to but excluding the next Determination Date; and

"**Determination Date**" means the date specified as such in the applicable Final Terms or, if specified as not applicable in the applicable Final Terms, the Interest Payment Date.

"**Euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

"**Eurozone**" means the region comprising member states of the European Union that adopt or have adopted the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Interest Accrual Period**" means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the Notes become due and payable in accordance with Condition 10, shall be the date on which the Notes become due and payable).

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the applicable Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the applicable Final Terms as being payable on the Interest Payment Date on which the Interest Period of which such Interest Accrual Period forms part ends; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Basis**" means the interest basis specified in the applicable Final Terms.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the applicable Final Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling, (ii) the day falling two Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro, (iii) if the Specified Currency is Euro or if the specified Relevant Screen Page is a EURIBOR rate, the second day on which the TARGET2 System is open prior to the start of such Interest Accrual Period; and (iv) if the specified Relevant Screen Page is a CMS rate, the second day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Frankfurt prior to the start of such Interest Accrual Period.

"**Interest Payment Date**" means each date specified as an Interest Payment Date(s) in the applicable Final Terms or, in respect of Floating Rate Notes, if Specified Interest Payment Date(s) is/are set out in the applicable Final Terms as not applicable, each date which falls the number of months or other period set out in the applicable Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date unless otherwise specified in the applicable Final Terms.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions in the applicable Final Terms.

"**Reference Banks**" means in the case of a determination of EURIBOR, the principal Eurozone office of four major banks in the Eurozone inter-bank market, in each case selected by the Calculation Agent.

"**Reference Rate**" means the rate specified as such in the applicable Final Terms.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

"**Relevant Time**" means if the Reference Rate is EURIBOR, 11.00 a.m. (Brussels time), if the Reference Rate is CMS, 11.00 a.m. (Frankfurt time) or as otherwise specified in the applicable Final Terms.

"**Specified Currency**" means the currency specified in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated.

"**TARGET2 System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer System or any successor or replacement for that system.

*(k) Calculation Agent*

The Issuer shall procure that there shall at all times be one or more Calculation Agents appointed if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or Reset Period or to calculate any Interest Amount, Final Redemption Amount(s), Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money or swap market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

*(l) Benchmark replacement*

Without prejudice to the other provisions in this Condition 3, if the Issuer determines that a Benchmark Event occurs in relation to the relevant Reference Rate or Mid-Swap Rate (as applicable) specified in the applicable Final Terms when any Rate of Interest (or the relevant component part thereof) remains

to be determined by reference to such Reference Rate or Mid-Swap Rate (as applicable), then the following provisions shall apply to the relevant Notes:

(i) the Issuer shall use reasonable endeavours, as soon as reasonably practicable, to appoint an Independent Adviser to advise the Issuer in determining (without any requirement for the consent or approval of the Noteholders) (A) a Successor Rate or, failing which, an Alternative Reference Rate, for purposes of determining the Rate of Interest (or the relevant component part thereof) applicable to the Notes and (B) in either case, an Adjustment Spread;

(ii) if the Issuer is unable to appoint an Independent Adviser prior to the IA Determination Cut-Off Date, the Issuer (acting in good faith and in a commercially reasonable manner) may still determine (A) a Successor Rate or, failing which, an Alternative Reference Rate and (B) in either case, an Adjustment Spread in accordance with this Condition 3(l);

(iii) if a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) is determined in accordance with paragraph (i) or (ii) above, such Successor Rate or, failing which, Alternative Reference Rate (as applicable) shall be the Reference Rate or Mid-Swap Rate (as applicable) for each of the future Interest Periods or Reset Periods (as applicable) (subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(l));

(iv) the Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or Alternative Reference Rate (as applicable). If the Issuer, following consultation with the Independent Adviser, is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread;

(v) if the Issuer, following consultation with the Independent Adviser (if any), determines a Successor Rate or, failing which, an Alternative Reference Rate (as applicable) in accordance with the above provisions, the Issuer may (without any requirement for the consent or approval of the Noteholders) also specify changes to these Conditions and/or the Agency Agreement in order to ensure the proper operation of such Successor Rate or Alternative Reference Rate (as applicable) and, in either case, the applicable Adjustment Spread, including, but not limited to, (A) the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date, Reset Determination Date and/or the definition of Reference Rate or Mid-Swap Rate applicable to the Notes and (B) the method for determining the fallback rate in relation to the Notes. For the avoidance of doubt, the Agent and any other agents party to the Agency Agreement shall, at the direction and expense of the Issuer, effect such consequential amendments to the Agency Agreement and these Conditions as may be required in order to give effect to the application of this Condition 3(l). No consent shall be required from the Noteholders in connection with determining or giving effect to the Successor Rate or Alternative Reference Rate (as applicable) or such other changes, including for the execution of any documents or other steps to be taken by the Agent and any other agents party to the Agency Agreement (if required or useful); and

(vi) the Issuer shall promptly, following the determination of any Successor Rate or Alternative Reference Rate (as applicable) and, in either case, the applicable Adjustment Spread, give notice thereof to the Agent, the Calculation Agent and, in accordance with Condition 16 (*Notices*), the Noteholders. Such notice shall specify the effective date(s) for such Successor Rate or Alternative Reference Rate (as applicable), the applicable Adjustment Spread and any consequential changes made to the Agency Agreement and these Conditions (if any),

*provided that* the determination of any Successor Rate or Alternative Reference Rate (as applicable) and, in either case, the applicable Adjustment Spread and any other related changes to the Notes, shall be made in accordance with the relevant Applicable Banking Regulations and/or the applicable Loss Absorption Regulations (if applicable).

An Independent Adviser appointed pursuant to this Condition 3(l) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Agent, the Calculation Agent or the Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 3(l).

Notwithstanding any other provision in this Condition 3(l), no Successor Rate or Alternative Reference Rate (as applicable) and, in either case, the applicable Adjustment Spread will be adopted, and no other amendments to the Conditions will be made pursuant to this Condition 3(l), if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result (i) in the Notes ceasing to be included, in whole or in part, in or counted towards the Tier 2 Capital of the Issuer on a solo and/or consolidated basis (in the case of Subordinated Tier 2 Notes) or (ii) in a change in the regulatory classification of the Notes giving rise to a Loss Absorption Disqualification Event (in the case of Senior Notes).

Without prejudice to the obligations of the Issuer under this Condition 3(l), the Reference Rate or Mid-Swap Rate (as applicable) and the other provisions in this Condition 3 will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or Alternative Reference Rate (as applicable), the applicable Adjustment Spread and any consequential changes made to the Agency Agreement and the Conditions (if any).

For the purposes of this Condition 3(l):

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Reference Rate (as applicable) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Reference Rate or Mid-Swap Rate (as applicable) with the Successor Rate by any Relevant Nominating Body; or

(ii) in the case of a Successor Rate for which no such recommendation has been made or in the case of an Alternative Reference Rate, the Issuer, following consultation with the Independent Adviser (if any) determines is customarily applied to the relevant Successor Rate or Alternative Reference Rate (as applicable) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate or Mid-Swap Rate (as applicable); or

(iii) if the Issuer determines that no such spread is customarily applied, the Issuer, following consultation with the Independent Adviser (if any), determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate or Mid-Swap Rate (as applicable), where such rate has been replaced by the Successor Rate or the Alternative Reference Rate (as applicable).

"**Alternative Reference Rate**" means the rate that the Issuer determines has replaced the relevant Reference Rate or Mid-Swap Rate (as applicable) and is customarily applied in the international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in respect of bonds denominated in the Specified Currency of the Notes and of a comparable duration to the relevant Interest Period or Reset Period (as applicable), or, if the Issuer determines that

there is no such rate, such other rate as the Issuer determines in its discretion is most comparable to the relevant Reference Rate or Mid-Swap Rate (as applicable).

"**Benchmark Event**" means:

(i) the relevant Reference Rate or Mid-Swap Rate (as applicable) ceasing to exist or be published on a permanent or indefinite basis as a result of the Reference Rate or Mid-Swap Rate (as applicable) ceasing to be calculated or administered; or

(ii) a public statement by the administrator of the relevant Reference Rate or Mid-Swap Rate (as applicable) stating that it has ceased or that it will cease to publish the relevant Reference Rate or Mid-Swap Rate (as applicable), permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the relevant Reference Rate or Mid-Swap Rate (as applicable)); or

(iii) a public statement by the supervisor of the administrator of the relevant Reference Rate or Mid-Swap Rate (as applicable) stating that the relevant Reference Rate or Mid-Swap Rate (as applicable) has been or will be permanently or indefinitely discontinued; or

(iv) a public statement by the supervisor or the administrator of the relevant Reference Rate or Mid-Swap Rate (as applicable) that means that the relevant Reference Rate or Mid-Swap Rate (as applicable) will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same shall be applicable to the Notes; or

(v) the making of a public statement by the supervisor of the administrator of the relevant Reference Rate or Mid-Swap Rate (as applicable) that the relevant Reference Rate or Mid-Swap Rate (as applicable) is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market, in circumstances where the same shall be applicable to the Notes; or

(vi) it has or will, prior to the next Interest Determination Date or Reset Determination Date, as applicable, become unlawful for the Issuer, the Agent, the Calculation Agent or any other agents party to the Agency Agreement to calculate any payments due to be made to any Noteholders using the relevant Reference Rate or Mid-Swap Rate (as applicable),

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Reference Rate or Mid-Swap Rate (as applicable) or the discontinuation of the Reference Rate or Mid-Swap Rate (as applicable), (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of the use of the Reference Rate or Mid-Swap Rate (as applicable) and (c) in the case of sub-paragraph (v) above, on the date with effect from which the relevant Reference Rate or Mid-Swap Rate (as applicable) will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date referred to in limbs (a), (b) or (c) above, as applicable).

"**IA Determination Cut-Off Date**" means no later than five Business Days prior to the relevant Interest Determination Date or Reset Determination Date (as applicable) relating to the next succeeding Interest Period or Reset Period (as applicable).

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser experienced in the international debt capital markets, in each case selected and appointed by the Issuer at its own expense.

"**Relevant Nominating Body**" means, in respect of a Reference Rate or Mid-Swap Rate:

(i) the central bank for the currency to which the Reference Rate or Mid-Swap Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate or Mid-Swap Rate; or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the Reference Rate or Mid-Swap Rate relates, (B) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate or Mid-Swap Rate, (C) a group of the aforementioned central banks or other supervisory authorities or (D) the Financial Stability Board or any part thereof.

"**Successor Rate**" means the rate that the Issuer determines is a successor to, or replacement of, the Reference Rate or Mid-Swap Rate (as applicable) which is formally recommended by any Relevant Nominating Body.

## 4 Redemption, Purchase and Options

*(a) Final Redemption*

Unless previously redeemed or purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which is its nominal amount, unless otherwise provided in the applicable Final Terms).

Unless otherwise permitted by the Applicable Banking Regulations, Subordinated Tier 2 Notes constituting Tier 2 Capital will have a minimum maturity of five years.

*(b) Redemption upon the occurrence of a Tax Event*

If the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the Issuer may, at its option and (subject, (i) in the case of Subordinated Tier 2 Notes, to Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*) or (ii) in the case of Senior Notes, to Condition 4(k) (*Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*)), having given not less than 15 nor more than 45 days' notice to the Noteholders in accordance with Condition 16 (*Notices*) (which notice shall, subject as provided in Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*) and Condition 4(k) (*Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*), be irrevocable), redeem all, but not some only, of the Notes outstanding on (if the Notes are Floating Rate Notes) the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time, at the Early Redemption Amount, together with any accrued and unpaid interest up to (but excluding) the date fixed for redemption and any additional amounts payable in accordance with Condition 8 (*Taxation*), if, at any time, a Tax Event has occurred, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which (i) the Issuer would be obliged to pay any additional amounts in case of a Tax Gross-up Event, and (ii) a payment in respect of the Notes would not be deductible by the Issuer for Belgian corporate income tax purposes or such deduction would be reduced in case of a Tax Deductibility Event, in each case, were a payment in respect of the Notes then due.

The Issuer shall deliver to the Agent an opinion of an independent legal adviser of recognised standing to the effect that a Tax Event exists.

No failure to exercise, nor any delay in exercising, any right by the Issuer under this Condition 4(b) shall operate as a waiver.

A "**Tax Event**" shall be deemed to have occurred if as a result of a Tax Law Change:

(A) in making payments under the Notes, the Issuer has or will on or before the next Interest Payment Date or the Maturity Date (as applicable) become obliged to pay additional amounts in respect of interest on the Notes (but not principal or any other amount) as provided or referred to in Condition 8 (*Taxation*) (and such obligation cannot be avoided by the Issuer taking reasonable measures available to it) (a "**Tax Gross-up Event**"); or

(B) on the next Interest Payment Date or the Maturity Date any payments by the Issuer in respect of the Notes cease (or will cease) to be deductible by the Issuer for Belgian corporate income tax purposes or such deductibility is reduced (a "**Tax Deductibility Event**").

In these Conditions, a "**Tax Law Change**" means any change or proposed change in, or amendment or proposed amendment to, the laws or regulations of Belgium, including any treaty to which Belgium is a party, or any change in the application or official interpretation of such laws or regulations, including a decision of any court, or any interpretation or pronouncement by any relevant tax authority, which change or amendment (x) (subject to (y)) becomes, or would become, effective on or after the Issue Date, or (y) in the case of a change or proposed change in law, if such change is enacted (or, in the case of a proposed change, is expected to be enacted) on or after the Issue Date.

*(c) Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*

If, in the case of Subordinated Tier 2 Notes, Capital Disqualification Event and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the Issuer may at its option but subject to Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*), having given not less than 15 nor more than 45 days' notice in accordance with Condition 16 (*Notices*), redeem all but not some only of the Subordinated Tier 2 Notes at any time at the Early Redemption Amount, together (if applicable) with any accrued and unpaid interest up to (but excluding) the date fixed for redemption if a Capital Disqualification Event has occurred and is continuing.

In these Conditions:

A "**Capital Disqualification Event**" will occur if at any time the Issuer determines that as a result of a change (or prospective future change which the Relevant Regulator considers to be sufficiently certain) to the regulatory classification of the relevant Series of Subordinated Tier 2 Notes, in any such case becoming effective on or after the Issue Date of the last Tranche of Notes, such Subordinated Tier 2 Notes cease (or would cease) to be included, in whole or in part, in, or count towards the Tier 2 Capital of the Issuer (other than as a result of any applicable limitation on the amount of such capital that the Issuer can count towards its capital requirements as applicable to the Issuer).

"**Group**" means KBC Group NV and its subsidiaries from time to time.

*(d) Redemption at the Option of the Issuer*

If the Issuer Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the Issuer may at its option (subject, (i) in the case of Subordinated Tier 2 Notes, to Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*) and (ii) in the

case of Senior Notes, to Condition 4(k) (*Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*)), on giving not less than 15 nor more than 45 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms), which notice may be expressed to be conditional on one or more conditions specified therein, redeem all or, if so provided, some only of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 4(f) (*Early Redemption Amounts*) below)), together with interest accrued to the date fixed for redemption. In the case of a redemption of Notes in part, any such redemption must, if so specified in the applicable Final Terms, relate to Notes of a nominal amount at least equal to the Minimum Callable Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Callable Amount to be redeemed specified in the applicable Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 4.

If a notice of redemption is expressed to be conditional, the Issuer shall notify the Noteholders at least 5 calendar days before the date fixed for redemption whether such condition or conditions have been satisfied or waived (or such other period as may be specified in the applicable Final Terms).

In the case of a partial redemption or a partial exercise of an Issuer's option, the Notes to be redeemed will be selected in accordance with the Securities Settlement System Regulations.

*(e) Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*

If, in the case of Senior Notes, Loss Absorption Disqualification Event and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the relevant Senior Notes may on or after the date specified in the applicable Final Terms be redeemed at the option of the Issuer (but subject to Condition 4(k) (*Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*)) in whole, but not in part, on (if the Notes are Floating Rate Notes) the next Interest Payment Date or (if the Notes are not Floating Rate Notes) at any time, on giving not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 16 (*Notices*) (which notice shall be irrevocable), if the Issuer determines that a Loss Absorption Disqualification Event has occurred and is continuing.

Upon the expiration of such notice, the Issuer shall be bound to redeem such Notes at their Early Redemption Amount (as determined in accordance with Condition 4(f) (*Early Redemption Amounts*) below) together (if applicable) with any accrued and unpaid interest up to (but excluding) the date fixed for redemption.

As used in this Condition 4(e), a "**Loss Absorption Disqualification Event**" shall be deemed to have occurred if:

(i) at the time that any Loss Absorption Regulation becomes effective, and as a result of such Loss Absorption Regulation becoming so effective, in each case with respect to the Issuer and/or the Group, the Notes do not or (in the opinion of the Issuer or the Relevant Regulator) are likely not to qualify in full towards the Issuer's and/or the Group's minimum requirements for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments; or

(ii) as a result of any amendment to, or change in, any Loss Absorption Regulation, or any change in the application or official interpretation of any Loss Absorption Regulation, in any such case becoming effective on or after the Issue Date of the last Tranche of the Notes, the Notes are or

(in the opinion of the Issuer or the Relevant Regulator) are likely to be fully or partially excluded from the Issuer's and/or the Group's minimum requirements for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments,

in each case as such minimum requirements are applicable to the Issuer and/or the Group and determined in accordance with, and pursuant to, the relevant Loss Absorption Regulations; *provided that* in the case of (i) and (ii) above, a Loss Absorption Disqualification Event shall not occur where the exclusion of the Notes from the relevant minimum requirement(s) (a) was reasonably foreseeable at the Issue Date of the last Tranche of Notes or (b) is due to the remaining maturity of the Notes being less than any period prescribed by the applicable Loss Absorption Regulations effective as at the Issue Date of the last Tranche of the Notes or (c) is due to any restriction on the amount of liabilities that can count towards the Issuer's and/or the Group's minimum requirements for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments or (d) is as a result of the relevant Notes being bought back by or on behalf of the Issuer or a buy back of the relevant Notes which is funded by or on behalf of the Issuer or (e) is due to the relevant Senior Notes not meeting any requirement in relation to their ranking upon insolvency of the Issuer.

"**Loss Absorption Regulations**" means, at any time, the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments of the Kingdom of Belgium, the Relevant Regulator, the Resolution Authority, the Financial Stability Board and/or of the European Parliament or of the Council of the European Union then in effect in the Kingdom of Belgium including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by the Relevant Regulator and/or the Resolution Authority from time to time (whether or not such regulations, requirements, guidelines, rules, standards or policies are applied generally or specifically to the Issuer or to the Group).

"**Resolution Authority**" means the Single Resolution Board ("**SRB**") (established pursuant to the Regulation 806/2014 of the European Parliament and the Council of 15 July 2014 relating to the Single Resolution Mechanism) and, where relevant, the resolution college of the National Bank of Belgium (within the meaning of Article 21*ter* of the Act of 22 February 1998 establishing the organic statute of the National Bank of Belgium) or any successor or replacement entity having responsibility for the recovery and resolution of the Issuer.

*(f) Early Redemption Amounts*

The Early Redemption Amount payable in respect of any Note, upon redemption of such Note pursuant to Condition 4(b) (*Redemption upon the occurrence of a Tax Event*), Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*), Condition 4(d) (*Redemption at the Option of the Issuer*) or Condition 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*) shall be the Final Redemption Amount(s) unless otherwise specified in the applicable Final Terms.

*(g) Directors' Certificate*

Prior to the publication of any notice of redemption pursuant to this Condition 4 (other than redemption at the option of the Issuer pursuant to Condition 4(d) (*Redemption at the Option of the Issuer*)), the Issuer shall deliver to the Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions

precedent to the right of the Issuer so to redeem have occurred, including (in the case of a Tax Event, a Capital Disqualification Event or a Loss Absorption Disqualification Event (as applicable)) that a Tax Event (as defined in Condition 4(b) (*Redemption upon the occurrence of a Tax Event*) above), a Capital Disqualification Event (as defined in Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*) above) or a Loss Absorption Disqualification Event (as defined in Condition 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*) above) exists.

*(h) Purchases*

The Issuer or any of its subsidiaries may at any time, but is not obliged to, purchase Notes in the open market or otherwise at any price. Any Notes so purchased or otherwise acquired may, at the Issuer's discretion, be held or resold or, at the option of the Issuer, surrendered to the Agent for cancellation.

This Condition 4(h) shall apply in the case of Senior Notes or Subordinated Tier 2 Notes to the extent such purchases of Senior Notes or Subordinated Tier 2 Notes are not prohibited by the applicable Loss Absorption Regulations and/or Applicable Banking Regulations, as applicable, and subject to the conditions set out in Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*).

*(i) Cancellation*

All Notes which are redeemed or purchased by or on behalf of the Issuer or otherwise acquired as aforesaid and surrendered to the Agent for cancellation will forthwith be cancelled. All Notes so cancelled cannot be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

*(j) Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*

Any optional redemption of Subordinated Tier 2 Notes pursuant to Condition 4(b) (*Redemption upon the occurrence of a Tax Event*), Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*) or Condition 4(d) (*Redemption at the Option of the Issuer*) and any purchase of Subordinated Tier 2 Notes pursuant to Condition 4(h) (*Purchases*) is subject to the following conditions (in each case only if and to the extent then required by Applicable Banking Regulations):

(i) compliance with any conditions prescribed under Applicable Banking Regulations and/or the applicable Loss Absorption Regulations, including the prior approval of the Relevant Regulator (if required) and such prior approval not having been revoked by the relevant date of such redemption or purchase;

(ii) in respect of any redemption of the relevant Subordinated Tier 2 Notes proposed to be made prior to the fifth anniversary of the Issue Date, (a) in the case of redemption following the occurrence of a Tax Event, the Issuer having demonstrated to the satisfaction of the Relevant Regulator that (A) the Tax Law Change was not reasonably foreseeable as at the Issue Date of the last Tranche of the Notes and (B) the Tax Law Change is material or (b) in the case of redemption following the occurrence of a Capital Disqualification Event, the Issuer having demonstrated to the satisfaction of the Relevant Regulator that the relevant change was not reasonably foreseeable by the Issuer as at the Issue Date of the last Tranche of the Notes; and

(iii) compliance by the Issuer with any alternative or additional pre-conditions to the redemption or purchase of the relevant Subordinated Tier 2 Notes, set out in the Applicable Banking Regulations for the time being or required by the Relevant Regulator.

*(k) Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*

Any optional redemption of Senior Notes pursuant to Condition 4(b) (*Redemption upon the occurrence of a Tax Event*), 4(d) (*Redemption at the Option of the Issuer*) or 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*) and any purchase of Senior Notes pursuant to Condition 4(h) (*Purchases*) will be subject to the following conditions (in each case only if and to the extent then required by the applicable Loss Absorption Regulations):

(i) compliance with any conditions prescribed under the applicable Loss Absorption Regulations, including the prior approval of the Resolution Authority (if required) and such prior approval not having been revoked by the relevant date of such redemption or purchase; and

(ii) compliance by the Issuer with any alternative or additional pre-conditions to the redemption or purchase of the relevant Senior Notes, set out in the applicable Loss Absorption Regulations for the time being or required by the Resolution Authority.

*(l) Notices Final*

Subject to Condition 4(j) (*Conditions to Redemption and Purchase of Subordinated Tier 2 Notes*) or Condition 4(k) (*Additional conditions to Redemption and Purchase of Senior Notes prior to their Maturity Date*), upon the expiry of any notice period as is referred to in Condition 4(b) (*Redemption upon the occurrence of a Tax Event*), Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*), Condition 4(d) (*Redemption at the Option of the Issuer*) and Condition 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*) the Issuer shall be bound to redeem the Notes to which the notice refers in accordance with the terms of such Condition, provided that, in the case of any conditional notice of redemption delivered pursuant to Condition 4(d) (*Redemption at the Option of the Issuer*), the relevant condition or conditions have been satisfied or waived by the Issuer.

*(m) Definitions*

As used in these Conditions, the "**Relevant Date**" in respect of any payment means the date on which such payment first becomes due or (if the full amount of the moneys payable has not been duly received by the Agent on or prior to such date) the date on which notice is given to the Noteholders that such moneys have been so received.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and all other amounts in the nature of principal payable pursuant to this Condition 4 or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 3 (*Interest and other calculations)* or any amendment or supplement to it and (iii) "**interest**" shall be deemed to include any additional amounts in respect of interests on the Notes that may be payable under Condition 8 (*Taxation*).

## 5 Payments

*(a) Payment in euro and other currencies which can be made through the Securities Settlement System*

Without prejudice to the Belgian Companies and Associations Code, payment of principal in respect of the Notes, payment of accrued interest payable on a redemption of the Notes and payment of any interest due on an Interest Payment Date in respect of the Notes will be made through the Securities Settlement System in accordance with the Securities Settlement System Regulations. The payment obligations of the Issuer under the Notes will be discharged by payment to the NBB in respect of each amount so paid.

*(b) Payment in other currencies which cannot be made through the Securities Settlement System*

Without prejudice to the Belgian Companies and Associations Code, payment of principal in respect of the Notes, payment of accrued interest payable on a redemption of the Notes and payment of any interest due on an Interest Payment Date in respect of the Notes will be made through the Agent.

*(c) Method of payment*

Each payment in euro will be made in euro by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in a city in which banks have access to the TARGET2 System. Each payment in a Specified Currency other than euro will be made in the relevant Specified Currency by credit or transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency.

*(d) Payments subject to fiscal laws*

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws or agreements to which the Issuer or the Agent agrees to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements, but without prejudice to the provisions of Condition 8 (*Taxation*). No commission or expenses shall be charged to the Noteholders in respect of such payments. The Issuer reserves the right to require a Noteholder to provide the Agent with such certification or information as may be required to enable the Issuer to comply with the requirements of the United States federal income tax laws or any agreement between the Issuer and any taxing authority.

*(e) Appointment of Agents*

Any additional Agent or Calculation Agent appointed by the Issuer with respect to a Tranche of Notes and their respective specified offices are listed in the applicable Final Terms. The Agent and the Calculation Agent act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Agent or the Calculation Agent provided that the Issuer shall at all times maintain (i) an Agent which is a Participant in the Securities Settlement System, (ii) a Calculation Agent where the Conditions so require, and (iii) such other agents as may be required by any other stock exchange on which the Notes may be listed. Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

*(f) Non-Payment Days*

If any date for payment in respect of any Note is not a Payment Day, the holder shall not be entitled to payment until the next following Payment Day in the relevant place nor to any interest or other sum in respect of such postponed payment. For these purposes, "**Payment Day**" means any day which (subject to Condition 9 (*Prescription*)) is:

(i) if a payment is to be made through the Securities Settlement System and is to be settled in a T2S settlement-currency on that day, a day (other than a Saturday or Sunday) on which the Securities Settlement System and the TARGET2 System are operating; or

(ii) if a payment is to be made through the Securities Settlement System and is to be settled in a non T2S settlement currency on that day, a day (other than a Saturday or Sunday) on which the Securities Settlement System is operating; or

(iii) if a payment is to made outside the Securities Settlement System, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Wellington, respectively).

## 6 Subordinated Tier 2 Notes – Substitution or Variation following a Capital Disqualification Event

In the case of Subordinated Tier 2 Notes in relation to which Capital Disqualification Event Variation and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, then, following a Capital Disqualification Event (as defined in Condition 4(c) (*Redemption of Subordinated Tier 2 Notes following the occurrence of a Capital Disqualification Event*)) which is continuing, or in order to ensure the effectiveness and enforceability of Condition 18(c), the Issuer may, subject to the other provisions of this Condition 6 (without any requirement for the consent or approval of the Noteholders (subject to the notice requirements below)) substitute or vary the terms of all (but not some only) of the Subordinated Tier 2 Notes so that they remain or, as appropriate, become, Qualifying Securities.

In connection with any substitution or variation in accordance with this Condition 6, the Issuer shall comply with the rules of any stock exchange on which such Notes are for the time being listed or admitted to trading.

Any substitution or variation in accordance with this Condition 6 is subject to (i) compliance with the Applicable Banking Regulations, (ii) the Issuer obtaining the permission therefor from the Relevant Regulator, provided that at the relevant time such permission is required to be given, and such permission not having been revoked by the relevant date of such substitution or variation; and (iii) the Issuer giving not less than 15 nor more than 45 calendar days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 16 (*Notices*). Any such notice shall specify the relevant details of the manner in which such variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the relevant Series of Subordinated Tier 2 Notes.

Any substitution or variation in accordance with this Condition 6 does not otherwise give the Issuer an option to redeem the relevant Notes under the Conditions.

As used in this Condition 6:

"**Fitch**" means Fitch France S.A.S. or any affiliate thereof.

"**Moody's**" means Moody's France S.A.S. or any affiliate thereof.

"**Qualifying Securities**" means securities issued by the Issuer that:

(a) rank equally with the ranking of the Subordinated Tier 2 Notes;

(b) other than in respect of the effectiveness and enforceability of Condition 18(c), have terms not materially less favourable to Noteholders than the terms of the Subordinated Tier 2 Notes (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing, and provided that a certification to such effect of two Directors of the Issuer shall have been delivered to the Agent prior to the issue of the relevant securities);

(c) without prejudice to (b) above:

(1) contain terms such that they comply with the then Applicable Banking Regulations in relation to Tier 2 Capital;

(2) have the same principal amount as the principal amount of the Subordinated Tier 2 Notes and include terms which provide for the same Rate of Interest from time to time, Interest Payment Dates, Maturity Date and Early Redemption Amount(s) as apply from time to time to the relevant Series of Subordinated Tier 2 Notes immediately prior to such variation;

(3) shall preserve any existing rights under the Conditions to any accrued interest, principal and/or premium which has not been satisfied;

(4) do not contain terms providing for the mandatory or voluntary deferral of payments of principal and/or interest;

(5) do not contain terms providing for loss absorption through principal write down, write-off or conversion to ordinary shares (but without prejudice to any acknowledgement of the Bail-in Power substantially similar to Condition 18(c)); and

(6) are otherwise not materially less favourable to Noteholders;

(d) are listed on (i) the regulated market of Euronext Brussels or (ii) such other regulated market in the European Economic Area on which the Subordinated Tier 2 Notes were listed immediately prior to the relevant substitution or variation; and

(e) where the Subordinated Tier 2 Notes which have been varied or substituted had a solicited published rating from a Rating Agency immediately prior to their variation each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Subordinated Tier 2 Notes, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 18(c).

"**Rating Agency**" means each of Fitch, Moody's and S&P or their respective successors.

"**S&P**" means S&P Global Ratings Europe Limited or any affiliate thereof.

## 7 Senior Notes – Substitution or Variation following a Loss Absorption Disqualification Event

In the case of Senior Notes in relation to which Loss Absorption Disqualification Event Variation or Substitution and the Prohibition of Sales to Belgian Consumers are specified in the applicable Final Terms as applicable, then, following a Loss Absorption Disqualification Event (as defined in Condition 4(e) (*Redemption of Senior Notes following the occurrence of a Loss Absorption Disqualification Event*)) which is continuing, or in order to ensure the effectiveness and enforceability of Condition 18(c), the Issuer may, subject to the other provisions of this Condition 7 but without any requirement for the consent or approval of the Noteholders (subject to the notice requirements below), substitute all (but not some only) of such Series of Senior Notes or vary the terms of all (but not some only) of such Series of Senior Notes so that they remain or, as appropriate, become, Eligible Liabilities Instruments (as defined below).

In connection with any substitution or variation in accordance with this Condition 7, the Issuer shall comply with the rules of any stock exchange on which such Notes are for the time being listed or admitted to trading.

Any substitution or variation in accordance with this Condition 7 is subject to (i) compliance with the applicable Loss Absorption Regulations, (ii) the Issuer obtaining the permission therefor from the Relevant Regulator and/or Resolution Authority, if and to the extent required at such date, and such permission not having been revoked by the relevant date of such substitution or variation; and (iii) the Issuer giving not less than 15 nor more than 45 calendar days' notice to the Noteholders in accordance with Condition 16 (*Notices*), which notice shall be irrevocable. Any such notice shall specify the relevant details of the manner in which such variation

shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the relevant Series of Senior Notes.

Any substitution or variation in accordance with this Condition 7 does not otherwise give the Issuer an option to redeem the relevant Senior Notes under the Conditions.

For the purpose of this Condition 7, "**Eligible Liabilities Instruments**" means securities issued by the Issuer that:

(a) rank equally with the Senior Notes prior to the relevant substitution or variation;

(b) other than in respect of the effectiveness and enforceability of Condition 18(c), have terms not materially less favourable to Noteholders than the terms of the Senior Notes (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing, and provided that a certification to such effect of two Directors of the Issuer shall have been delivered to the Agent prior to the issue of the relevant securities or, in the case of a variation, the date such variation becomes effective);

(c) without prejudice to (b) above:

(A) contain terms which comply with the then applicable Loss Absorption Regulations;

(B) have the same principal amount as the principal amount of the Senior Notes and include terms which provide for the same (or, from a Noteholder's perspective, more favourable) Rate of Interest from time to time, Interest Payment Dates, Maturity Date and Early Redemption Amount(s) as apply from time to time to the relevant Series of Senior Notes immediately prior to such substitution or variation;

(C) are not immediately subject to a Loss Absorption Disqualification Event or Tax Event as a result of such substitution or variation;

(D) preserve any existing right under these Conditions to any accrued interest, principal and/or premium which has not been satisfied; and

(E) do not contain terms providing for loss absorption through principal write down, write-off or conversion to ordinary shares (but without prejudice to any acknowledgement of the Bail-in Power substantially similar to Condition 18(c)); and

(F) do not contain terms providing for the mandatory or voluntary deferral or cancellation of payments of principal and/or interest;

(d) are listed on (i) the regulated market of Euronext Brussels or (ii) such other regulated market in the European Economic Area as selected by the Issuer (to the extent that the Senior Notes were listed on the regulated market of Euronext Brussels or (ii) such other regulated market in the European Economic Area on which the Senior Notes were listed immediately prior to the relevant substitution or variation); and

(e) where the relevant Senior Notes which have been substituted or varied had a solicited credit rating immediately prior to their substitution or variation, have a solicited published rating equal to or higher than the solicited credit rating of the relevant Senior Notes prior to their substitution or variation ascribed to them or expected to be ascribed to them, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 18(c).

## 8 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by or within the Kingdom of Belgium or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law in respect of the Notes.

The Issuer will not be required to pay any additional or further amounts in respect of such withholding or deduction.

Notwithstanding the foregoing, if the Tax Call Option and the Prohibition of Sales to Belgian Consumers are specified as applicable in the Final Terms, the Issuer shall pay such additional amounts in respect of interests on the Notes (but not principal or any other amount) as shall result in receipt by the Noteholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note:

(i) to, or to a third party on behalf of, a Noteholder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note by reason of it having some connection with the Kingdom of Belgium other than the mere holding of the Note; or

(ii) where such withholding or deduction is imposed because the holder of the Note is not an eligible investor as referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax, as amended (an "**Eligible Investor**") (unless that person was an Eligible Investor at the time of its acquisition of the Note but has since ceased being an Eligible Investor by reason of a change in the Belgian tax laws or regulations or in the interpretation or application thereof or by reason of another change which was outside that person's control), or is an Eligible Investor but is not holding the Note in an exempt securities account with a qualifying clearing system in accordance with the Belgian law of 6 August 1993 relating to transactions in certain securities and its implementation decrees; or

(iii) to, or to a third party on behalf of, a Noteholder who is liable for such Taxes because the Notes were upon its request converted into registered form and could no longer be cleared through the Securities Settlement System; or

(iv) to, or to a third party on behalf of, a Noteholder who is entitled to avoid such deduction or withholding by making a declaration of non-residence or other similar claim for exemption.

Notwithstanding any other provision of the Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

## 9 Prescription

Claims against the Issuer for payment in respect of the Notes shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 4(m) (*Definitions*)) in respect of them.

## 10 Senior Notes – Events of Default and Enforcement

*(a) Senior Notes – Events of Default*

If the applicable Final Terms in respect of Senior Notes specify that this Condition 10(a) applies and if and only if any of the following events (each, an "**Event of Default**") occurs and is continuing:

(i) the Issuer fails to pay any principal or interest due in respect of the relevant Senior Notes when due and such failure continues for a period of 30 Business Days; or

(ii) the Issuer does not perform or comply with any one or more of its other obligations under these Conditions and the relevant Senior Notes or the Agency Agreement which default is incapable of remedy, or, if capable of remedy is not remedied within 90 Business Days after notice of such Event of Default shall have been given by any Noteholder to the Issuer or the Agent at its specified office; or

(iii) (a) proceedings are commenced against the Issuer, or the Issuer commences proceedings itself for bankruptcy or other insolvency proceedings of the Issuer falling under the applicable Belgian or foreign bankruptcy, insolvency or other similar law now or hereafter in effect (including Book XX of the Belgian Code of Economic Law), unless the Issuer defends itself in good faith against such proceedings and such a defence is successful, and a judgment in first instance (*eerste aanleg/première instance*) has rejected the petition within the framework of the proceedings within three months following the commencement of such proceedings, or (b) the Issuer is unable to pay its debts as they fall due (*staking van betaling/cessation de paiements*) under applicable law, or (c) the Issuer is announced bankrupt by an authorised court; or

(iv) an order is made or an effective resolution passed for the winding-up or dissolution or administration of the Issuer, except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation, following which the surviving entity assumes all rights and obligations of the Issuer (including the Issuer's rights and obligations under the Senior Notes); or

(v) an enforceable judgment (*uitvoerend beslag/saisie exécutoire*), attachment or similar proceeding is enforced against all or a substantial part of the assets of the Issuer and is not discharged, stayed or paid within 60 Business Days, unless the Issuer defends itself in good faith against such proceedings,

then any Senior Note may, by notice in writing given to the Issuer at its address of correspondence by the holder with a copy to the Agent at its specified office, be declared immediately due and payable whereupon it shall become immediately due and payable at its principal amount together with accrued interest (if any) without further formality unless such Event of Default shall have been remedied prior to the receipt of such notice by the Agent.

Without prejudice to the foregoing, holders of Senior Notes in respect of which this Condition 10(a) is specified as applicable, waive to the fullest extent permitted by law all their rights whatsoever pursuant to Article 5.90, second paragraph of the Belgian Civil Code.

*(b) Senior Notes – Enforcement*

If the applicable Final Terms in respect of Senior Notes specify that this Condition 10(b) applies, then, any holder of such Senior Notes may, without further notice, institute proceedings for the dissolution or liquidation of the Issuer in Belgium if default is made in the payment of any principal or interest due in

respect of such Senior Notes or any of them and such default continues for a period of 30 days or more after the due date.

In the event of the dissolution or liquidation (other than on a solvent basis) of the Issuer (including, without limiting the generality of the foregoing, bankruptcy (*faillissement/faillite*), and judicial or voluntary liquidation (*gerechtelijke of vrijwillige vereffening/liquidation forcée ou volontaire*) (other than a voluntary liquidation in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all liabilities of the Issuer), under the laws of Belgium), any holder of Senior Notes of the relevant Series may give written notice to the Issuer with a copy to the Agent at its specified office that the relevant Senior Note is, and it shall accordingly forthwith become, immediately due and repayable at its principal amount, together with interest accrued to the date of repayment.

For the avoidance of doubt, the Resolution Authority taking any resolution action (as defined in Article 242, 1° of the Belgian Banking Law) in respect of the Issuer or suspending any of the Issuer's payment or delivery obligations (in accordance with Article 244/2 of the Belgian Banking Law) shall not entitle the holders of the relevant Senior Notes to accelerate the Issuer's payment obligations thereunder.

No remedy against the Issuer other than as referred to in this Condition 10(b), shall be available to the holders of the relevant Senior Notes, whether for recovery of amounts owing in respect of the relevant Senior Notes or in respect of any breach by the Issuer of any of its obligations under or in respect of the relevant Senior Notes.

For the avoidance of doubt, the holders of the relevant Senior Notes in respect of which this Condition 10(b) is specified as applicable, waive to the fullest extent permitted by law (i) all their rights whatsoever pursuant to Articles 5.90 to 5.93 (inclusive) of the Belgian Civil Code to rescind (*ontbinden/résoudre*), or to demand legal proceedings for the rescission (*ontbinding/résolution*) of, the relevant Senior Notes, and (ii) to the extent applicable, all their rights whatsoever in respect of the relevant Senior Notes pursuant to Article 7:64 of the Belgian Companies and Associations Code.

## 11 Subordinated Tier 2 Notes – Enforcement

If default is made in the payment of any principal or interest due in respect of the Subordinated Tier 2 Notes or any of them and such default continues for a period of 30 days or more after the due date any holder may, without further notice, institute proceedings for the dissolution or liquidation of the Issuer in Belgium.

In the event of the dissolution or liquidation (other than on a solvent basis) of the Issuer (including, without limiting the generality of the foregoing, bankruptcy (*faillissement/faillite*), and judicial or voluntary liquidation (*gerechtelijke of vrijwillige vereffening/liquidation forcée ou volontaire*) (other than a voluntary liquidation in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all liabilities of the Issuer), under the laws of Belgium), any holder may give written notice to the Issuer with a copy to the Agent at its specified office that the relevant Subordinated Tier 2 Note is, and it shall accordingly forthwith become, immediately due and repayable at its principal amount, together with interest accrued to the date of repayment.

For the avoidance of doubt, the Resolution Authority taking any resolution action (as defined in Article 242, 1° of the Belgian Banking Law) in respect of the Issuer or suspending any of the Issuer's payment or delivery obligations (in accordance with Article 244/2 of the Belgian Banking Law) shall not entitle the holders of the relevant Tier 2 Notes to accelerate the Issuer's payment obligations thereunder.

No remedy against the Issuer other than as referred to in this Condition 11, shall be available to the holders of Subordinated Tier 2 Notes, whether for recovery of amounts owing in respect of the Subordinated Tier 2 Notes

or in respect of any breach by the Issuer of any of its obligations under or in respect of the Subordinated Tier 2 Notes.

For the avoidance of doubt, the holders of Subordinated Tier 2 Notes waive to the fullest extent permitted by law (i) all their rights whatsoever pursuant to Articles 5.90 to 5.93 (inclusive) of the Belgian Civil Code to rescind (*ontbinden/résoudre*), or to demand legal proceedings for the rescission (*ontbinding/résolution*) of, the Subordinated Tier 2 Notes, and (ii) to the extent applicable, all their rights whatsoever in respect of the Subordinated Tier 2 Notes pursuant to Article 7:64 of the Belgian Companies and Associations Code.

## 12 No Hardship

For the avoidance of doubt, the Issuer hereby acknowledges that the provisions of Article 5.74 of the Belgian Civil Code shall not apply to it with respect to its obligations under these Conditions and that it shall not be entitled to make any claim under Article 5.74 of the Belgian Civil Code.

## 13 Extra-contractual Liability

Each Noteholder hereby agrees that, with respect to a breach of a contractual obligation under these Conditions where such breach of obligation also constitutes a non-contractual liability, the provisions of Article 6.3 of the Belgian Civil Code shall, to the maximum extent permitted by law, not apply and that it shall, to the maximum extent permitted by law, not be entitled to make any non-contractual liability claim against the Issuer or any auxiliary (*hulppersoon/auxiliaire*) within the meaning of Article 6.3 of the Belgian Civil Code of (any affiliate of) the Issuer. For the avoidance of any doubt, this is without prejudice to any extra-contractual liability claims for damages suffered with respect to a breach of an extra-contractual obligation, including, without limitation, pursuant to any pre-contractual disclosure in connection with the Notes.

## 14 No Security or Guarantee

Senior Notes (where Condition 10(b) is specified as applicable in the applicable Final Terms) and Subordinated Tier 2 Notes are not and will not at any time be subject (i) to a security interest or guarantee that enhances the seniority of the respective claims of each of the relevant Noteholders, provided by any of the entities listed in Articles 72b(2)(e) or 63(e) of the Capital Requirements Regulation, as applicable, or (ii) to any arrangement that otherwise enhances the respective claims of such holders in respect of such Notes.

## 15 Meetings of Noteholders and Modifications

*(a) Meetings of Noteholders*

Schedule 1 (*Provisions on Meetings of Noteholders*) of these Conditions contains provisions for convening meetings of Noteholders (the "**Meeting Provisions**") to consider matters relating to the Notes, including the modification or waiver of any provision of these Conditions or the Notes. For the avoidance of doubt, any modification or waiver of the Conditions or the Notes shall be subject to the consent of the Issuer. The provisions of this Condition 15(a) are subject to, and should be read together with, the more detailed provisions contained in the Meeting Provisions (which shall prevail in the event of any inconsistency).

All meetings of Noteholders will be held in accordance with the Meeting Provisions. Such a meeting may be convened by the Issuer and shall be convened by the Issuer upon the request in writing of Noteholders holding not less than 20 per cent. of the aggregate nominal amount of the outstanding Notes.

Any modification or waiver of the Conditions or the Notes proposed by the Issuer may be made if sanctioned by an Extraordinary Resolution. An "**Extraordinary Resolution**" means a resolution passed

at a meeting of Noteholders duly convened and held in accordance with these Conditions and the Meeting Provisions by a majority of at least 75 per cent. of the votes cast, provided, however, that any such proposal (i) to amend the dates of maturity or redemption of the Notes or date for payment of interest or interest amounts, (ii) to assent to an extension of an interest period, a reduction of the applicable interest rate or a modification of the conditions applicable to the payment of interest, (iii) to assent to a reduction of the nominal amount of the Notes or a modification of the conditions under which any redemption, substitution or variation may be made, (iv) to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment in circumstances not provided for in the Conditions, (v) to change the currency of payment of the Notes, (vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution or (vii) to amend the requirement for an Extraordinary Resolution for the sanctioning of any modification or waiver of the Conditions or the Notes, may, in each case, only be sanctioned by an Extraordinary Resolution passed at a meeting of Noteholders at which one or more persons holding or representing not less than three-quarters or, at any adjourned meeting, one quarter of the aggregate principal amount of the outstanding Notes form a quorum.

Resolutions duly passed in accordance with the Meeting Provisions shall be binding on all Noteholders, whether or not they are present at the meeting (if applicable) and whether or not they vote in favour of such a resolution (whether at any such meeting or pursuant to a Written Resolution or by way of Electronic Consent).

The Meeting Provisions furthermore provide that, for so long as the Notes are in dematerialised form and settled through the Securities Settlement System, in respect of any matters proposed by the Issuer, the Issuer shall be entitled, where the terms of the resolution proposed by the Issuer have been notified to the Noteholders through the relevant clearing systems as provided in the Meeting Provisions, to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) by or on behalf of the holders of not less than 75 per cent. in aggregate nominal amount of the Notes outstanding. To the extent such electronic consent is not being sought, the Meeting Provisions provide that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in aggregate nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Noteholders through the relevant clearing system(s). Such a resolution in writing may be contained in one document or several documents in the same form, each signed by, or on behalf of, one or more Noteholders.

Resolutions of Noteholders will only be effective if such resolutions have been approved by the Issuer and, if so required, by the Relevant Regulator and/or the Resolution Authority.

For the avoidance of doubt, modifications to the Conditions to effect any amendments to these Conditions determined pursuant to Condition 3(l)(v) may be made without any requirement for the consent or approval of the Noteholders.

*(b) Modification and Waiver*

Without prejudice to Condition 3(l) (*Benchmark replacement*) and subject to obtaining the approval therefor from the Relevant Regulator and/or the Resolution Authority if so required pursuant to applicable regulations, the Agent and the Issuer may agree, without the consent of the Noteholders, to:

(i) any modification (except such modifications in respect of which an increased quorum is required, as mentioned above) of the Agency Agreement or the Clearing Services Agreement (or any

agreement supplemental to the Agency Agreement or the Clearing Services Agreement) which is not prejudicial to the interests of the Noteholders; or

(ii) any modification of these Conditions, the Agency Agreement or the Clearing Services Agreement (or any agreement supplemental to the Agency Agreement or the Clearing Services Agreement) which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 16 (*Notices*) as soon as practicable thereafter.

## 16 Notices

Notices to the Noteholders shall be validly given if (i) delivered by or on behalf of the Issuer to the NBB (in its capacity as operator of the Securities Settlement System), for onward communication by it to the Participants in the Securities Settlement System or (ii) in the case of Notes held in a securities account, through a direct notification through the applicable clearing system.

The Issuer shall also ensure that all notices are duly published as required by applicable law and, where applicable, in the manner and to the extent required by the rules and regulations of any stock exchange or other relevant authority on which the Notes are for the time being listed.

Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above or, in the case of delivery to the NBB or direct notification through the applicable clearing system, any such notice shall be deemed to have been given on the date immediately following the date of delivery/notification.

If publication as provided above is not practicable, notice will be given in such other manner and shall be deemed to have been given on such date as the Agent may approve.

## 17 Further Issues

The Issuer may from time to time without the consent of the Noteholders create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for their respective issue dates and the date for, and amount of, the first payment of interest and their issue price) and so that such further notes shall be consolidated and form a single Series with the Notes. References in these Conditions to the Notes include (unless the context requires otherwise) any other notes issued pursuant to this Condition 17 and forming a single Series with the Notes.

## 18 Governing Law and Jurisdiction

*(a) Governing Law*

The Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Belgian law.

*(b) Jurisdiction*

Subject as provided below, the Issuer agrees, for the exclusive benefit of the Noteholders that the courts of Brussels, Belgium are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes (including, in each case, any dispute relating to any non-contractual obligations arising therefrom or in connection therewith) and that accordingly any suit, action or proceedings (together referred to as "**Proceedings**") arising out of or in connection with the Notes

(including, in each case, any Proceedings relating to any non-contractual obligation arising therefrom or in connection therewith) may be brought in such courts.

The Issuer hereby irrevocably waives any objection which it may have now or hereafter to the laying of the venue of any such Proceedings in the courts of Brussels, Belgium and any claim that any such Proceedings have been brought in an inconvenient forum and hereby further irrevocably agrees that a judgment in any such Proceedings brought in the courts of Brussels, Belgium shall be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

To the fullest extent permitted by law, nothing contained in this Condition 18(b) shall limit any right of any Noteholder to take Proceedings against the Issuer in any other court of (i) any Member State of the European Union of competent jurisdiction under Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (recast) or (ii) of a state which is a party to the Convention on jurisdiction and recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007 (the "**Lugano II Convention**") of competent jurisdiction under the Lugano II Convention, nor shall the taking of Proceedings by any Noteholder in one or more jurisdictions identified in this Condition 18(b) preclude the taking of Proceedings by such Noteholder in any other jurisdiction identified in this Condition 18(b), whether concurrently or not.

*(c) Acknowledgement of and Consent to the Bail-in Power*

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understandings between the Issuer and any Noteholder (which, for the purposes of this Condition 18(c), includes any current or future holder of a beneficial interest in the Notes), by its subscription to or acquisition of the Notes, each Noteholder acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of the Bail-in Power by the Resolution Authority and acknowledges, accepts, consents to and agrees to be bound by:

(i) the effect of the exercise of any Bail-in Power by the Resolution Authority in relation to any liability of the Issuer to any Noteholder under these Conditions, which exercise may (without limitation) include and result in any of the following, or a combination thereof:

(A) the reduction or cancellation, on a permanent basis, of all, or a portion, of the Relevant Amounts in respect of the Notes;

(B) the conversion of all, or a portion, of the Relevant Amounts in respect of the Notes into ordinary shares, other instruments of ownership, other securities or other obligations of the Issuer or another person, and the issue to or conferral on the Noteholder of such ordinary shares, other instruments of ownership, securities or obligations, including by means of an amendment, modification or variation of the Conditions of the Notes;

(C) the cancellation of the Notes or the Relevant Amounts in respect of the Notes; and

(D) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which interest becomes payable, including by suspending payment for a temporary period; and

(ii) the variation of the Conditions of the Notes, as deemed necessary by the Resolution Authority, to give effect to the exercise of any Bail-in Power by the Resolution Authority.

Neither a reduction or cancellation, in part or in full, of the Relevant Amount(s) or the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-

in Power by the Resolution Authority with respect to the Issuer, nor the exercise of the Bail-in Power by the Resolution Authority with respect to the Notes, will constitute a breach of, or default under, the terms of the Notes or a default or event of default for any other purpose.

Any delay or failure by the Issuer to notify the Noteholders of the exercise of the Bail-in Power by the Resolution Authority shall not affect the validity and enforceability of the bail-in or write-down and conversion powers of the Resolution Authority.

For the purpose of this Condition:

"**Bail-in Power**" means any write-down, conversion, transfer, modification or suspension power existing from time to time under, and exercised in compliance with, applicable Loss Absorption Regulations or under applicable laws, regulations, requirements, guidelines, rules, standards and policies relating to the transposition of the BRRD and Regulation (EU) No 806/2014 (as amended from time to time, "**SRM Regulation**") pursuant to which the obligations of the Issuer (or an affiliate of the Issuer) can be reduced (in part or in whole), cancelled, written down, suspended, transferred, varied or otherwise modified in any way, or converted into shares, other securities or other obligations of the Issuer or any other person, whether in connection with the implementation of a bail-in tool following placement in resolution or otherwise;

"**Relevant Amounts**" means the principal amount of, and/or interest payable on, the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of any Bail-in Power by the Resolution Authority.

# Schedule 1
# Provisions on Meetings of Noteholders

## Interpretation

**1** In this Schedule:

1.1 references to a "**meeting**" are to a physical meeting, a virtual meeting or a hybrid meeting of Noteholders of a single Series of Notes and include, unless the context otherwise requires, any adjournment;

1.2 references to "**Notes**" and "**Noteholders**" are only to the Notes of the Series and in respect of which a meeting has been, or is to be, called and to the holders of those Notes, respectively;

1.3 "**agent**" means a holder of a Voting Certificate or a proxy for, or representative of, a Noteholder;

1.4 "**Alternative Clearing System**" means any clearing system other than the Securities Settlement System;

1.5 "**Block Voting Instruction**" means a document issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 10;

1.6 "**Electronic Consent**" has the meaning set out in paragraph 34.1;

1.7 "**electronic platform**" means any form of telephony or electronic platform or facility and includes, without limitation, telephone and video conference call and application technology systems;

1.8 "**Extraordinary Resolution**" means a resolution passed (a) at a meeting of Noteholders duly convened and held in accordance with this Schedule 1 (*Provisions on Meetings of Noteholders*) by a majority of at least 75 per cent. of the votes cast, (b) by a Written Resolution or (c) by an Electronic Consent;

1.9 "**hybrid meeting**" means a combined physical meeting and virtual meeting convened pursuant to this Schedule at which persons may attend either at the physical location specified in the notice of such meeting or via an electronic platform;

1.10 "**meeting**" means a meeting convened pursuant to this Schedule and whether held as a physical meeting or as a virtual meeting or as a hybrid meeting;

1.11 "**Ordinary Resolution**" means a resolution with regard to any of the matters listed in paragraph 4 and passed or proposed to be passed by a majority of at least 50 per cent. of the votes cast;

1.12 "**physical meeting**" means any meeting attended by persons present in person at the physical location specified in the notice of such meeting;

1.13 "**present**" means physically present in person at a physical meeting or a hybrid meeting or able to participate in or join a virtual meeting or a hybrid meeting held via an electronic platform;

1.14 "**Recognised Accountholder**" means an entity recognised as accountholder in accordance with the Belgian Companies and Associations Code with whom a Noteholder holds Notes on a securities account;

1.15 "**Securities Settlement System**" means the securities settlement system operated by the NBB or any successor thereto;

1.16 "**virtual meeting**" means any meeting held via an electronic platform;

1.17 "**Voting Certificate**" means a certificate issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 9;

1.18 "**Written Resolution**" means a resolution in writing signed by the holders of not less than 75 per cent. in principal amount of the Notes outstanding;

1.19 where Notes are held in an Alternative Clearing System, references herein to the deposit, release or surrender of Notes shall be construed in accordance with the usual practices (including in relation to the blocking of the relevant account) of such Alternative Clearing System; and

1.20 references to persons representing a proportion of the Notes are to Noteholders, proxies or representatives of such Noteholders holding or representing in the aggregate at least that proportion in nominal amount of the Notes for the time being outstanding.

**General**

**2** All meetings of Noteholders will be held in accordance with the provisions set out in this Schedule.

**Extraordinary Resolution**

**3** A meeting shall, subject to the Conditions and (except in the case of sub-paragraph 3.5) only with the consent of the Issuer and, where applicable, the Relevant Regulator and/or the Resolution Authority, and without prejudice to any powers conferred on other persons by this Schedule, have power by Extraordinary Resolution:

3.1 to sanction any proposal by the Issuer for any modification, abrogation, variation or compromise of, or arrangement in respect of, the rights of the Noteholders against the Issuer (other than in accordance with the Conditions or pursuant to applicable law);

3.2 to assent to any modification of the Conditions or the Notes proposed by the Issuer or the Agent;

3.3 to authorise anyone to concur in and do anything necessary to carry out and give effect to an Extraordinary Resolution;

3.4 to give any authority, direction or sanction required to be given by Extraordinary Resolution;

3.5 to appoint any person or persons (whether Noteholders or not) as an individual or a committee or committees to represent the Noteholders' interests and to confer on them any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;

3.6 to approve the substitution of any entity for the Issuer (or any previous substitute) as principal debtor under the Notes in circumstances not provided for in the Conditions or under applicable law; and

3.7 to accept any security interests established in favour of the Noteholders or a modification to the nature or scope of any existing security interest or a modification to the release mechanics of any existing security interests,

provided that the special quorum provisions in paragraph 22 shall apply to any Extraordinary Resolution (a "**special quorum resolution**") for the purpose of sub-paragraph 3.6 or for the purpose of making a modification to the Conditions or the Notes which would have the effect (other than in accordance with the Conditions or pursuant to applicable law):

(i) to amend the dates of maturity or redemption of the Notes or date for payment of interest or interest amounts;

(ii) to assent to an extension of an interest period, a reduction of the applicable interest rate or a modification of the conditions applicable to the payment of interest;

(iii) to assent to a reduction of the nominal amount of the Notes or a modification of the conditions under which any redemption, substitution or variation may be made;

(iv) to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment in circumstances not provided for in the Conditions;

(v) to change the currency of payment of the Notes;

(vi) to modify the provisions concerning the quorum required at any meeting of Noteholders or the majority required to pass an Extraordinary Resolution; or

(vii) to amend this provision.

**Ordinary Resolution**

**4** Notwithstanding any of the foregoing and without prejudice to any powers otherwise conferred on other persons by this Schedule, a meeting of Noteholders shall have power by Ordinary Resolution:

4.1 to assent to any decision to take any conservatory measures in the general interest of the Noteholders;

4.2 to assent to the appointment of any representative to implement any Ordinary Resolution; or

4.3 to assent to any other decisions which do not require an Extraordinary Resolution to be passed.

For the avoidance of doubt, any modification or waiver of any of the Conditions shall always be subject to the consent of the Issuer and, where applicable, the Relevant Regulator and/or the Resolution Authority.

**5** No amendment to the Conditions or the Notes which in the opinion of the Issuer relates to any of the matters listed in paragraph 4 above shall be effective unless approved at a meeting of Noteholders complying in all respect with the provisions set out in this Schedule.

**Convening a meeting**

**6** The Issuer may at any time convene a meeting. A meeting shall be convened by the Issuer upon the request in writing of Noteholders holding at least 20 per cent. in principal amount of the Notes for the time being outstanding. Every physical meeting shall be held at a time and place approved by the Agent. Every virtual meeting shall be held via an electronic platform and at a time approved by the Agent. Every hybrid meeting shall be held at a time and place and via an electronic platform approved by the Agent.

**Notice of meeting**

**7** Convening notices for meetings of Noteholders shall be given to the Noteholders in accordance with Condition 16 (*Notices*) not less than 15 calendar days prior to the relevant meeting (exclusive of the day on which the notice is given and of the day of the meeting). The notice shall specify the day and time of the meeting and manner in which it is to be held, and if a physical meeting or hybrid meeting is to be held, the place of the meeting and the nature of the resolutions to be proposed and shall explain how Noteholders may appoint proxies or representatives, obtain Voting Certificates and use Block Voting Instructions and the details of the time limits applicable. With respect to a virtual meeting or a hybrid meeting, each such notice shall set out such other and further details as are required under paragraph 36.

**Cancellation of meeting**

**8** A meeting that has been validly convened in accordance with paragraph 6 above may be cancelled by the person who convened such meeting or, where the meeting has been convened by the Issuer at the request of Noteholders in accordance with paragraph 6, by the relevant Noteholders who requested such meeting to be convened by giving notice to the Noteholders prior to such meeting. Any meeting cancelled in accordance with this paragraph 8 shall be deemed not to have been convened.

**Arrangements for voting**

**9** A Voting Certificate shall:

9.1 be issued by a Recognised Accountholder or the Securities Settlement System;

9.2 state that on the date thereof (i) the Notes (not being Notes in respect of which a Block Voting Instruction has been issued which is outstanding in respect of the meeting specified in such Voting Certificate and any such adjourned meeting) of a specified principal amount outstanding were (to the satisfaction of such Recognised Accountholder or the Securities Settlement System) held to its order or under its control and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked by it and (ii) that no such Notes will cease to be so held and blocked until the first to occur of:

(i) the conclusion (or cancellation) of the meeting specified in such certificate or, if applicable, any such adjourned meeting; and

(ii) the surrender of the Voting Certificate to the Recognised Accountholder or the Securities Settlement System who issued the same; and

9.3 further state that until the release of the Notes represented thereby the bearer of such certificate is entitled to attend and vote at such meeting and any such adjourned meeting in respect of the Notes represented by such certificate.

**10** A Block Voting Instruction shall:

10.1 be issued by a Recognised Accountholder or the Securities Settlement System;

10.2 certify that the Notes (not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction and any such adjourned meeting) of a specified principal amount outstanding were (to the satisfaction of such Recognised Accountholder or the Securities Settlement System) held to its order or under its control and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked by it and that no such Notes will cease to be so held and blocked until the first to occur of:

(i) the conclusion (or cancellation) of the meeting specified in such document or, if applicable, any such adjourned meeting; and

(ii) the giving of notice by the Recognised Accountholder or the Securities Settlement System to the Issuer, stating that certain of such Notes cease to be held with it or under its control and blocked and setting out the necessary amendment to the Block Voting Instruction;

10.3 certify that each holder of such Notes has instructed such Recognised Accountholder, the Securities Settlement System or other proxy mentioned therein that the vote(s) attributable to the Note or Notes so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked should be cast in a particular way in relation to the resolution or resolutions which will be put to such meeting or any such adjourned meeting and that all such instructions cannot be revoked or amended during the period commencing 24 hours prior to the time for which such meeting or any such adjourned meeting is convened and ending at the conclusion, cancellation or adjournment thereof;

10.4 state the principal amount of the Notes so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked, distinguishing with regard to each resolution between (i) those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution, (ii) those in respect of which instructions have been so given that the votes attributable thereto should be cast against the resolution and (iii) those in respect of which instructions have been so given to abstain from voting; and

10.5 naming one or more persons (each hereinafter called a "**proxy**") as being authorised and instructed to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in paragraph 10.4 above as set out in such document.

**11** If a holder of Notes wishes the votes attributable to it to be included in a Block Voting Instruction for a meeting, he must (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) block such Notes for that purpose at least 48 hours before the time fixed for the meeting to the order of the Agent with a bank or other depositary nominated by the Agent for the purpose. The Agent or such bank or other depositary shall then issue a Block Voting Instruction in respect of the votes attributable to all Notes so blocked.

**12** If the Issuer requires, a certified copy of each Block Voting Instruction shall be produced by the proxy at the meeting or delivered to the Issuer prior to the meeting but the Issuer need not investigate or be concerned with the validity of the proxy's appointment.

**13** No votes shall be validly cast at a meeting unless in accordance with a Voting Certificate or Block Voting Instruction.

**14** The proxy appointed for purposes of the Block Voting Instruction or Voting Certificate does not need to be a Noteholder.

**15** Votes can only be validly cast in accordance with Voting Certificates and Block Voting Instructions in respect of Notes held to the order or under the control and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked by a Recognised Accountholder or the Securities Settlement System and which have been deposited with the Issuer (or any person acting on behalf of the Issuer) not less than 48 hours before the time for which the meeting to which the relevant voting instructions and Block Voting Instructions relate, has been convened or called. The Voting Certificate and Block Voting Instructions shall be valid for as long as the relevant Notes continue to be so held and blocked. During the validity thereof, the holder of any such Voting Certificate or (as the case may be) the proxies named in any such Block Voting Instruction shall, for all purposes in connection with the relevant meeting, be deemed to be the holder of the Notes to which such Voting Certificate or Block Voting Instruction relates. A vote cast in accordance with a Block Voting Instruction shall be valid even if it or any of the Noteholders' instructions pursuant to which it was executed has previously been revoked or amended, unless written intimation of such revocation or amendment is received from the Agent by the Issuer or the Agent at its specified office (or such other place or delivered by another method as may have been specified by the Issuer for the purpose) or by the chairperson of the meeting in each case at least 24 hours before the time fixed for the meeting.

**16** No Note may be deposited with or to the order of the Agent at the same time for the purposes of both paragraph 9 and paragraph 10 for the same meeting.

**17** In default of a deposit, the Block Voting Instruction or the Voting Certificate shall not be treated as valid, unless the chairperson of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business.

**18** A corporation which holds a Note may, by delivering at least 48 hours before the time fixed for a meeting to a bank or other depositary appointed by the Agent for such purposes a certified copy of a resolution of its directors or other governing body or another certificate evidencing due authorisation (with, in each case, if it is not in English, a translation into English), authorise any person to act as its representative (a "**representative**") in connection with that meeting.

### Chairperson

**19** The chairperson of a meeting shall be such person as the Issuer may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Noteholders or agents present shall choose one of their number to be chairperson, failing which the Issuer may appoint a chairperson. The chairperson need not be a Noteholder or agent. The chairperson of an adjourned meeting need not be the same person as the chairperson of the original meeting. The chairperson may, in its sole discretion, decide to appoint a secretary (but is not obliged to do so).

**Attendance**

**20** The following may attend, participate in and speak at a meeting of Noteholders:

20.1 Noteholders and their respective agents and financial and legal advisers;

20.2 the chairperson and the secretary of the meeting;

20.3 the Issuer and the Agent (through their respective representatives) and their respective financial and legal advisers; and

20.4 any other person approved by the Issuer.

No one else may attend, participate or speak.

**Quorum and Adjournment**

**21** No business (except choosing a chairperson) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Noteholders, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 calendar days later, and time and place or manner in which it is to be held as the chairperson may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.

**22** One or more Noteholders or agents present in person shall be a quorum:

22.1 in the cases marked "**No minimum proportion**" in the table below, whatever the proportion of the Notes which they represent

22.2 in any other case, only if they represent the proportion of the Notes shown by the table below.

| **Purpose of meeting** | **Any meeting except for a meeting previously adjourned through want of a quorum** | **Meeting previously adjourned through want of a quorum** |
|---|---|---|
| | Required proportion | Required proportion |
| To pass a special quorum resolution | 75% | No minimum proportion |
| To pass any Extraordinary Resolution | A majority | No minimum proportion |
| To pass an Ordinary Resolution | 10% | No minimum proportion |

**23** The chairperson may, with the consent of (and shall if directed by) a meeting, adjourn the meeting from time to time and from place to place and alternate manner. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 21.

**24** At least 10 calendar days' notice (exclusive of the day on which the notice is given and of the day of the adjourned meeting) of a meeting adjourned due to the quorum not being present shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. Subject as aforesaid, it shall not be necessary to give any other notice of an adjourned meeting.

**Voting**

**25** At a meeting which is to be held only as a physical meeting, each question submitted to a meeting shall be decided by a show of hands, unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairperson, the Issuer or one or more persons representing not less than 2 per cent. of the Notes.

**26** Unless a poll is demanded, a declaration by the chairperson that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.

**27** If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.

**28** A poll demanded on the election of a chairperson or on a question of adjournment shall be taken at once.

**29** On a show of hands every person who is present in person and who produces a Note or a Voting Certificate or is a proxy or representative has one vote. On a poll every person has one vote in respect of each nominal amount equal to the minimum specified denomination of the Notes so produced or represented by the Voting Certificate so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

**30** In case of equality of votes the chairperson shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

**31** At a virtual meeting or a hybrid meeting, a resolution put to the vote of the meeting shall be decided on a poll in accordance with paragraph 38 and any such poll will be deemed to have been validly demanded at the time fixed for holding the meeting to which it relates.

**Effect and Publication of an Extraordinary Resolution and an Ordinary Resolution**

**32** An Extraordinary Resolution and an Ordinary Resolution shall be binding on all the Noteholders, whether or not present at the meeting, and each of them shall be bound to give effect to it accordingly. The passing of such a resolution shall be conclusive evidence that the circumstances justify its being passed. The Issuer shall give notice of the passing of an Extraordinary Resolution or an Ordinary Resolution to Noteholders within 15 calendar days but failure to do so shall not invalidate the resolution.

**Minutes**

**33** Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairperson of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted. Copies of the minutes will be available for inspection by the Noteholders during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the registered office of the Issuer.

**Written Resolutions and Electronic Consent**

**34** For so long as the Notes are in dematerialised form and settled through the Securities Settlement System, then in respect of any matters proposed by the Issuer:

34.1 Where the terms of the resolution proposed by the Issuer have been notified to the Noteholders through the Securities Settlement System, Euroclear Bank, Clearstream or any other relevant alternative relevant

clearing system (the "**relevant clearing system**") as provided in sub-paragraphs 34.1.1 and/or 34.1.2, the Issuer shall be entitled to rely upon approval of such resolution given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) to the Agent or another specified agent in accordance with its operating rules and procedures by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding (the "**Required Proportion**") by close of business on the Relevant Date ("**Electronic Consent**"). Any resolution passed in such manner shall be binding on all Noteholders, even if the relevant consent or instruction proves to be defective. The Issuer shall not be liable or responsible to anyone for such reliance.

34.1.1 When a proposal for a resolution to be passed as an Electronic Consent has been made, at least 15 calendar days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Noteholders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Noteholders to give their consents in relation to the proposed resolution, the method by which their consents may be given (including, where applicable, blocking of their accounts in the relevant clearing system(s)) and the time and date (the "**Relevant Date**") by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).

34.1.2 If, on the Relevant Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the party proposing such resolution so determines, be deemed to be defeated. Such determination shall be notified in writing to the Agent. Alternatively, the Issuer may give a further notice to Noteholders that the resolution will be proposed again on such date and for such period as determined by the Issuer. Such notice must inform Noteholders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph 34.1.1 above. For the purpose of such further notice, references to "**Relevant Date**" shall be construed accordingly.

For the avoidance of doubt, an Electronic Consent may only be used in relation to a resolution proposed by the Issuer which is not then the subject of a meeting that has been validly convened in accordance with paragraph 6 above, unless that meeting is or shall be cancelled or dissolved.

34.2 To the extent Electronic Consent is not being sought in accordance with paragraph 34.1, a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution or an Ordinary Resolution passed at a meeting of Noteholders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Noteholders through the relevant clearing system(s). Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders. For the purpose of determining whether a resolution in writing has been validly passed, the Issuer shall be entitled to rely on consent or instructions given in writing directly to the Issuer (a) by accountholders in the clearing system(s) with entitlements to the Notes or (b) where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person identified by that accountholder for whom such entitlement is held. For the purpose of establishing the entitlement to give any such consent or instruction, the Issuer shall be entitled to rely on any certificate or other document issued by, in the case of (a) above, the relevant clearing system and, in the case of (b) above, the relevant clearing system and the accountholder identified by the relevant clearing system for the purposes of (b) above. Any resolution passed in such manner shall be binding on all Noteholders of the relevant Series, even if the relevant consent or instruction proves to be defective. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing

system (including Euroclear's EUCLID or Clearstream's CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

**35** A Written Resolution or Electronic Consent shall take effect as an Extraordinary Resolution or an Ordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Noteholders whether or not they participated in such Written Resolution and/or Electronic Consent.

**Additional provisions applicable to virtual and/or hybrid meetings**

**36** The Issuer (with the Agent's prior approval) may decide to hold a virtual meeting or a hybrid meeting and, in such case, shall provide details of the means for Noteholders or their proxies or representatives to attend, participate in and/or speak at the meeting, including the electronic platform to be used.

**37** The Issuer or the chairperson (in each case, with the Agent's prior approval) may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those entitled to take part in the virtual meeting or hybrid meeting and the suitability of the electronic platform. All documentation that is required to be passed between persons at or for the purposes of the virtual meeting or persons attending the hybrid meeting via the electronic platform (in each case, in whatever capacity) shall be communicated by email (or such other medium of electronic communication as the Agent may approve).

**38** All resolutions put to a virtual meeting or a hybrid meeting shall be voted on by a poll in accordance with paragraphs 27-30 above (inclusive).

**39** Persons seeking to attend, participate in, speak at or join a virtual meeting or a hybrid meeting via the electronic platform shall be responsible for ensuring that they have access to the facilities (including, without limitation, IT systems, equipment and connectivity) which are necessary to enable them to do so.

**40** In determining whether persons are attending, participating in or joining a virtual meeting or a hybrid meeting via the electronic platform, it is immaterial whether any two or more members attending it are in the same physical location as each other or how they are able to communicate with each other.

**41** Two or more persons who are not in the same physical location as each other attend a virtual meeting or a hybrid meeting if their circumstances are such that if they have (or were to have) rights to speak or vote at that meeting they are (or would be) able to exercise them.

**42** The chairperson of the meeting reserves the right to take such steps as the chairperson shall determine in its absolute discretion to avoid or minimise disruption at the meeting, which steps may include (without limitation), in the case of a virtual meeting or a hybrid meeting, muting the electronic connection to the meeting of the person causing such disruption for such period of time as the chairperson may determine.

**43** The Issuer (with the Agent's prior approval) may make whatever arrangements it considers appropriate to enable those attending a virtual meeting or a hybrid meeting to exercise their rights to speak or vote at it.

**44** A person is able to exercise the right to speak at a virtual meeting or a hybrid meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, as contemplated by the relevant provisions of this Schedule.

**45** A person is able to exercise the right to vote at a virtual meeting or a hybrid meeting when:

45.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

45.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting who are entitled to vote at such meeting.

**46** The Agent shall not be responsible or liable to the Issuer or any other person for the security of the electronic platform used for any virtual meeting or hybrid meeting or for accessibility or connectivity or the lack of accessibility or connectivity to any virtual meeting or hybrid meeting.

# DESCRIPTION OF THE ISSUER

*This section provides a description of the Issuer's and the Group's business activities as well as certain financial information in respect of the Issuer and the Group.*

## 1 Corporate structure, share capital and credit ratings

### 1.1 General information

KBC Group NV (the "**Issuer**") is incorporated as a limited liability company (*naamloze vennootschap/société anonyme*) under the laws of Belgium. The Issuer is registered with the Crossroads Bank for Enterprises under number 0403.227.515. The Issuer's LEI code is 213800X3Q9LSAKRUWY91. Its registered office is at Havenlaan 2, B-1080 Brussels, Belgium, it can be contacted via +32 (0)78 152 153 and its website is www.kbc.com. Unless expressly incorporated by reference into this Base Prospectus, information contained on this website does not form part of, and is not incorporated by reference into, this Base Prospectus and has not been scrutinised or approved by the Belgian Financial Services and Markets Authority ("**Belgian FSMA**").

### 1.2 Corporate object (Article 2 of the articles of association of the Issuer)

The Issuer has as its object the direct or indirect ownership and management of shareholdings in other companies, including but not restricted to credit institutions, insurance companies and other financial institutions.

The Issuer also has as object to provide services to third parties, either for its own account or for the account of others, including to companies in which the Issuer has an interest – either directly or indirectly – and to (potential) clients of those companies.

The object of the Issuer is also to acquire in the broadest sense of the word (including by means of purchase, hire and lease), to maintain and to operate resources, and to make these resources available in the broadest sense of the word (including through letting and granting rights of use) to the beneficiaries referred to in the second paragraph.

In addition, the Issuer may function as an intellectual property company responsible for, among other things, the development, acquisition, management, protection and maintenance of intellectual property rights, as well as for making these rights available, granting rights of use in respect of these rights and/or transferring these rights. The Issuer may also perform all commercial, financial and industrial transactions that may be useful or expedient for achieving the object of the Issuer and that are directly or indirectly related to this object. The Issuer may also by means of subscription, contribution, participation or in any other form whatsoever participate in all companies, businesses or institutions that have a similar, related or complementary activity.

In general, the Issuer may, both in Belgium and abroad, perform all acts which may contribute to the achievement of its object.

### 1.3 Short history of the Issuer

KBC Group NV was incorporated in Belgium on 9 February 1935 for an indefinite duration in the form of a public limited liability company (under number 0403.227.515) as Kredietbank NV. In 1998 Kredietbank merged with CERA Bank and ABB (Insurance). A short history since then is provided below:

| | |
|---|---|
| 1998: | Two Belgian banks (Kredietbank and CERA Bank) and a Belgian insurance company (ABB) merge to create the KBC Bank and Insurance Holding Company.<br>KBC's unique bancassurance model is launched in Belgium. |
| 1999: | The group embarks upon its policy of expansion in Central and Eastern Europe with the acquisition of ČSOB (in the Czech Republic and the Slovak Republic). |
| 2000–2005: | The group continues to expand its position in the banking and insurance markets of Central and Eastern Europe by acquiring banks and insurance companies in Poland, Hungary, the Czech Republic and the Slovak Republic.<br>The bancassurance model is gradually introduced to the home markets in Central and Eastern Europe. |
| 2005: | The KBC Bank and Insurance Holding Company merges with its parent company (Almanij) to create KBC Group NV. The benefits to the group include the addition of a network of European private banks. |
| 2006-2008: | KBC's presence in Central and Eastern Europe is stepped up through acquisitions in Bulgaria, Romania and Serbia. KBC establishes a presence on the Russian banking market. Add-on acquisitions/greenfield operations in various countries.<br>Capital transactions (state aid) and guarantee agreements with the government (in 2008 and 2009). |
| 2009: | Renewed strategy focuses on home markets in Belgium and five countries in Central and Eastern Europe (the Czech Republic, the Slovak Republic, Hungary, Poland and Bulgaria). |
| 2010: | Start of divestment programme (related to the state aid). |
| 2011–2013: | Strategic plan is amended (including planned sale of activities in Poland). Further execution of divestment programme.<br>First partial repayment of state aid (in 2012, remainder in 2013, 2014 and 2015). |
| 2014: | Divestment programme finished.<br>Updated strategy and targets announced on an Investor Day. |
| 2015: | Repayment of all remaining outstanding state aid. |
| 2016: | Update of corporate sustainability strategy. |
| 2017: | Ireland also defined as home market.<br>Acquisition of United Bulgarian Bank ("**UBB**") and Interlease in Bulgaria. |

| | |
|---|---|
| | Update of the KBC Group strategy, capital deployment plan and financial guidance 2020. |
| 2019: | Acquisition of remaining part in ČMSS in the Czech Republic. |
| 2020: | KBC shifts digital transformation and customer experience up a gear with updated strategy 'Differently: the Next Level'. |
| | Acquisition of OTP Banka Slovensko in Slovakia. |
| 2021: | Acquisition of NN's Bulgarian pension insurance and life insurance businesses. |
| | KBC reaches agreement on disposal of KBC Ireland's non-performing loan portfolio. Memorandum of Understanding that could lead to a transaction in which Bank of Ireland undertakes to acquire virtually all of KBC Bank Ireland's performing loan assets and liabilities. Successful completion of both transactions may ultimately result in withdrawal from the Irish market. |
| | KBC reaches agreement on the acquisition of the Bulgarian activities of Raiffeisen Bank International. |
| 2022: | Finalisation of the acquisition of Raiffeisenbank Bulgaria. |
| | Further tightening and expanding of climate-related targets and publication of the Group's first Climate Report. |
| 2023: | Finalisation of the sale agreement(s) for KBC Bank Ireland. |
| | Legal merger of Raiffeisenbank Bulgaria with KBC's subsidiary UBB in Bulgaria. |
| | Launch of a EUR 1.3 billion share buyback programme. |
| | Advancing the digital strategy with 'Save Time and Earn Money (STEM): the Ecosphere'. |
| 2024: | Successful completion of the EUR 1.3 billion share buyback programme. |
| | First publication of the sustainability statement prepared in accordance with the requirements of the Corporate Sustainability Reporting Directive (CSRD). |
| 2025: | Agreement reached on the acquisition of 365.bank in Slovakia. |
| | Agreement reached on the acquisition of Business Lease in the Czech Republic and Slovakia. |
| 2026: | Successful closing of the 365.bank and Business Lease acquisitions. |

## 1.4 Organisation of the Group

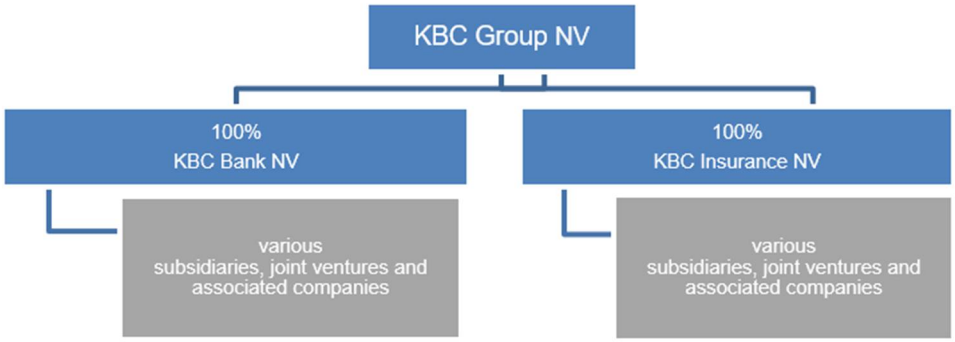
The Issuer has two main subsidiaries (besides some smaller subsidiaries such as KBC Global Services NV ("**KBC Global Services**") (see below) and DISCAI NV):

(i) KBC Bank NV ("**KBC Bank**"), incorporated as a limited liability company (*naamloze vennootschap/société anonyme*) under the laws of Belgium, having its registered office at Havenlaan 2, B-1080 Brussels, Belgium and registered with the Crossroads Bank for Enterprises under number 0462.920.226 (RLE Brussels), Belgian FSMA 026 256; and

(ii) KBC Verzekeringen NV ("**KBC Insurance**"), incorporated as a limited liability company (*naamloze vennootschap/société anonyme*) under the laws of Belgium, having its registered office at Professor Roger Van Overstraetenplein 2, 3000 Leuven, Belgium, registered with the Crossroads Bank for Enterprises under number 0403.552.563 (RLE Leuven) and authorised by the National Bank of Belgium (NBB) for all classes of insurance under code number 0014,

as shown in the simplified schematic below.

"**KBC**", "**KBC Group**" or the "**Group**" means KBC Group NV including all group companies that are included in the scope of consolidation.




A list containing the main group companies as at the end of 2025 is set out further below in the section entitled "*Main companies belonging to the Group (as at 31 December 2025)*".

In compliance with MREL subordination requirements, KBC Group NV (the parent company) was converted into a mere holding company, whose main operations involve financing activities and group-wide control activities and functions. Other activities of KBC Group NV have been transferred to KBC Global Services. For more information, see the section entitled "*Company annual accounts and additional information*" in the Issuer's 2025 annual report.

## 1.5 Main companies belonging to the Group (as at 31 December 2025)

The Group's legal structure comprises the Issuer which controls two large companies, being KBC Bank and KBC Insurance. Each of these companies has several direct and indirect subsidiaries, the most important of which are listed in the table below.

A full list of all companies belonging to the Group is available on www.kbc.com. Unless expressly incorporated by reference into this Base Prospectus, information contained on this website does not form part of, and is not incorporated by reference into, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

**KBC Group: main companies included in the scope of consolidation at year-end 2025**

| Company | Registered office | Share of capital held at group level (in %) | Business unit* | Activity |
|---|---|---|---|---|
| **KBC Bank (group)** | | | | |
| KBC Bank NV | Brussels – BE | 100.00 | BEL/GRP | credit institution |
| CBC BANQUE SA | Namur – BE | 100.00 | BEL | credit institution |
| Československá Obchodná Banka a.s. | Bratislava – SK | 100.00 | IMA | credit institution |
| Československá Obchodní Banka a.s. | Prague – CZ | 100.00 | CZR | credit institution |
| KBC Asset Management NV | Brussels – BE | 100.00 | BEL | asset management |
| KBC Autolease NV | Leuven – BE | 100.00 | BEL | leasing |
| KBC Commercial Finance NV | Brussels – BE | 100.00 | BEL | factoring |
| KBC IFIMA SA | Luxembourg – LU | 100.00 | GRP | financing |
| KBC Securities NV | Brussels – BE | 100.00 | BEL | stockbroker |
| K&H Bank Zrt. | Budapest – HU | 100.00 | IMA | credit institution |
| Loan Invest NV | Brussels – BE | 100.00 | BEL | securitisation |
| United Bulgarian Bank AD | Sofia – BG | 99.96 | IMA | credit institution |
| **KBC Insurance (group)** | | | | |
| KBC Insurance NV | Leuven – BE | 100.00 | BEL/GRP | insurance company |
| ADD NV | Heverlee – BE | 100.00 | BEL | insurance broker |
| KBC Group Re SA | Luxembourg – LU | 100.00 | GRP | reinsurance company |
| ČSOB Pojišťovna a.s. | Pardubice – CZ | 100.00 | CZR | insurance company |
| ČSOB Poist'ovna a.s. | Bratislava – SK | 100.00 | IMA | insurance company |
| DZI (group) | Sofia – BG | 100.00 | IMA | insurance company |
| Groep VAB NV | Zwijndrecht – BE | 100.00 | BEL | driving school/roadside assistance |
| K&H Biztosító Zrt. | Budapest – HU | 100.00 | IMA | insurance company |
| **KBC Group** | | | | |

**KBC Group: main companies included in the scope of consolidation at year-end 2025**

| Company | Registered office | Share of capital held at group level (in %) | Business unit* | Activity |
|---|---|---|---|---|
| DISCAI NV | Brussels - BE | 100.00 | GRP | software company |
| KBC Group NV | Brussels – BE | 100.00 | GRP | bank-insurance holding company |
| KBC Bank (group) | various locations | 100.00 | various | credit institution |
| KBC Global Services NV | Brussels - BE | 100.00 | GRP | cost-sharing structure |
| KBC Insurance (group) | various locations | 100.00 | various | insurance company |

* BEL = Belgium Business Unit, CZR = Czech Republic Business Unit, IMA = International Markets Business Unit, GRP = Group Centre.

## 1.6 Share capital and major shareholders

*Share capital*

As at the date of this Base Prospectus, the share capital of the Issuer consists of 417,662,783 ordinary shares with no nominal value. All ordinary shares carry voting rights and each share represents one vote. The shares are listed on Euronext Brussels.

Recent capital increase: In December 2025, the Issuer increased its capital by issuing 118,632 new shares following a capital increase reserved for staff.

Authorisation to increase capital:

The General Meeting of Shareholders authorised the Board of Directors until 22 May 2028 to increase, in one or more steps, the share capital in cash or in kind, by issuing shares. The Board of Directors is also authorised until the same date to decide on one or several occasions to issue convertible bonds (whether subordinated or otherwise) or warrants that may or may not be linked to bonds (whether subordinated or otherwise) that could result in capital being increased. This authorisation has been granted for an amount of EUR 146,000,000, whereby the Board of Directors is entitled – in the Issuer's interest – to suspend or restrict the preferential subscription rights of existing shareholders and for an amount of EUR 554,000,000, without the Board of Directors having the power to suspend or restrict the preferential subscription rights. On 12 November 2025, the Board of Directors most recently decided to use its authorisation to increase the Issuer's capital by issuing shares, with cancellation of preferential subscription rights, to be offered to employees. For more information, see the section entitled "*Notes to the company annual accounts*" in the "*Additional information*" section of the Issuer's 2025 annual report.

The General Meeting of Shareholders of 7 May 2026 authorised the Board of Directors, for a period of four years calculated from the date of publication of the resolution, to acquire a maximum of 10% of the Issuer's shares on Euronext Brussels or another regulated market at a price per share that may not exceed the last closing price on Euronext Brussels preceding the date of acquisition plus 10%, and that may not be lower than one euro. Under the previous authorisation of the General Meeting of Shareholders of 5 May 2022, the Board of Directors acquired 20,980,823 shares in 2023 and 2024 (an aggregate 5.02% of

the number of shares in circulation). This was in the context of the share buyback programme that was launched in August 2023 to divide excess capital and which was capped at EUR 1.3 billion. The share buyback programme was completed on 31 July 2024 for a total consideration of EUR 1,299,999,960.

*Additional Tier 1 capital instruments*

Please refer to Note 5.10 in the "*Consolidated financial statements*" section of the Issuer's 2025 annual report.

*Dividends*

The Issuer's dividend and capital allocation policy are as follows:

Dividend policy:

- a pay-out ratio (dividend including Additional Tier 1 coupon) of between 50% and 65% of consolidated profit for each financial year; and
- an interim dividend of 1 euro per share (payable in November of every financial year) as an advance on the total dividend for the financial year.

Capital allocation policy:

- the Issuer strives to remain amongst the better capitalised financial institutions in Europe;
- each year, when announcing the annual results, the Board of Directors will decide, at its own discretion, on the capital deployment, with a primary focus on further organic growth and mergers and acquisitions;
- the Group considers a 13% unfloored fully loaded common equity (CET1) ratio as the minimum (the unfloored fully loaded common equity ratio which takes into account the total impact of Basel IV on risk-weighted assets, excluding the output floor impact); and
- the Issuer intends to fill up the Additional Tier 1 (AT1) and Tier 2 (T2) buckets within the P2R (Pillar 2 Requirement) and to start using Significant Risk Transfer ("**SRT**") transactions as part of a programme to optimise its risk-weighted assets. In November 2025, the Group completed its first SRT transaction on a corporate loan portfolio of EUR 4.2 billion, which generated a reduction in RWA of approximately EUR 2 billion.

Recent dividends: In mid-May 2025, the Issuer paid the final dividend for 2024 (EUR 3.15 per share entitled to dividend) and in November 2025 it paid an interim dividend (EUR 1.00 per share) as an advance on the dividend for 2025. On 7 May 2026, the General Meeting of Shareholders resolved to pay a gross final dividend of EUR 4.10 per share for 2025 in May 2026, bringing the total gross dividend for the 2025 financial year to EUR 5.10 per share.

*Major shareholders*

The shareholder structure shown in the table below is based on the notifications received under the transparency rules until 8 May 2026 or, if they are more recent, the disclosures made under the Law of 1 April 2007 on public takeover bids or other available information. The number of shares stated in the notifications and other disclosures (situation as at 8 May 2026 and hence in the table below) may differ from the current number in possession, as a change in the number of shares held does not always give rise to a new notification or disclosure.

| Shareholder structure of KBC Group NV (based on notifications and other public information as at 8 May 2026) | Number of shares at the time of disclosure | % of the current number of shares |
|---|---|---|
| KBC Ancora | 77,516,380 | 18.6% |
| Cera | 16,555,143 | 4.0% |
| MRBB | 51,905,219 | 12.4% |
| Other core shareholders | 29,308,099 | 7.0% |
| Subtotal for core shareholders | 175,284,841 | 42.0% |
| Shares repurchased under the share buyback programme launched in August 2023 and completed on 31 July 2024 (voting rights attached to these shares are suspended) | 20,980,823 | 5.0% |
| Free float | 221,397,119 | 53.0% |
| Of which*: | | |
| FMR LLC | 19,471,768 | 4.7% |
| BlackRock Inc | 17,215,344 | 4.1% |
| Total | 417,662,783 | 100.0% |

* Including potential voting rights ("TOTAL A+B" in the original notification sheets which are available on www.kbc.com).

Core shareholders: According to the notifications received under the transparency rules until the date of this Base Prospectus and other public information, the core shareholders own approximately 42% of the Issuer's shares between them. The current core shareholders of the Issuer are MRBB, Cera, KBC Ancora and a group of legal entities and individuals referred to as "*Other core shareholders*". A shareholders' agreement was concluded between these core shareholders in order to ensure shareholder stability and guarantee the continuity of the Group, as well as to support and co-ordinate the Group's general policy. To this end, the core shareholders act in concert at the General Meeting of Shareholders of the Issuer and are represented on its Board of Directors. This shareholders' agreement, initially effective from 1 December 2014 for a period of ten years (i.e. until 1 December 2024), has been extended for an additional ten-year term, ending on 1 December 2034.

Notifications received under the transparency rules and information on shares repurchased under the share buyback programme are available on www.kbc.com. These notifications and the share buyback information are not incorporated by reference into, and do not form part of, this Base Prospectus and have not been scrutinised or approved by the Belgian FSMA.

## 1.7 Credit ratings

As at the date of this Base Prospectus, the following long term credit ratings have been assigned to the Issuer with the cooperation of the Issuer in the rating process:

Fitch A

According to Fitch's Rating Definitions, an 'A' rating is described as high credit quality. 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories.

| | |
|---|---|
| Moody's | A3 |

According to Moody's Rating Symbols and Definitions, obligations rated 'A' are considered upper-medium grade and are subject to low credit risk. The modifier '3' indicates that the obligation ranks in the lower end of its generic rating category.

| | |
|---|---|
| Standard and Poor's | A- |

According to Standard and Poor's Global Ratings Definitions, an obligor rated 'A' has strong capacity to meet its financial commitments but is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in higher-rated categories. The addition of a plus (+) or minus (-) sign shows relative standing within the rating categories.

More information regarding the Issuer's long term credit ratings can be found in the latest credit opinion from the relevant credit rating agencies, available on www.kbc.com/en/credit-ratings, and in the applicable rating methodologies published by the relevant credit rating agencies. None of that website, those credit opinions or those rating methodologies are incorporated by reference in, or form part of, this Base Prospectus and they have not been scrutinised or approved by the Belgian FSMA.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. The Issuer does not represent that it will maintain any level of credit rating, or any credit rating at all, with any credit rating agency.

Each credit rating agency referred to above is established in the EU and appears on the "*List of Registered and Certified CRA's*" as published by ESMA in accordance with Article 18(3) of the CRA Regulation.

These credit ratings relate to the Issuer's overall creditworthiness and its general ability to meet financial commitments and do not relate to any Notes specifically. If an issue-specific credit rating is specified in the applicable Final Terms, then those Final Terms will also specify the regulatory status of the relevant credit rating agency under the CRA Regulation and/or the UK CRA Regulation, including whether it is (i) registered, (ii) has applied for registration but such registration has not yet been granted, (iii) neither registered nor has applied for registration, in each case under the applicable regulation, or (iv) not established in the EU or the UK but is endorsed by, or certified under, the CRA Regulation or the UK CRA Regulation, or neither endorsed nor certified thereunder.

## 2 The Issuer's business

### 2.1 The strategy of the Group

A summary of the strategy of the Group is set out below. KBC Bank is essentially responsible for the banking business and KBC Insurance for the insurance business.

The Group's strategy rests on four principles:

- The Group places its clients at the centre of everything it does.
- The Group looks to offer its clients a unique bank-insurance experience.
- The Group focuses on its long-term development and aims to achieve sustainable and profitable growth.

- The Group assumes its role to society and local economies. Please refer to the Issuer's 2025 Sustainability Report[1] and the "*Sustainability statement*" section in the Issuer's 2025 annual report for further information in this respect.

The Group implements its strategy within a strict risk, capital and liquidity management framework.

As part of its PEARL+ business culture (see the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus), it focuses on jointly developing solutions, initiatives and ideas within the Group.

A summary of the Group's strategy is set out on pages 24 to 41 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

## 2.2 General description of the activities of the Group

The Group is an integrated bank insurance group, catering mainly for retail, private banking, small and medium sized enterprises ("**SMEs**") and mid-cap clients. Its geographic focus is on Europe. In its "home" (or "core") markets Belgium, the Czech Republic, the Slovak Republic, Hungary and Bulgaria, the Group has important and (in some cases) even leading positions (based on internal data). The Group is also present in other countries where the primary focus is on supporting the corporate clients of the home markets.

The Group's core business is retail and private bank-insurance (including asset management), although it is also active in providing services to corporations and market activities. Across most of its home markets, the Group is active in a large number of products and activities, ranging from the plain vanilla deposit, credit, asset management and insurance businesses to specialised activities such as, but not exclusively, payment services, dealing room activities (money and debt market activities), brokerage and corporate finance, foreign trade finance, international cash management and leasing.

## 2.3 Network (as at 31 December 2025)

| | |
|---|---|
| Distribution network in Belgium: | 424 bank branches, 270 insurance agencies, various electronic channels |
| Distribution network in Central and Eastern Europe (Czech Republic, Slovak Republic, Hungary and Bulgaria): | 655 bank branches, insurance via various channels (agents, brokers, multi-agents, etc.), various electronic channels |
| Distribution network in the rest of the world: | mainly 11 foreign bank branches of KBC Bank |

[1] Available at https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/Results/jvs-2025/csr-sr-2025.pdf.cdn.res/last-modified/1774872952243/csr-sr-2025.pdf. This document is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

## 2.4 Activities in Belgium

**Market position in the Belgian market of the Group's network in Belgium, as at 31 December 2025***

424 bank branches

270 insurance agencies

Estimated market share of 21% for traditional banking products, 27% for investment funds, 13% for life insurance and 9% for non-life insurance

Approx. 4.1 million customers

* *Market shares and customer numbers: based on own estimates and latest available data. Share for traditional bank products: average estimated market share for loans and deposits. Market share for life insurance: based on reserves.*

The Group has a network of 424 bank branches and 270 insurance agencies in Belgium: KBC Bank and KBC Insurance branches in Flanders, CBC Banque SA and CBC Assurances SA branches in Wallonia and KBC Brussels branches in the Brussels area. The branches focus on providing clients with a broad area of credit (including mortgage loans), deposit, investment fund and other asset management products, insurance products and other specialised financial banking products and services. KBC Bank's bricks-and-mortar networks in Belgium are supplemented by electronic channels, such as ATMs, telephones and the internet (including a mobile banking app and Kate, the Group's digital assistant). The Group serves, based on its own estimates, approximately 4.1 million clients in Belgium.

The Group considers itself to be an integrated bank-insurer. Certain shared and support services are organised at Group level, serving the entire Group, and not just the bank or insurance businesses separately. It is the Group's aim to continue to actively encourage the cross-selling of bank and insurance products. The success of the Group's integrated bank-insurance model is in part due to the cooperation that exists between the bank branches and the insurance agents of KBC Insurance and CBC Assurances, whereby the branches sell standard insurance products to retail customers and refer their customers to the insurance agents for non-standard products. Claims-handling is the responsibility of the insurance agents, the call centre and the head office departments at KBC Insurance.

At the end of 2025, the Group had, based on its own estimates (see table above), a 21% share of traditional banking activities in Belgium (the average of the share of the lending market and the deposit market). Over the past few years, the Issuer has built up a strong position in investment funds too, with an estimated market share of approximately 27%. The Group's share of the insurance market came to an estimated 13% for life insurance and 9% for non-life insurance.

Client expectations have shifted enormously in recent years, with efficient and user-friendly products and services becoming the norm, powered by technology. For that reason, the Group has been engaged for several years now in the digitalisation of processes that allow simple, high-quality products to be brought to clients in a smooth and rapid manner. For a few years now, it has been designing products, services and processes from a 'digital-first' perspective. This implies that they were modified before being digitalised to make them simpler, more user-friendly and scalable and that they allow a fast and appropriate response to clients' questions and expectations. For clients who so desire, the Group will use the available data in an intelligent and appropriate manner, as the Group has seen that clients increasingly demand more proactive and personal products and services in addition to speed and simplicity. In addition to a digital product range, the Group will offer clients digital advice and develop all processes and products as if they were sold digitally. For clients who so wish, Kate – the Group's personal digital assistant – plays an important role in digital sales and advisory, so that personalised and relevant solutions can be offered proactively. Clients can personally ask Kate questions regarding their basic financial transactions. They also receive regular discrete and proactive proposals at appropriate times on

their mobile app to ensure maximum convenience. Clients are entirely free to choose whether or not to accept a proposal. If they do, the solution will be offered and processed completely digitally. In 2022, the Group introduced the Kate Coin. Since the start of 2023, KBC clients have been able to acquire Kate Coins when purchasing certain products or services from the Group or from certain commercial partners of the Group. They can use those Kate Coins to save money by exchanging them for additional benefits. In 2025, Kate Coins underwent an important upgrade. Whereas Kate Coins used to be tied to a single brand or service, they are now more flexible. Clients can earn Kate Coins at one partner and use them at another. When using Kate Coins, they are often worth more than EUR 1, providing extra value. If a client cannot find anything to its liking in the extensive range available, its Kate Coins will be automatically paid out at the end of the year at a rate of one Kate Coin to EUR 1.

Over the past few years, the Group has thus launched a number of concepts and building blocks such as Digital First, Bank-insurance, Kate and Kate Coins, which create added value when they interact. The Group is now bringing these components together in 'ecosystems', in which it will offer its clients a new type of service, supporting them every step of the way in their search for solutions to housing, mobility and other issues, using its own products and services as well as those of KBC's partners and suppliers. This enables its clients to save and earn money in and beyond the traditional banking and insurance environment.

Employees in the branch network and contact centres continue to function as a beacon of trust for the clients. The human touch is particularly important in more complex services and solutions and in matters requiring emotional intelligence. The Group's employees will also support, encourage and monitor use of digital processes, assisted by artificial intelligence, data and data analysis. To guarantee the clients maximum ease of use and to be able to offer a growing number of possibilities via Kate, the Group will also change its internal processes, the way it supplies its products and services, and how it organises itself internally. At the same time, this will require a further change in mentality and in-service training for staff. For instance, Kate automates certain administrative acts, helping clients as well as employees save time. The Group's employees use this extra time to connect with clients and speak with them about anything that might be on their minds. Kate also helps prepare for appointments, which again saves employees time.

In the Group's financial reporting, the Belgian activities are combined into a single Belgium Business Unit. The results of the Belgium Business Unit comprise the activities of KBC Bank and KBC Insurance and their Belgian subsidiaries, the most important of which are CBC Banque, KBC Asset Management, KBC Lease Group (Belgium) and KBC Securities.

The Group's aim in Belgium is:

- To continue pursuing its strategy of putting the interests of the client at the heart of all the products and services it develops and at the centre of everything it does. The focus here is on a 'digital first' approach with a human touch, and on investing in the seamless integration of the various distribution channels. The Group is working on the further digitalisation of its banking, insurance and asset management services and exploiting new technologies and data to provide clients with more personalised and proactive solutions, when appropriate.
- Its digital assistant 'Kate' features prominently in this regard. It allows the Group to help its clients save time and earn money, in which Kate Coins play a vital role.
- To support these activities, the Group is also fully engaged in introducing end-to-end straight-through processing into all commercial processes, making full use of all technological capabilities

such as (generative) artificial intelligence. In this way, the Group increases efficiency, allowing it to invest in a strong network boasting more expertise.

- To work tirelessly on the ongoing optimisation of its bank-insurance model in Belgium.
- To grow bank-insurance further at CBC in specific market segments and to expand accessibility in Wallonia, again with a strong focus on 'Digital first with a human touch'.
- The Group collaborates with partners through 'eco-systems' that enable it to offer clients comprehensive solutions in every step of their journey. It is also integrating a range of selected partners into own mobile app and making products and services available in the distribution channels of third parties.
- To express its commitment to Belgian society by leading the way in the sustainability revolution. The Group is making its banking, insurance and asset management products more sustainable to create financial leverage in achieving global climate targets. It aims to be more than a provider of pure bank-insurance services: as a partner in the climate transition, it is working with other partners on developing housing and mobility solutions. The Group also continues to focus on financial literacy, entrepreneurship and population ageing. Please refer to the Issuer's 2025 Sustainability Report[2] and the "*Sustainability section*" in the Issuer's 2025 annual report for further information in this respect.

## 2.5 Activities in Central and Eastern Europe

| **Market position in 2025*** | **Czech Republic** | **Slovak Republic** | **Hungary** | **Bulgaria** |
|---|---|---|---|---|
| Bank branches | 197 | 97 | 191 | 170 |
| Insurance agencies | Various distribution channels | Various distribution channels | Various distribution channels | Various distribution channels |
| Customers (millions) | 4.3 | 0.8 | 1.7 | 2.2 |
| Market shares (estimates by the Issuer) | | | | |
| – Bank products | 20% | 12% | 11% | 19% |
| – Investment funds | 23% | 8% | 11% | 15% |
| – Life insurance | 9% | 5% | 4% | 25% |
| – Non-life insurance | 10% | 5% | 7% | 13% |

* *Market shares and customer numbers: based on own estimates and latest available data. For bank products: average estimated market share for loans and deposits. For life insurance: based on premiums.*

In the Central and Eastern European region, the Group focuses on four home countries, being the Czech Republic, the Slovak Republic, Hungary and Bulgaria. The main Central and Eastern European entities of the Group in those home markets are United Bulgarian Bank and DZI Insurance in Bulgaria, ČSOB and ČSOB Poist'ovna in the Slovak Republic, ČSOB and ČSOB Pojist'ovna in the Czech Republic, and K&H Bank and K&H Insurance in Hungary. The Group reached an agreement with NN in February 2021 to acquire its Bulgarian pension and life insurance businesses, a move that enabled it to further consolidate its position in its Bulgarian home market. That acquisition was completed in July 2021. In

[2] Available at https://wcmassets.kbc.be/content/dam/kbccom/doc/investor-relations/Results/jvs-2025/csr-sr-2025.pdf.cdn.res/last-modified/1774872952243/csr-sr-2025.pdf. This document is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

November 2021, the Group reached an agreement on another acquisition in Bulgaria: Raiffeisenbank (Bulgaria), a universal bank in Bulgaria offering private individuals, SMEs and business clients a full range of banking, asset management, leasing and insurance services. The transaction was completed in July 2022. The acquisition also created ample opportunity for insurance cross-selling with DZI. The legal merger between Raiffeisenbank (Bulgaria) and the Group's existing banking subsidiary United Bulgarian Bank was effected in April 2023.

In May 2025, the Group reached an agreement to acquire 98.45% of 365.bank in Slovakia. This investment is intended to further strengthen its position in the Slovak market. 365.bank is a retail-focused bank with subsidiaries in asset management and consumer finance and is very complementary to the business of KBC's existing Slovak subsidiary ČSOB, which is expected to generate significant cost, revenue (cross-selling) and funding synergies. The transaction closed in January 2026 for a consideration of EUR 708 million. Furthermore, the Issuer reached an agreement to acquire Business Lease in the Czech Republic and Slovakia for a total consideration of EUR 72 million. This transaction will enable KBC to significantly expand its leasing activities in Central Europe and strengthen its market position in both countries. The transaction closed in February 2026.

In its four home countries (excluding the acquisitions that were finalised in early 2026), the Group serves roughly 9 million customers. This customer base makes the Group one of the larger financial groups in the Central and Eastern European region. The Group companies focus on providing clients with a broad range of credit (including mortgage loans), deposit, investment fund and other asset management products, insurance products and other specialised financial products and services. As is the case in Belgium, the bricks-and-mortar networks in Central and Eastern Europe are supplemented by electronic channels, such as ATMs, telephone and the internet. As regards the digital first strategy, including the digital assistant Kate, please refer to the previous section entitled "*Activities in Belgium*".

The Group's bank-insurance concept has over the past few years been exported to its Central and Eastern European entities. In order to be able to do so, the Group has built up a second home market in Central and Eastern Europe in insurance. The Group has an insurance business in every Central and Eastern European home country. Contrary to the situation of the Issuer in Belgium, the Group's insurance companies in Central and Eastern Europe operate not only via tied agents and bank branches but also via other distribution channels, such as insurance brokers and multi-agents.

The Group's estimated market share as at 31 December 2025 (being the average of the share of the lending market and the deposit market, see table above) amounted to 20% in the Czech Republic, 12% in the Slovak Republic, 11% in Hungary and 19% in Bulgaria (rounded figures). The Group also has a strong position in the investment fund market in Central and Eastern Europe (estimated at 23% in the Czech Republic, 8% in the Slovak Republic, 11% in Hungary and 15% in Bulgaria) as at 31 December 2025. The estimated market shares in insurance are (figures for life and non-life insurance, respectively): Czech Republic: 9% and 10%; Slovak Republic: 5% and 5%; Hungary: 4% and 7%; and Bulgaria: 25% and 13% as at 31 December 2025.

In the Group's financial reporting, the Czech activities are separated in a single Czech Republic Business Unit, whereas the activities in the other Central and Eastern European countries are combined into the International Markets Business Unit. The Czech Republic Business Unit hence comprises all the Group's activities in the Czech Republic, consisting primarily of the activities of the ČSOB group (under the ČSOB Bank, ČSOB Postal Savings Bank, ČSOB Hypotecni banka, Patria, ČSOB Stavební sporitelna and ČSOB Pojist'ovna brands). The International Markets Business Unit comprises the activities conducted by entities in the other (non-Czech) Central and Eastern European core countries, namely ČSOB and ČSOB Poist'ovna in the Slovak Republic, K&H Bank and K&H Insurance in Hungary and UBB and DZI Insurance in Bulgaria.

The focus of the Group in the future is the following:

- In relation to the Czech Republic Business Unit:
    - To retain its reference position in banking and insurance services by offering its retail, SME and mid-cap clients a hassle-free, no-frills client experience, both through its digital channels and in person.
    - To further increase the active client base and further strengthen its market position, especially in insurance and investment services and home loans.
    - To cultivate and strengthen relationships with its clients by offering them services that go beyond banking and partnerships, by means of housing and mobility ecosystems.
    - To continue the further digitalisation of its services and to introduce new and innovative products and services.
    - To use data and AI to proactively offer personalised solutions to its clients, including via Kate, its personalised digital assistant.
    - To concentrate on rolling out straight-through processing and further simplifying products, head office, distribution model, and the widespread use of AI, in order to enable it to operate even more cost-effectively.
    - To further strengthen its corporate culture, with a strong focus on results, clients, innovation, the ability to adapt and cooperation.
    - To become the reference in advisory services in terms of climate change and sustainable lending and investments. To also express its social engagement by focusing on financial literacy, entrepreneurship, population ageing and cybersecurity.
- In relation to the International Markets Business Unit:
    - The Group’s strategy presents a number of opportunities for all countries in the business unit, including:
        - To further develop unique bank-insurance propositions.
        - To continue digitally upgrading its distribution model.
        - To drive up the volume of straight-through and scalable processing.
        - To increase the capacity in relation to data and AI to enable them to proactively offer relevant and personalised solutions.
        - To selectively continue to expand the client base and market position with a view to securing a top-three position in banking and insurance.
        - To use data to proactively offer personalised solutions. Its digital assistant Kate, which was launched a couple of years ago, has advanced significantly in recent years and in 2026 the Group will continue to focus intensively on the introduction of Kate Coins and Sustainable Mobility Ecospheres.
        - To implement a socially responsible approach in all countries, with a particular focus on environmental awareness, financial literacy, entrepreneurship and health.

- Country-specific:
  - In Bulgaria, the Group aims to further strengthen its position as a leading integrated financial services provider and to continue the expansion of its core activities (banking, insurance, leasing, pension funds and asset management). It also seeks to offer market-leading digital services, including when it comes to services that go beyond pure bank-insurance.
  - In Hungary, the Group is focusing on vigorous client acquisition for the bank, with the ambition of becoming a market leader in the area of innovation and to substantially expand its insurance activities, primarily through sales at bank branches for life insurance and both online and via agents, brokers and bank branches for non-life insurance.
  - In Slovakia, the Group has strengthened its local presence through the acquisition of 365.bank and Business Lease (see above). At the same time, it aims to maintain KBC's robust organic growth in strategic products (i.e. current accounts, mortgages, consumer finance, business loans, leasing and insurance), partly through cross-selling to Group clients and via digital channels. Other priorities include the sale of funds and increased fee income.

An overview of the Group's recent acquisitions is set out in the section entitled "*Sustainable and profitable growth*" in the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

## 2.6 Activities in the rest of the world

A number of companies belonging to the Group are also active in, or have outlets in, countries outside the home markets, among which KBC Bank, which has a network of foreign branches. Please also refer to the list of main companies under the section entitled "*Main companies belonging to the Group (as at 31 December 2025)*" above or the full list which is available on www.kbc.com.

*KBC Bank Ireland*

In February 2022, KBC Bank Ireland sold nearly all of its non-performing mortgage loan assets, valued at approximately EUR 1.1 billion, in a transaction financed by funds managed by CarVal Investors. In October 2021, KBC Bank Ireland confirmed that it had entered into a legally binding agreement with Bank of Ireland relating to the sale of substantially all of KBC Bank Ireland's performing loan assets and its deposit book to Bank of Ireland Group. As part of the transaction, the latter also acquired a small non-performing mortgage loan portfolio. The Irish Competition and Consumer Protection Commission (CCPC) approved the transaction in May 2022 and the Irish Minister for Finance gave his approval in early December 2022. The transaction was finalised in early February 2023. On 1 December 2023, KBC Bank Ireland transferred the vast majority of the remaining assets and liabilities to KBC Bank Dublin branch. On 30 April 2024, Exicon DAC (formerly KBC Bank Ireland) returned its banking licence to the Central Bank of Ireland. The legal liquidation process of Exicon DAC was subsequently initiated and was finalised on 1 October 2025.

*Foreign branches of KBC Bank*

The foreign branches of KBC Bank are located mainly in Western Europe, Southeast Asia and the U.S. and focus on serving customers that already do business with KBC Bank's Belgian or Central and Eastern European network.

In the Group's financial reporting, the foreign branches of KBC Bank are part of the Belgium Business Unit.

## 2.7 Group Centre

The three business units (Belgium, Czech Republic and International Markets) are supplemented by the Group Centre. The Group Centre includes, among other things, costs related to the holding of participations and the results of the remaining companies or activities earmarked for divestment or in run-down.

## 2.8 Competition

All of the Group's operations face competition in the sectors they serve.

Depending on the activity, competitor companies include other commercial banks, savings banks, loan institutions, consumer finance companies, investment banks, brokerage firms, insurance companies, specialised finance companies, asset managers, private bankers, investment companies, fintech and e-commerce companies, etc.

In both Belgium and Central and Eastern Europe, the Group has an extensive bank-insurance network of branches, insurance agencies and other distribution channels. The Group believes most of its companies have strong brand recognition in their respective markets.

In Belgium, the Group is perceived as belonging to the top three financial institutions. For certain products or activities, the Group believes it has a leading position (e.g. in the area of investment funds). The main competitors in Belgium are BNP Paribas Fortis, Belfius, ING, Ageas, Ethias and AXA, although for certain products, services or markets, other financial institutions may also be important competitors.

In its Central and Eastern European home markets, the Group is one of the important financial groups, occupying significant positions in banking and insurance (see market shares). In this respect, the Group competes, in each of these countries, against local financial institutions, as well as subsidiaries of other large foreign financial groups (such as Erste Bank, Unicredit and others).

## 2.9 Staff

As at the end of 2025, the Group had on a consolidated basis, about 39,800 employees (equivalent to around 37,500 full-time employees), the majority of whom were located in Belgium (largely employed by KBC Bank) and Central and Eastern Europe. In addition to consultations at works council meetings and at meetings with union representatives and with other consultative bodies, the Group also works closely in other areas with employee associations. There are various collective labour agreements in force.

## 2.10 Risk management

Mainly active in banking, insurance and asset management, the Group is exposed to a number of typical risks, including but not limited to credit risk, market risk, movements in interest rates and exchange rates, currency risk, liquidity risk, insurance underwriting risk, operational risk, exposure to emerging markets, changes in regulations and customer litigation as well as the economy in general. The material risk factors affecting the Issuer and the Group are mentioned in the section entitled "*Risk Factors*".

Risk management in the Group is implemented on a group-wide basis. An overview of the Group's risk management approach is set out on pages 62 to 99 of the Issuer's 2025 annual report, which is incorporated by reference into this Base Prospectus.

More detailed information can be found in the Issuer's 2025 risk report, which is available at www.kbc.com. The Issuer's 2025 risk report is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

## 2.11 Banking supervision and regulation

*Introduction: supervision by the European Central Bank*

KBC Bank, a credit institution governed by the laws of Belgium, is subject to detailed and comprehensive regulation in Belgium and is supervised by the European Central Bank ("**ECB**"), acting as the supervisory authority for prudential supervision of significant financial institutions. The ECB exercises its prudential supervisory powers by means of application of EU rules and national (Belgian) legislation. The supervisory powers conferred to the ECB include, amongst others, the granting and withdrawal of authorisations to and from credit institutions, the assessment of acquisitions and disposals of qualifying holdings in credit institutions, ensuring compliance with the rules on equity, liquidity, statutory ratios and the carrying out of supervisory reviews (including stress tests) for credit institutions.

Since November 2014, the ECB holds certain supervisory responsibilities which were previously handled by the NBB pursuant to Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions ("**Single Supervision Mechanism**" or "**SSM**"). Pursuant to Regulation (EU) No 468/2014 of 16 April 2014 establishing a framework for cooperation within the Single Supervisory Mechanism between the ECB and national competent authorities, a joint supervisory team has been established for the prudential supervision of KBC Bank (and of the Issuer). This team is composed of staff members from the ECB and from the national supervisory authority (in casu the NBB) and working under the coordination of an ECB staff member.

The Belgian FSMA, an autonomous public agency, is in charge of the supervision of conduct of business rules for financial institutions and financial market supervision.

EU directives (as implemented through legislation adopted in each Member State, including Belgium) and regulations have had and will continue to have a significant impact on the regulation of the banking business in the EU. The general objective of these EU directives and regulations is to promote the realisation of a unified internal market for banking services and to improve standards of prudential supervision and market efficiency through harmonisation of core regulatory standards and mutual recognition among EU Member States of regulatory supervision and, in particular, licensing.

*Supervision and regulation in Belgium*

The banking regime in Belgium is governed by the Belgian law of 25 April 2014 on the legal status and supervision of credit institutions (the "**Belgian Banking Law**"). The Belgian Banking Law sets forth the conditions under which credit institutions may operate in Belgium and defines the regulatory and supervisory powers of the ECB and the NBB. The main objective of the Belgian Banking Law is to protect public savings and the stability of the Belgian banking system in general.

The Belgian Banking Law implements various EU directives, including, without limitation:

(i) Directive (EU) No 2013/36 of the European Parliament and of the Council of 26 June 2013, as amended from time to time and as may be further amended and/or replaced from time to time ("**CRD**") and, where applicable, Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013, as amended from time to time and as may be further amended or replaced from time to time ("**CRR**"), which implement the revised regulatory framework of Basel III in the European Union.

(ii) Directive (EU) No 2014/59 of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended, i.a., by Directive (EU) No 2024/1174 of 11 April 2024 and as may be further amended or replaced from time to time

("**BRRD**"), which establishes a recovery and resolution regime for credit institutions and introduces tools and powers to address banking crises in a pre-emptive manner with the aim of safeguarding financial stability and minimising taxpayers' exposure to losses. The BRRD has been implemented into Belgian law through amendments to the Belgian Banking Law.

On 27 October 2021, the European Commission adopted a review of the CRR and the CRD (the "**Basel IV post-financial crisis reforms**") in order, among other things, to ensure that European banks become more resilient to potential future economic shocks, while contributing to the transition to climate neutrality.

These Basel IV post-financial crisis reforms have now been implemented in the CRR and the CRD through the publication, on 19 June 2024, in the EU Official Journal of Regulation (EU) 2024/1623 (CRR III) amending the CRR and Directive (EU) 2024/1619 amending the CRD ("**CRD VI**"). The amendments to the CRR include, among other things, new rules for the calculation of risk-weighted assets for credit risk, market risk, credit valuation adjustment (CVA) risk and operational risk, as well as for the calculation of the leverage ratio, and the introduction of a so-called output floor, which sets a lower limit to the capital requirements generated by institutions' internal models, calculated as a percentage of the own funds requirements that would apply on the basis of standardised approaches. The amendments to the CRD include, among other things, new rules on the management of ESG risks by credit institutions.

The new CRR rules have applied since 1 January 2025, subject to a phase-in period during which certain requirements will be gradually increased through 2030 (and through 2032 for certain specific requirements). As at the date of this Base Prospectus, CRD VI is still in the process of being transposed into Belgian law. This transposition will take place through amendments to the Belgian Banking Law.

*Supervision of credit institutions*

All Belgian credit institutions must obtain a license from the ECB/NBB before they may commence operations. In order to obtain a license and maintain it, each credit institution must fulfil numerous conditions, including certain minimum paid-up capital requirements.

In addition, any shareholder holding, directly or indirectly, individually or acting in concert with another person or persons, a "qualifying holding" in the credit institution (i.e. a direct or indirect holding which represents 10% or more of the capital or of the voting rights or which makes it possible to exercise a significant influence over the management of that institution) must be of "fit and proper" character to ensure proper and prudent management of the credit institution. Prior notification to the NBB and non-opposition by the ECB is required each time a person decides to acquire a qualifying holding in a credit institution or to further increase such qualifying holding as a result of which the proportion of the voting rights or of the capital held would reach or exceed 20%, 30% or 50%, or so that the credit institution would become its subsidiary. If the ECB considers that the influence of such a shareholder in a credit institution jeopardises its sound and prudent management, it may suspend the voting rights attached to this participation and, if necessary, request that the shareholder transfers to a third party its participation in the credit institution.

Furthermore, a shareholder who decides to dispose, directly or indirectly, of a qualifying holding or to reduce it so that the proportion of the voting rights or of the capital held would fall below 10%, 20%, 30% or 50% or so that the credit institution would cease to be its subsidiary must notify the ECB and NBB thereof. The Belgian credit institution itself is obliged to notify the ECB and the NBB of any such transfer when it becomes aware thereof.

Moreover, every shareholder acquiring a holding or increasing its holding (directly or indirectly, individually or acting in concert with third parties) to 5% or more of the voting rights or of the capital without acquiring a qualifying holding, must notify the ECB and NBB thereof within 10 working days. The same applies to a shareholder who no longer holds, directly or indirectly, more than 5% of the voting rights or capital in a credit institution.

The above-mentioned obligations are also triggered when a threshold is crossed due to a situation other than an acquisition or a transfer.

The same provisions apply to the acquisition and disposal of holdings in the Issuer.

The Belgian Banking Law requires credit institutions to provide detailed periodic financial information to the ECB and, under certain circumstances, the Belgian FSMA. The ECB also supervises the enforcement of laws and regulations with respect to the accounting principles applicable to credit institutions. The ECB sets the minimum capital adequacy ratios applicable to credit institutions. The ECB may also set other ratios, for example, with respect to the liquidity and gearing of credit institutions. It also sets the standards regarding solvency, liquidity, risk concentration and other limitations applicable to credit institutions, and the publication of this information. The NBB may in addition impose capital requirements for capital buffers (including countercyclical buffer rates and any other measures aimed at addressing systemic or macro-prudential risks). In order to exercise its prudential supervision, the ECB may require that all information with respect to the organisation, the functioning, the position and the transactions of a credit institution be provided to it. Further, the ECB supervises, among other things, the management structure, the administrative organisation, the accounting and the internal control mechanisms of a credit institution. In addition, the ECB may conduct on-site inspections (with or without the assistance of NBB staff). The comprehensive supervision of credit institutions is also exercised through statutory auditors who cooperate with the supervisor in its prudential supervision. A credit institution selects its statutory auditor from the list of auditors or audit firms accredited by the NBB. Within the context of the European System of Central Banks, the NBB issues certain recommendations regarding monetary controls. The Issuer needs to comply with many of these requirements on a consolidated basis.

The Belgian Banking Law has introduced a prohibition in principle on proprietary trading as from 1 January 2015. Certain proprietary trading activities are, however, excluded from this prohibition. Permitted proprietary trading activities (including certified market-making, hedging, treasury management, and long-term investments) are capped, and these types of activities must comply with strict requirements on reporting, internal governance and risk management.

*Bank governance*

The Belgian Banking Law also puts a lot of emphasis on the solid and efficient organisation of credit institutions and introduces to that effect a dual governance structure at management level, specialised advisory committees within the Board of Directors (Audit Committee, Risk Committee, Remuneration Committee and Nomination Committee), independent control functions, and strict remuneration policies (including limits on the amount of variable remuneration, the form and timing for vesting and payment of variable remuneration, as well as claw-back mechanics).

The Belgian Banking Law makes a fundamental distinction between the management of banking activities, which is within the competence of the Executive Committee, and the supervision of management and the definition of the credit institution's general strategy and risk policy, which is entrusted to the Board of Directors. In accordance with the Belgian Banking Law, KBC Bank has an Executive Committee, each member of which is also a member of the Board of Directors.

Pursuant to the Belgian Banking Law, the members of the Executive Committee and the Board of Directors need to permanently have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions.

The NBB Governance Manual for the Banking Sector (the "**Governance Manual**") contains recommendations to assure the suitability of shareholders, management and independent control functions and the appropriate organisation of the business.

As required by the Belgian Banking Law and the Governance Manual, the KBC Group Internal Governance Memorandum[3] (the "**Governance Memorandum**") sets out the corporate governance policy applying to the Issuer and its subsidiaries and of which the governance memorandum of KBC Bank forms part. The corporate governance policy of a credit institution must meet the principles set out in the law and the Governance Manual. The most recent version of the Governance Memorandum was approved on 18 December 2025 by the Board of Directors of the Issuer, KBC Bank and KBC Insurance.

KBC Bank also has a Corporate Governance Charter which is published on www.kbc.com. This Corporate Governance Charter is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

*Solvency supervision*

Capital requirements and capital adequacy ratios are provided for in the CRR, transposing the Basel framework into European law. The CRR requires that credit institutions comply with several minimum solvency ratios. These ratios are defined as Common Equity Tier 1 ("**CET1**") capital, Tier 1 capital and total capital divided by risk-weighted assets. Risk weighted assets for credit risk are the sum of all assets and off-balance sheet items weighted according to the degree of credit risk inherent in them. The solvency ratios also take into account market risk and counterparty risk with respect to the bank's trading book (including interest rate and foreign currency exposure), operational risk, credit valuation adjustment risk and settlement risk in the calculation of the risk weighted assets. On top of the capital requirements defined by the solvency ratios, the CRR imposes a combined buffer requirement (see below).

Solvency is also limited by the leverage ratio, which compares Tier 1 capital to the total exposure measure (non-risk weighted).

The Issuer needs to comply with capital requirements and capital adequacy ratios on a consolidated basis.

The minimum solvency ratios required under the CRR are 4.5% for the CET1 ratio, 6.0% for the tier 1 capital ratio and 8.0% for the total capital ratio (i.e., the pillar 1 minimum ratios). As a result of its supervisory review and evaluation process ("**SREP**") or its examination of internal approaches, the competent supervisory authority (in the Issuer's case, the ECB):

(i) can require the Issuer to maintain higher minimum ratios (i.e., the pillar 2 requirements which in 2016 have been split by the ECB in a pillar 2 requirement ("**P2R**") and a pillar 2 guidance ("**P2G**", as further discussed below)) because, for instance, not all risks are properly reflected in the regulatory pillar 1 calculations.

(ii) can take other measures such as imposing the reservation of distributable profits in whole or in part, requiring that variable remuneration be limited to a percentage of the profits and requiring

[3] This document is not incorporated by reference into, and does not form part of, this Base Prospectus, and has hence not been scrutinised or approved by the FSMA.

the Issuer to limit the risk associated with certain activities or products or with its organisation, where appropriate by imposing the total or partial transfer of its business or network.

On top of this, a number of additional buffers have to be put in place, including a capital conservation buffer of 2.5%, a buffer for systemically important banks ("**O-SII buffer**", to be determined by the national competent authority), a systemic risk buffer to address systemic risks of a long-term, non-cyclical nature (determined by the national competent authority), and a countercyclical buffer (between 0% and 2.5%, likewise to be determined by the national competent authority). These buffers constitute the "combined buffer requirements" applicable to the Issuer.

In addition to the pillar 1 requirement, the P2R and the combined buffer requirements, the ECB can also set a "Pillar 2" capital guidance ("**P2G**"). The Issuer is expected to meet the P2G with CET1 capital on top of the level of binding capital requirements. P2G is not directly binding and a failure to meet it does not automatically trigger legal action, even though the ECB expects credit institutions or holding companies to meet the P2G. However, the CRD provides that when an institution repeatedly fails to meet the P2G, the competent authority should be entitled to take supervisory measures and, where appropriate, to impose additional own funds requirements.

The following table provides an overview of the fully loaded CET1 ratio requirement at the level of the Issuer on a consolidated basis as at 31 March 2026:

**KBC Group**

| | |
|---|---|
| Pillar 1 minimum requirement (P1 min) | 4.50% |
| Pillar 2 requirement (P2R) | 1.10% |
| Conservation buffer | 2.50% |
| O-SII buffer | 1.50% |
| Systemic risk buffer | 0.00% |
| Countercyclical buffer* | 1.30% |
| Overall capital requirement (OCR) | 10.90% |
| CET1 requirement for MDA** | 11.13% |
| CET1 used to satisfy shortfall in AT1 bucket*** | 0.01% |
| CET1 used to satisfy shortfall in T2 bucket*** | 0.23% |

* The fully loaded countercyclical buffer of the Issuer takes into account all known buffer rates of the national authorities as at 31 March 2026.

** Maximum Distributable Amount under the CRD. The 1.5% Pillar 1 minimum requirement and 0.37% P2R for additional tier-1 capital is not completely filled-up with additional tier 1. The shortfall is satisfied with CET1 capital. The 2.0% Pillar 1 minimum requirement and 0.49% P2R for additional tier 1 capital is not completely filled-up with tier 2. The shortfall is satisfied with CET1 capital.

*** CET1 capital used to satisfy the shortfall in the AT1 and T2 buckets for both the pillar 1 minimum and the P2R.

As at 31 March 2026, P2G for the Issuer stood at 1%. The P2G was reduced to 1% (from 1.25%), effective from 2026.

The Issuer exceeds these targets: on 31 March 2026, the fully loaded CET1 ratio for the Issuer came to 14.4% (14.9% as at 31 December 2025), which represented a capital buffer of EUR 4.3 billion relative to the fully loaded CET1 requirement for maximum distributable amount (MDA) of 11.13%. The leverage ratio (Basel III, fully loaded) stood at 5.6% (5.6% as at 31 December 2025) relative to the

minimum requirement of 3.1% (including 0.1% P2R defined by the competent authority for the leverage ratio).

The payment of dividends by Belgian credit institutions is not limited by Belgian banking regulations, except indirectly through capital adequacy and solvency requirements when capital ratios fall below certain thresholds. The pay-out is further limited by the general provisions of Belgian company law. Share buybacks may only be performed if the prior permission of the competent supervisory authority has been obtained.

*Large exposure supervision*

European regulations ensure the solvency of credit institutions by imposing limits on the concentration of risk in order to limit the impact of failure on the part of a large debtor. For this purpose, credit institutions must limit the amount of risk exposure to any single counterparty to 25% of the Tier 1 capital. European regulations also require that the credit institutions establish procedures to contain concentrations on economic activity sectors and geographic areas. The Issuer needs to comply with these requirements on a consolidated basis.

*Money laundering*

The legal framework regarding the prevention of money laundering and terrorist financing applicable in Belgium consists of (i) the Belgian law of 18 September 2017 on the prevention of money laundering and terrorist financing and on the limitation of the use of cash, as amended from time to time (the "**AML Law**"), (ii) Regulation (EU) No 1624/2024 of 31 May 2024 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (the Anti-Money Laundering Regulation, AMLR), (iii) Regulation (EU) No 1620/2024 of 31 May 2024 establishing the Authority for Anti-Money Laundering and Countering the Financing of Terrorism (the AML Authority Regulation, AMLAR) and (iv) Directive (EU) No 2024/1640 of 31 May 2024 on the mechanisms to be put in place by Member States for the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (the Sixth Anti-Money Laundering Directive, AMLD6). The AMLD6 must be transposed into national law by 10 July 2027 and the directly applicable AMLR will the conduct of business provisions currently set out in the AML Law as of the same date. This legislation contains a preventive system imposing a number of obligations in relation to the prevention of money laundering and the financing of terrorism. These obligations are related, among other things, to the identification of the client, its ultimate beneficiaries and their agents, special attention for unusual transactions, internal reporting, processing and compliance mechanisms with the appointment of a compliance officer, and employee training requirements. A risk-based approach assumes that the risks of money laundering and terrorism financing may take various forms. Accordingly, businesses/individuals subject to the AML Law have to proceed to a global assessment of the risks they are facing and formulate efficient and adequate measures. Enhanced customer due diligence measures are required when dealing with politically exposed people, which encompasses not only national persons who are or who have been entrusted with prominent public functions residing abroad, but also those residing in the country. Member States have to set up a central register which identifies the ultimate beneficial owner of companies and other legal entities. Payments/donations in cash are capped at EUR 3,000. Member States must also provide for enhanced customer due diligence measures for the obliged entities to apply when dealing with natural persons or legal entities established in high-risk third countries.

When, after investigation, a credit or financial institution suspects money laundering to be the purpose of a transaction, it must promptly notify an independent administrative authority, the Financial Intelligence Unit. This Unit is designated to receive reports on suspicious transactions, to investigate them and, if necessary, to report to the criminal prosecutors to initiate proceedings. The NBB has issued

guidelines for credit and financial institutions and supervises their compliance with the legislation. Belgian criminal law specifically addresses criminal offences of money-laundering (Article 505, subsection 1, 2°-4° of the Criminal Code) and sanctions them with a jail term of a minimum of fifteen days and a maximum of five years and/or a fine of a minimum of EUR 26 and a maximum of EUR 100,000 (to be multiplied by 8) or, for legal entities, a fine of a minimum of EUR 500 and a maximum of EUR 200,000 (to be increased with the additional penalty or, in other words, to be multiplied by 8).

*Consolidated supervision – supplementary supervision*

The Issuer has been approved by the ECB as a mixed financial holding company. To the extent and in the manner provided for in Book 2, Title III, Chapter IV, Sections II and IV of the Belgian Banking Law and their implementing decrees and regulations, the Issuer is subject to supervision on the basis of its consolidated position.

KBC Bank is subject to consolidated supervision by the ECB on the basis of the consolidated financial situation of the Issuer, which covers among other things solvency as described above, pursuant to Articles 165 and following of the Belgian Banking Law. As a subsidiary of a Belgian mixed financial holding company (KBC Group NV) and part of a financial conglomerate, KBC Bank is also subject to the supplementary supervision by the ECB, according to Directive (EU) No 2011/89 of 16 November 2011 amending Directives (EC) No 98/78, (EC) No 2002/87, (EC) No 2006/48 and (EC) No 2009/138 as regards the supplementary supervision of financial entities in a financial conglomerate (implemented in Articles 185 and following of the Belgian Banking Law). The supplementary supervision relates to, among other things, solvency, risk concentration and intra-group transactions and to enhanced reporting obligations.

The consolidated supervision and the supplementary supervision will be aligned as much as possible, as described in Article 170 of the Belgian Banking Law.

*KBC Asset Management*

As from June 2005, the status of KBC Asset Management has been changed from "investment firm" to a "management company of undertakings for collective investment in transferable securities (UCITS)" (a "**UCITS-management company**"). Its activities are, inter alia, the management of UCITS and the management of portfolios of investments in accordance with mandates given by investors on a discretionary, client-by-client basis. KBC Asset Management is subject to detailed, comprehensive regulation in Belgium, supervised by the Belgian FSMA.

The UCITS-management company regime in Belgium is governed by the Belgian law of 3 August 2012 regarding collective investment undertakings that comply with the conditions of Directive (EC) No 2009/65 and the undertakings for the investment in receivables (the "**Law of 3 August 2012**"). The Law of 3 August 2012 implements various European directives. It regulates management companies and sets forth the conditions under which UCITS-management companies may operate in Belgium. Furthermore, it defines the regulatory and supervisory powers of the Belgian FSMA.

The regulatory framework concerning supervision on UCITS-management companies is mostly similar to the regulation applicable to investment firms. The Law of 3 August 2012 contains, inter alia, the following principles:

- certain minimum paid-up capital requirements and rules relating to changes affecting capital structure;
- obligation for management companies to carry out their activities in the interests of their clients or of the UCITS they manage (e.g. creation of Chinese walls);

- obligation to provide, on a periodical basis, a detailed financial statement to the Belgian FSMA;
- supervision by the Belgian FSMA; and
- subjection to the control of the statutory auditor.

*Bank recovery and resolution*

The Belgian Banking Law establishes a range of instruments to tackle potential crises of credit institutions at three stages:

Preparation and prevention

The Issuer has to draw up a group recovery plan, setting out the measures that would be taken to stabilise the Group as a whole or each credit institution in the Group if it is in a difficult financial situation, and which seek to address or remove the causes of difficulties and to restore the financial position of the Group or credit institution, having regard also to the financial situation of other group entities to restore their financial position in the event of a significant deterioration to their financial position. This group recovery plan must, in principle, be updated at least annually or after a change to the legal or organisational structure of the institution, its business or its financial situation, which could have a material effect on, or necessitates a change to, the group recovery plan. In its review of the recovery plan, the ECB pays particular attention to the appropriateness of the capital and financing structure of the credit institutions, of the group, and of group entities in relation to the degree of complexity of their organisational structure and their risk profile.

The Single Resolution Board ("**SRB**") will have to prepare a resolution plan for each significant Belgian credit institution or group, laying out the actions it may take if the conditions for resolution are met. The resolution college of the NBB has the same powers with regard to certain non-significant Belgian credit institutions. If the SRB or the resolution college identifies material impediments to resolvability during the course of this planning process, it can require a credit institution or parent undertaking to take appropriate measures, including changes to corporate and legal structures.

The SRB also sets the level of MREL for credit institutions and groups for which it is competent. This is meant to ensure that measures of write-down or conversion of capital instruments and eligible liabilities and the bail-in tool can be effectively applied if necessary. The MREL is calculated as the amount of own funds and eligible liabilities and expressed as a percentage of the total risk exposure amount and of the total exposure measure of the institution, calculated in each case in accordance with CRR.

The MREL requirements applicable to the Issuer are determined by the SRB on a consolidated basis.

In June 2025, the SRB formally communicated to the Group the new MREL targets applicable as from the second quarter of 2025, expressed as a percentage of Risk-Weighted Assets ("**RWA**") and the amount of Leverage Ratio Exposure ("**LRE**"):

- 27.64% of RWA (including transitional Combined Buffer Requirement ("**CBR**")[4] of 5.25% in the first quarter of 2026); and
- 7.42% of LRE.

[4] Combined Buffer Requirement (transitional) = Conservation Buffer (2.50%) + O-SII Buffer (1.50%) + Countercyclical Buffer (1.16%) + Systemic Risk Buffer (0.09%). It comes on top of the MREL target as a percentage of RWA.

Besides a total MREL amount, BRRD also requires the Issuer to maintain a certain part of MREL in subordinated format (i.e., instruments subordinated to liabilities, excluded from bail-in). The binding subordinated MREL targets applicable as from the second quarter of 2025 are:

- 22.25% of RWA (including the CBR of 5.25% in the first quarter of 2026); and
- 7.42% of LRE.

As at 31 March 2026, the MREL ratio stood at 30.7% as a percentage of RWA (compared to 31.4% as at 31 December 2025) and at 10.5% as a percentage of LRE (compared to 10.4% as at 31 December 2025).

The following table shows the MREL requirements compared to the MREL position of the Group on a consolidated basis as of 31 March 2026:

| **Requirement as % of RWAs** | **MREL position** | **MREL requirement** |
|---|---|---|
| MREL | 30.7% | 27.64% |

| **Requirement as % of LREs** | **MREL position** | **MREL requirement** |
|---|---|---|
| MREL | 10.5% | 7.42% |

Early intervention

The ECB/NBB disposes of a set of powers to intervene if credit institutions or certain parent undertakings face financial distress (e.g. when a credit institution is not operating in accordance with the provisions of the Belgian Banking Law, the CRR and the CRD (as transposed into Belgian law)), but before its financial situation deteriorates irreparably. These powers include the ability to dismiss the management and appoint a special commissioner, to convene a meeting of shareholders to adopt urgent reforms, to suspend or prohibit all or part of the credit institution's activities (including a partial or complete suspension of the execution of current contracts), to order the disposal of all or part of the credit institution's shareholdings or the transfer of all or part of the network, and finally, to revoke the license of the credit institution.

Resolution

Pursuant to the SRM Regulation, the Single Resolution Mechanism entered into force on 19 August 2014 and applies amongst others to credit institutions and groups which fall under the supervision of the ECB (the "**Single Resolution Mechanism**" or "**SRM**"). It established the SRB, a resolution decision-making authority replacing national resolution authorities (such as the resolution college of the NBB) for resolution decisions with regard to significant credit institutions and groups. The SRB is responsible since 1 January 2016 of vetting resolution plans and carrying out any resolution in cooperation with the national resolution authorities (the SRB together with the resolution college of the NBB is hereinafter referred to as the "**Resolution Authority**").

The Issuer and KBC Bank are within the scope of the Single Supervisory Mechanism.

The Resolution Authority can decide to take resolution measures if it considers that all of the following circumstances are present: (i) the determination has been made by the Resolution Authority, after

consulting the competent authority, that a credit institution is failing or is likely to fail, (ii) there is no reasonable prospect that any alternative private sector measures or supervisory action can be taken to prevent the failure of the institution, and (iii) resolving the credit institution is necessary from a public interest perspective. The resolution tools are: (i) the sale of (a part of) the assets/liabilities or the shares of the credit institution without the consent of shareholders, (ii) the transfer of business to a temporary structure ("bridge bank"), (iii) the separation of clean and toxic assets and the transfer of toxic assets to an asset management vehicle and (iv) bail-in. In addition, the Resolution Authority can exercise certain resolution powers, pursuant to Articles 63 to 71 of the BRRD.

Bail-in is a mechanism to write down the bail-inable liabilities of an institution (including capital instruments such as such as Common Equity Tier 1 (CET1), Additional Tier 1 (AT1) and Tier 2 (T2) instruments) or to convert such debt instruments into equity, as a means of restoring the institution's capital position. The Resolution Authority is also empowered (and in certain circumstances required) to write down or convert eligible liabilities, before the conditions (i) to (iii) mentioned in the above paragraph are fulfilled, or together with the use of any resolution tools.

The applicability of the resolution tools and measures to credit institutions and certain parent undertakings that are part of a cross-border group are regulated by the SRM and the Belgian Royal Decree of 26 December 2015 amending the Belgian Banking Law.

## 2.12 Insurance supervision and regulation

*Introduction*

KBC Insurance NV, an insurance company governed by the laws of Belgium, is subject to detailed, comprehensive regulation in Belgium, supervised by the NBB.

Since the implementation on 1 April 2011 of the "Twin Peaks Act", the powers relating to prudential supervision have been transferred from the Commissie voor het Bank-, Financie- en Assurantiewezen/ Commission bancaire, financière et des assurances ("**CBFA**") (now the FSMA) to the NBB. The remaining supervisory powers previously exercised by the CBFA are now exercised by the Belgian FSMA. This autonomous public agency is in charge of supervision with regard to conduct of business rules and financial services providers (intermediaries).

EU directives have had and will continue to have a significant impact on the regulation of the insurance business in the EU, as such directives are implemented through legislation adopted within each Member State, including Belgium. The general objective of these EU directives is to promote the realisation of a unified internal market and to improve standards of prudential supervision and market efficiency through harmonisation of core regulatory standards and mutual recognition among EU Member States of regulatory supervision, and in particular, licensing.

*Supervision and regulation in Belgium*

The insurance regime in Belgium is governed by the Belgian law of 13 March 2016 on the legal status and supervision of insurance and reinsurance undertakings (the "**Insurance Supervision Law**"), and the Belgian law of 4 April 2014 on insurance.

The Insurance Supervision Law, among other things, implements Directive (EC) No 2009/138 of 25 November 2009, as amended (Solvency II). It sets forth the conditions under which insurance companies may operate in Belgium and defines the regulatory and supervisory powers of the NBB.

The Belgian law of 4 April 2014 on insurance, among other things, implements European legislation such as the consumer related aspects provided in Solvency II. It sets forth the conditions under which

insurance companies may operate on the Belgian insurance market and defines the regulatory and supervisory powers of the Belgian FSMA.

The regulatory framework is applicable to insurance companies in some respects similar to the regulation applicable to banks in Belgium.

*Supervision of insurance companies*

All Belgian insurance companies must obtain a licence from the NBB before they commence operations. In order to obtain a licence and maintain it, each insurance company must fulfil numerous conditions, including certain minimum capital requirements. This requires the calculation of best estimate cash flows, raised with a risk margin, corresponding to what was previously known as "technical reserves". In addition, a Solvency Capital Requirement ("**SCR**") and a Minimal Capital Requirement ("**MCR**") should be calculated and respected. The SCR is the capital an insurer needs to limit the default risk to less than 0.5% in the next twelve months.

In addition, any shareholder holding, directly or indirectly, individually or acting in concert with another person or persons, a 'qualifying holding' in the insurance company (i.e. a direct or indirect holding which represents 10% or more of the capital or the voting rights or which makes it possible to exercise a significant influence over the management of that institution) must be of "fit and proper" character to ensure proper and prudent management of the insurance company. Prior notification to the NBB and non-opposition by the NBB is required each time a person decides to acquire a qualifying holding in an insurance company or to further increase such qualifying holding as a result of which the proportion of the voting rights or of the capital held would reach or excess 20%, 30% or 50%, or so that the insurance company would become its subsidiary. If the NBB considers that the influence of such a shareholder in an insurance company jeopardises its sound and prudent management, it may suspend the voting rights attached to this participation and, if necessary, request that the shareholder transfers to a third party its participation in the insurance company. Furthermore, a shareholder who decides to dispose, directly or indirectly, of a qualifying holding or to reduce it so that the proportion of the voting rights or of the capital held would fall below 20%, 30% or 50% or so that the insurance company would cease to be its subsidiary, must notify the NBB thereof. The Belgian insurance company itself is obliged to notify the NBB of any such transfer when it becomes aware of it.

Moreover, every shareholder acquiring a holding or increasing its holding (directly or indirectly, individually, or acting in concert with third parties) to 5% or more of the voting rights or of the capital without acquiring a qualifying holding, must notify the NBB thereof within 10 working days. The same applies to a shareholder who no longer holds, directly or indirectly, more than 5% of the voting rights or capital in an insurance company.

The above-mentioned obligations are also triggered when a threshold is crossed due to a situation other than an acquisition or transfer.

The Insurance Supervision Law requires insurance companies to provide detailed periodic financial information to the NBB and the public (i.e. through the Solvency and Financial Conditions Reporting and the Regular Supervisory Reporting. The NBB also supervises the enforcement of laws and regulations with respect to the accounting principles applicable to insurance companies.

Pursuant to the Insurance Supervision Law, the NBB may, in order to exercise its prudential supervision, require that all information with respect to the financial position and the transactions of an insurance company be provided to it, either by the insurance company itself or by its affiliated companies. The NBB may supplement these communications by on-site inspections. The NBB also exercises its comprehensive supervision of insurance companies through statutory auditors who collaborate with the

NBB in its prudential supervision. An insurance company selects its statutory auditors from among the list of auditors or audit firms accredited by the NBB.

If an insurance company does not provide for the required capital requirements, the NBB may restrict or prohibit the company's free use of its assets. If an insurance company no longer meets the SCR, the NBB must require that a recovery plan be prepared. If an insurance company no longer meets the MCR, its authorisations should be withdrawn.

In general, if the NBB finds that an insurance company is not operating in accordance with the provisions of the Insurance Supervision Law, the decrees and regulations implementing the Insurance Supervision Law or the directly applicable European regulations, that its management policy or its financial position is likely to prevent it from honouring its commitments or that its administrative and accounting procedures or internal control systems present deficiencies, it will set a deadline by which the situation must be rectified. If the situation has not been rectified by the deadline, the NBB has the power to appoint a special commissioner to replace management, to prohibit or limit certain activities, to dispose of all or part of its activities, and to order the replacement of the Board of Directors and management, failing which it will itself appoint a provisional manager.

*Insurance governance*

The Insurance Supervision Law puts a lot of emphasis on the solid and efficient organisation of insurance companies and introduces to that effect a dual governance structure at management level, specialised advisory committees within the Board of Directors (Audit Committee, Risk Committee and Remuneration Committee), independent control functions, and sound remuneration policies.

The Insurance Supervision Law makes a fundamental distinction between the management of insurance activities, which is the competence of the Executive Committee, and the supervision of management and the definition of the insurance company's general and risk policy, which is entrusted to the Board of Directors. KBC Insurance has an Executive Committee of which each member is also a member of the Board of Directors.

Pursuant to the Insurance Supervision Law, the members of the Executive Committee need to permanently have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions. The fit and proper standards have been further elaborated by the NBB in the Manual on the assessment of suitability (fit & proper), as amended most recently on 20 December 2022 (the "**Manual on Assessment of Suitability**").

The Circular of 5 July 2016 regarding the prudential expectations of the NBB with respect to the governance system of the insurance and reinsurance sector, as most recently amended in June 2025 (the "**Overarching circular on system of governance**"), contains recommendations to assure the autonomy of the insurance function, the organisation of the independent control functions and the proper governance of the insurance company.

As required by the Insurance Supervision Law and the Overarching circular on system of governance, the Group has a Governance Memorandum, which sets out the corporate governance policy applying to the Issuer and its subsidiaries and of which the Governance Memorandum of KBC Insurance forms part. The corporate governance policy of an insurance company must meet the principles set out in the Insurance Supervision Law and the Overarching circular on system of governance. The most recent version of the Governance Memorandum was approved on 18 December 2025 by the Board of directors of the Issuer, KBC Bank and KBC Insurance. The public part of the governance memorandum of KBC Insurance (SFCR) is updated annually and published on www.kbc.com. The governance memorandum

of KBC Insurance is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

*Systematically relevant insurers*

Pursuant to the Insurance Supervision Law, as amended by the Belgian law of 5 November 2023, an insurance or reinsurance undertaking (or group) may be designated by the NBB as systemically relevant where its distress or failure could cause a significant disruption to the wider financial system or to the real economy. In assessing systemic relevance, the NBB takes into account criteria such as size, complexity, interconnectedness, and lack of substitutability.

The Belgian law of 5 November 2023 further provides the legal basis for additional supervisory expectations and powers (closer monitoring and more intrusive supervision, less ability to apply proportionality for governance and risk-management rules).

Designation as a systematically relevant insurer also implies that a pre-emptive recovery plan needs to be submitted to the NBB for approval, within twelve months from the date on which the relevant (re)insurer or group is designated as systemically relevant.

KBC Insurance was designated as systemically relevant by decision of the NBB's Executive Committee of 23 January 2024.

*Money laundering*

Belgian insurance companies are also subject to the AML Law referred to above.

## 2.13 Material contracts

As at the date of this Base Prospectus, the Issuer has not entered into any material contracts outside the ordinary course of its business which could result in any member of the Group being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to holders of the Notes.

## 2.14 Trend information

Overall global economic growth in 2025 was moderate. Real growth was 2.3% in the US, 1.5% in the euro area and 4.9% in China.

In the United States, uncertainty about the new administration's economic policies weighed on the labour market, especially in the second half of the year. Both weaker demand and supply-side factors played a role. Even so, US economic growth proved surprisingly resilient, despite the temporary closure of a number of government departments in the fourth quarter. This resilience was driven mainly by private consumption and private investment, including in technology and AI.In the euro area, growth remained subdued throughout 2025. Growth was relatively strong only in the first quarter, largely due to a one-off boost from net exports as firms front-loaded trade ahead of the announced US import tariffs. In the following quarters, growth stayed at or below potential. The combination of a weak manufacturing industry due to the difficult international trade environment and weak domestic demand weighed on growth in the euro area. More expansionary fiscal policies, especially in Germany, were announced but are not expected to have a visible impact. Finally, China continued to face the structural problem of overcapacity and related deflationary trends in 2025. This was compounded by the trade dispute with the US, which put additional pressure on China's export-led growth model.

Inflation trends in 2025 diverged slightly between the US and the euro area. Overall annual average inflation in 2025 was 2.7% and 2.1%, respectively. Underlying core inflation (excluding food and energy prices) remained stubbornly high in both economies, mainly driven by service price inflation. Specifically in the US, import duties also provided additional inflationary momentum. The impact on

US inflation is likely to be temporary, thus amounting to a one-off increase in the price level, with no lasting effect on inflation. In contrast, the absence of meaningful retaliation in the trade dispute with the US created disinflationary pressures in the euro area. The strong appreciation of the euro in 2025 also dampened inflation via a slower rise in import prices.

The ECB continued its easing path in 2025 and reached the end point with a 2% deposit rate in June. Since the beginning of 2025, the ECB has completely stopped reinvestments in both its APP and PEPP portfolios and intends to continue with that policy until both portfolios are fully phased out.

The US Federal Reserve (Fed) resumed its easing cycle in September 2025, which it had interrupted in December 2024, fearing the inflationary impact of the new US trade policy. The Fed also took a wait-and-see approach for a long time in 2025, as its two policy objectives (price stability and maximum employment) were at odds. There were downside risks to the labour market on the one hand, but at the same time upside risks to inflation. Eventually, the Fed cut its policy rate to its current level of 3.625% (mid-range target rate). Since December 2025, the Fed also stopped its policy of quantitative tightening. At the same moment, it launched a "Reserve Management" programme in December 2025, which aims to prevent liquidity shortages through short-term government bond purchases by the Fed if necessary.

During 2025, US and German 10-year interest rates experienced opposite trends on balance. US 10-year rates fell partly due to fears about the impact of the new US trade policy. In contrast, German ten-year rates rose sharply following the German parliamentary elections and the new government's fiscal expansion plans. On balance, this reduced the long-term interest rate differential between the US and Germany. This led to a sharp weakening of the dollar against the euro, especially in the first half of 2025.

The start of 2026 largely continued the pattern of risks seen in 2025. Despite rulings by the United States Supreme Court on several tariffs, the administration maintained its intention to reintroduce tariffs on trading partners under an alternative legal framework. Geopolitical risks also remained elevated. The US intervention in Venezuela, unrest in Iran in January, the ongoing war in Ukraine and the debate over Greenland all underlined the persistence of geopolitical tensions.

From 28 February, the situation escalated significantly with the outbreak of war in Iran. From an economic point of view, this led to a significant adverse energy price shock, which is particularly being felt in energy-importing Europe.

The risk is that the current extreme uncertainty will gradually undermine economic confidence and investment sentiment and thus eventually economic growth in the euro area. Related to sharply higher energy prices, the sustainability of public finances across a range of Eurozone member states also remains a key concern for 2026, with the risk of rising risk premia on their public debt.

## 2.15 Recent events

Information about recent events in relation to the Issuer can be found in the following sections: *"General description of the activities of the Group", "Activities in Belgium", "Activities in Central and Eastern Europe", "Activities in the rest of the world", "Banking supervision and regulation", "Insurance supervision and regulation" and "Litigation"*.

## 2.16 Litigation

This section sets out material litigation to which the Issuer or any of its companies (or certain individuals in their capacity as current or former employees or officers of the Issuer or any of its companies) are party. It describes all claims, quantified or not, that could lead to the impairment of the company's reputation or to a sanction by an external regulator or governmental authority, or that could present a risk of criminal conviction for the company, the members of the board or the management.

Although the outcome of these matters is uncertain and some of the claims concern relatively substantial amounts in damages, the management does not believe that the liabilities arising from these claims will adversely affect the Issuer's consolidated financial position or results, given the provisions that, where necessary, have been set aside for these disputes.

*Lazare Kaplan International Inc.*

Lazare Kaplan International Inc. is a U.S. based diamond company ("**LKI**"). Lazare Kaplan Belgium NV is LKI's Belgian affiliate ("**LKB**"). LKI and LKB together are hereinafter referred to as "**LK**". The merger between KBC Bank and Antwerpse Diamantbank NV ("**ADB**") on 1 July 2015 entails that KBC Bank is now a party to the proceedings below, both in its own name and in its capacity as legal successor to ADB. However, for the sake of clarity, further reference is made to ADB on the one hand and KBC Bank on the other hand as they existed at the time of the facts described.

Fact summary

Since 2008, LKB has been involved in a serious dispute with its former business partners, DD Manufacturing NV and KT Collection BVBA ("**Daleyot**"), Antwerp based diamond companies belonging to Mr. Erez Daleyot. This dispute relates to a joint venture LK and Daleyot set up in Dubai (called "**Gulfdiam**").

LKB and Daleyot became entangled in a complex litigation in Belgium, each claiming that the other party is their debtor. Daleyot initiated proceedings before the Company Court of Antwerp for payment of commercial invoices for an amount of (initially) approximately USD 9 million. LKB launched separate proceedings for payment of commercial invoices for (initially) an amount of approximately USD 38 million.

At the end of 2009, ADB terminated LK's credit facilities. After LK failed to repay the amount outstanding of USD 45,000,000, ADB started proceedings before the Company Court of Antwerp, section Antwerp, for the recovery of said amount. In a bid to prevent having to pay back the amount owed, LK in turn initiated several legal proceedings against ADB and/or KBC Bank in Belgium and the USA. These proceedings, which are summarised below, relate to, *inter alia*, the dispute between ADB and LKI with regard to the termination of the credit facility and the recovery of all the monies LKI owes under the terminated credit facility as well as allegations that LK was deprived out of circa USD 140 million by DD Manufacturing and other Daleyot entities in cooperation with ADB.

Overview Legal Proceedings

(A) Belgian proceedings (overview per court entity)

A.1. *Company Court of Antwerp, section Antwerp*

On 16 March 2010, proceedings were initiated by ADB against LKI in order to recover the monies owed to it under the terminated credit facility (approximately USD 45 million in principal). LKB voluntarily intervened in this proceeding and claimed an amount of USD 350 million from ADB. LKI launched a counterclaim of USD 500 million against ADB (from which it claims any amount awarded to LKB must be deducted).

LKI and/or LKB started numerous satellite proceedings with the sole aim to delay the decision of the Company Court of Antwerp, section Antwerp regarding ADB's recovery claim (please also refer to the proceedings described below).

Numerous times LKI and/or LKB were convicted for reckless and vexatious legal actions and were ordered to pay KBC Bank in damages for a total amount of EUR 495,000 and legal expenses

(including the legal representation costs) of EUR 204,015.51 (including the amounts granted by the decisions described below).

All decisions (45) regarding these proceedings rejected LKI and/or LKB's claims and legal actions. Only three decisions were rendered in favor of LKI. The first was a decision of the United States Court of Appeals for the Second Circuit in 2013 whereby the RICO case was reversed and remanded back to the District Court on legal technical grounds. The second decision was the ruling of Court of Cassation dated 19 December 2019 which only partially annulled the Antwerp Court of Appeal decision of 13 December 2018 regarding the lack of reasoning in relation to the order of LKI and LKB to pay damages for vexatious reckless proceedings. The case was only sent to the Brussels Court of Appeal on this aspect. The third decision was the ruling of the Court of Cassation dated 25 January 2021 annulling the decision of the Antwerp Court of Appeals dated 28 February 2019 but only on technical legal grounds (see point A.3. below).

As of the date of this Base Prospectus, after more than ten years of litigation, the Company Court of Antwerp, section Antwerp has still not been able to decide on the merits of the case. On 6 October 2020 the Company Court of Antwerp ordered a briefing schedule inviting parties to take a position on the procedural objections invoked by LK regarding the handling of KBC Bank's claim by the Court.

On 3 June 2021, the Company Court of Antwerp, section Antwerp declared that it has jurisdiction to rule on all claims and dismissed the procedural objections invoked by LK. A court hearing was set for 8 September 2022.

LKB and LKI lodged separate appeals against the decision of 3 June 2021. The Antwerp Court of Appeal merged the two appeals. Both these cases were set for hearing at 15 June 2023. However, the day before, LKB filed two petitions for withdrawal. Thereupon, the Court adjourned both these cases to the hearing of 30 November 2023.

By two judgments dated 19 October 2023, the Court of Cassation dismissed the aforementioned petitions for withdrawal and ordered LKB for the two applications each to pay EUR 10,000 in damages for vexatious reckless litigation.

On 8 February 2024 the Antwerp Court of Appeal rendered an interlocutory judgment deciding to suspend the proceedings pending the outcome of the criminal inquiries.

A.2. *Company Court of Antwerp, section Antwerp*

On 28 July 2014, LK launched proceedings against ADB and certain Daleyot entities. This claim is aimed at having certain transactions of the Daleyot entities declared null and void or at least not opposable against LK.

LK also filed a damage claim against ADB for a provisional amount of USD 60 million based on the alleged third party complicity of ADB. This case is still pending. The court postponed the case sine die.

A.3. *Company Court of Antwerp, section Antwerp*

On 10 December 2014, LKB filed a proceeding against ADB and KBC Bank claiming an amount of approximately USD 77 million, based on the allegedly wrongful grant and maintenance of credit facilities by ADB and KBC Bank to the Daleyot entities. In its last court brief LK claims an additional amount of approximately USD 5 million.

By decision of 7 February 2017, the Company Court of Antwerp, section Antwerp dismissed LKB's claim. Moreover, the court decided that the proceedings initiated by LKB were reckless and vexatious and ordered LKB to pay EUR 250,000 in damages, as well as the maximum legal representation cost of EUR 72,000.

LKB appealed against the decision of 7 February 2017. On 28 February 2019, the Antwerp Court of Appeals dismissed LKB's appeal. LKB was ordered to pay the legal representation cost for the appeal proceedings of EUR 18,000. On 18 June 2019, LKB initiated proceedings before the Court of Cassation against the decision of the Antwerp Court of Appeals dated 28 February 2019. On 25 January 2021, the Court of Cassation annulled the decision of the Antwerp Court of Appeals, but only on technical legal grounds relating to the Court of Appeals' assessment of the limitation period for LKB's liability claims. The case is sent to the Ghent Court of Appeals.

LKI – which was not a party to the first instance proceedings – commenced third-party opposition proceedings against the decision of 7 February 2017 with the Company Court of Antwerp, section Antwerp. By decision of 7 May 2019, the Company Court dismissed the third-party opposition proceedings initiated by LKI. The court ordered LKI to pay the legal representation cost of EUR 1,440.

A.4. *Criminal complaint*

On 13 October 2016, LK filed a criminal complaint with the Investigating Magistrate at the Dutch speaking Court of First Instance of Brussels against KBC Bank. On 9 April 2019 LK filed an additional complaint with the same Investigating Magistrate against KBC Bank and certain of its (former) employees. The criminal complaints are based, *inter alia*, on: embezzlement, theft and money-laundering. On 29 September 2021, KBC Bank received notification that the chambers section of the Criminal Court of Brussels will decide on the closure of the criminal investigation and on the regulation of procedure (either dismissal of charges or referral to the criminal court). On 16 November 2021 the chambers section of the Criminal Court decided to postpone the proceedings indefinitely because of LKI and LKB's request for additional investigation. On 16 December 2021, the Investigating Magistrate denied the request, except for one investigative measure. LKI and LKB appealed this decision. On 22 February 2024, the chamber for indictments rejected LKI's and LKB's appeal against the decision of the Investigating Magistrate of 16 December 2021. On 20 August 2024, pleadings were held before the chambers section of the Criminal Court of Brussels on the closure of the criminal investigation and dismissal or referral to the Criminal Court of Brussels. On 17 September 2024, the chambers section decided to postpone the proceedings indefinitely because certain electronic documents in the criminal file could not be accessed.

A.5. *Bernard L. Madoff Investments Securities LLC and Bernard L. Madoff*

On 6 October 2011, Irving H. Picard, trustee for the substantively consolidated SIPA (Securities Investor Protection Corporation Act) liquidation of Bernard L. Madoff Investments Securities LLC and Bernard L. Madoff, sued KBC Investments Ltd before the bankruptcy court in New York to recover approximately USD 110 million worth of transfers made to KBC entities. The basis for this claim were the subsequent transfers that KBC had received from Harley International, a Madoff feeder fund established under the laws of the Cayman Islands. This claim is one of a whole set made by the trustee against several banks, hedge funds, feeder funds and investors. In addition to the issues addressed by the district court, briefings were held on the applicability of the Bankruptcy Code's 'safe harbor' and 'good defenses' rules to subsequent transferees (as is the case for KBC). KBC, together with numerous other defendants, filed

motions for dismissal. District court Judge Jed Rakoff has made several intermediate rulings in this matter, the most important of which are the rulings on extraterritoriality and good faith defences.

On 27 April 2014, Judge Rakoff issued an opinion and order regarding the 'good faith' standard and pleading burden to be applied in the Picard/SIPA proceeding based on sections 548(b) and 559(b) of the Bankruptcy Code. As such, the burden of proof that lies on Picard/SIPA is that KBC should have been aware of the fraud perpetrated by Madoff. On 7 July 2014, Judge Rakoff ruled that Picard/SIPA's reliance on section 550(a) does not allow for the recovery of subsequent transfers received abroad by a foreign transferee from a foreign transferor (as is the case for KBC Investments Ltd). Therefore, the trustee's recovery claims have been dismissed to the extent that they seek to recover purely foreign transfers. In June 2015, the trustee filed a petition against KBC to overturn the ruling that the claim fails on extraterritoriality grounds. In this petition, the trustee also amended the original claim including the sum sought. The amount has been increased to USD 196 million.

On 21 November 2016, Judge Bernstein issued a memorandum decision regarding claims to recover foreign subsequent transfers, including the transfers which the trustee seeks to recover from KBC. In this memorandum decision, Judge Bernstein concluded that the trustee's claims based on foreign transfers should be dismissed out of concern for international comity and ordered a dismissal of the action against KBC. On 3 March 2017, the Bankruptcy Court issued an order denying Madoff trustee's request for leave to amend his complaint and dismissing the complaint. On 16 March 2017, trustee Picard filed an appeal of dismissal, on 27 September 2017 the Second Circuit granted trustee Picard's petition for a direct appeal, on 10 January 2018 trustee Picard filed his opening brief in appeal to the Second Circuit. Briefing in the appeal was completed on 8 May 2018, and the Second Circuit held oral argument on 16 November 2018.

On 28 February 2019, the Second Circuit reversed the Bankruptcy Court's dismissal of the actions against KBC on extraterritoriality and international comity grounds. The action against KBC has therefore been remanded back to the Bankruptcy Court for further proceedings. KBC believes it has substantial and credible defences to this action and will continue to defend itself vigorously.

In April 2019, a request for rehearing was denied.

On 30 August 2019, a petition for writ of certiorari was filed with the U.S. Supreme Court to consider the appeal and reverse the Second Circuit decision by the joint defence group.

On 10 December 2019, the U.S. Supreme Court entered a brief order inviting the U.S. Solicitor General to file a brief expressing the views of the United States Government.

On 10 April 2020, the United States Solicitor General filed a brief recommending that the Supreme Court deny the Madoff defendants' petition for a writ of certiorari.

On 2 June 2020, the U.S. Supreme Court denied the petition. As a consequence the merits of the case will be handled by the Bankruptcy Court.

On 1 August 2022, the Bankruptcy Court judge issued a stipulation and order regarding the filing of an amended complaint and subsequent scheduling of proceedings. As a result, the trustee amended his complaint on 5 August 2022 by reducing his claim to USD 86,000,000, consisting of subsequent transfers received by KBC Investments Ltd from Harley (a feeder fund).

On 18 November 2022, KBC filed a motion to dismiss the amended complaint for lack of specific jurisdiction of the US court. On 26 April 2023, the court dismissed this motion contesting

jurisdiction and proceeded to establish a case management plan for the proceedings, which provides for a term for the investigation of the facts that will end on 22 June 2026. In the meantime, both parties have released the first factual documents. The next step is to select certain persons named in the disclosures already made and who are likely to be heard by one or both parties in the proceedings. KBC still believes, although the burden of proof has been increased, it has good and credible defenses, both procedurally and on the merits including demonstrating its good faith. The procedure may still take several years.

## 3 Financial information of the Issuer

### 3.1 Financial statements

The Issuer's 2024 and 2025 annual reports contain:

- the Issuer's audited consolidated financial statements drawn up in accordance with International Financial Reporting Standards (IFRS) for the last two financial years (2024 and 2025); and
- the Issuer's audited non-consolidated financial statements drawn up in accordance with Belgian Generally Accepted Accounting Principles (GAAP) for the last two financial years (2024 and 2025).

Additionally, the Issuer has published unaudited condensed consolidated financial statements for the first quarter of 2025 and for the first quarter of 2026, drawn up in accordance with IFRS, in its extended quarterly report for the first quarter of 2025 and its extended quarterly report for the first quarter of 2026, respectively.

These annual reports and the extended quarterly reports of the Issuer are incorporated by reference into this Base Prospectus, as set out in the section entitled "*Documents Incorporated by Reference*".

### 3.2 Audit and review by the Issuer's statutory auditors

PricewaterhouseCoopers Bedrijfsrevisoren BV (*erkende revisor/réviseur agréé*), represented by Damien Walgrave and Jeroen Bockaert, with offices at Culliganlaan 5, B-1831 Diegem ("**PwC**"), was appointed as auditor of the Issuer for the financial years 2022-2024. The consolidated financial statements of the Issuer (as well as the annual accounts of the Issuer) for the year ended 31 December 2024 have been audited in accordance with International Standards on Auditing by PwC and the audit resulted in an unqualified opinion. PwC is a member of the *Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises*.

KPMG Bedrijfsrevisoren BV (*erkende revisor/réviseur agréé*), represented by Kenneth Vermeire and Stéphane Nolf, with offices at Luchthaven Brussel Nationaal 1K, 1930 Zaventem, Belgium ("**KPMG**"), was appointed as auditor of the Issuer for the financial years 2025-2027. The consolidated financial statements of the Issuer (as well as the annual accounts of the Issuer) for the year ended 31 December 2025 have been audited in accordance with International Standards on Auditing by KPMG and the audit resulted in an unqualified opinion. KPMG is a member of the *Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises*.

The reports of PwC and KPMG on the consolidated financial statements of the Issuer for the financial years ended 31 December 2024 and 31 December 2025 are incorporated by reference in, and form part of, this Base Prospectus (as set out in the section entitled "*Documents Incorporated by Reference*"), with the consent of the auditors.

# 4 Administrative, management and supervisory bodies

In accordance with the Belgian Companies and Associations Code, the Belgian Banking Law and the Insurance Supervision Law, the Issuer is managed by a Board of Directors and an Executive Committee.

## 4.1 Board of Directors

The Issuer's Board of Directors has the powers to determine the Issuer's general policy and strategy and to perform all acts which, by law, are reserved specifically for it. The Board of Directors is responsible for supervising the Executive Committee.

The Issuer's corporate object is set out in the description on page 103 of this Base Prospectus.

To the extent these laws and regulations apply to the Issuer, the Issuer complies with the laws and regulations of Belgium regarding corporate governance.

Pursuant to Article 24 of the Belgian Banking Law, the Issuer's Board of Directors has set up an Executive Committee which has the powers to perform all acts that are necessary or useful in achieving the company's object, apart from those powers invested in the Board of Directors pursuant to article 20 of the Issuer's articles of association.

As at the date of this Base Prospectus, the members of the Board of Directors are the following:

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| VLERICK Elisa<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2030 | Non-executive Director and Member of the RCC/RemCo of K&H Bank<br>Partner 9.5 ventures<br>Executive Director Moroxco NV<br>Non-executive Director Midelco NV<br>Non-executive Director and Member of the Audit Committee of Recticel NV |
| DEPICKERE Franky<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2027 | Executive Director of Almancora Beheers-maatschappij NV<br>Executive Director of Cera CV<br>Executive Director of Cera Beheersmaatschappij NV<br>Non-executive Director of KBC Bank NV<br>Non-executive Director of KBC Verzekeringen NV |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Member of the Supervisory Board of Ceskoslovenska Obchodni Banka a.s. (CR)<br>Non-executive Director of Euro Pool System International BV<br>Non-executive Director of United Bulgarian Bank AD<br>Non-executive Director of CBC Banque SA<br>Non-executive Director of KBC Global Services NV |
| DONCK Frank<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2027 | Executive Director and CEO of 3D NV<br>Executive Director of Ibervest NV<br>Non-executive Director of Anchorage NV<br>Non-executive Director of Winge Golf NV<br>Non-executive Director of KBC Verzekeringen NV<br>Non-executive Director of Group Ter Wyndt BV<br>Non-executive Director of Ter Wyndt BV<br>Non-executive director of BARCO NV<br>Non-executive Director of Academie Vastgoedontwikkeling NV<br>Non-executive Director of Bowinvest NV<br>Non-executive Director of 3D Real Estate NV<br>Chairman of the Board of Directors of Atenor NV<br>Non-executive Director of 3D Land NV<br>Non-executive Director of ForAtenor NV |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Non-executive Director of Markizaat NV<br>Non-executive Director of Luxempart SA<br>Executive Director of 3D Skywalkers BV<br>Executive Director of House of Odin BV<br>Non-executive Director of Imdoma BV<br>Non-executive Director of Mado NV<br>Non-executive Director of Immobiliën Donck NV<br>Non-executive Director of KBC Global Services NV<br>Non-executive Director of Golfzicht BV<br>Non-executive Director of Anfra BV<br>Non-executive Director of Iberis BV<br>Non-executive Director of Iberint SA<br>Executive Director of Huon & Kauri NV |
| VAN RIJSSEGHEM Christine<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Executive Director (CRO) | 2030 | Executive Director of KBC Bank NV<br>Executive Director of KBC Verzekeringen NV<br>Non-executive Director of Ceskoslovenska Obchodni Banka a.s. (CR)<br>Non-executive Director of Ceskoslovenska Obchodna Banka a.s. (SK)<br>Non-executive Director of K&H Bank Zrt.<br>Non-executive Director of United Bulgarian Bank AD |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Member of the Management Board of KBC Global Services NV |
| DEBACKERE Koenraad Alfons<br>Stesselstraat 8<br>3012 Leuven<br>Belgium | Independent Director<br>(Chairman) | 2027 | Non-executive Director of KBC Bank NV<br>Non-executive Director of KBC Verzekeringen NV<br>Non-executive Director of KBC Global Services NV<br>Non-executive Director of Umicore NV<br>Non-executive Director of Thor Park NV<br>Non-executive Director of Mo-Thor NV |
| PUELINCKX Bartel<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Executive Director<br>(CFO) | 2029 | Executive Director of KBC Verzekeringen NV<br>Executive Director of KBC Bank NV<br>Chairman of the Board of Directors of KBC Securities NV<br>Chairman of the Board of Directors of KBC Focus Fund NV<br>Member of the Management Board of KBC Global Services NV |
| ALLAERTS Michiel<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2029 | Non-executive Director of KBC Global Services NV<br>Executive Director of Themelia SA<br>Executive Director of Ravago SA<br>Executive Director of Meravida SA |
| WOLCOTT BRADEN Kristine<br>KBC Group NV<br>Havenlaan 2 | Non-executive Director | 2029 | Non-executive Director of KBC Global Services NV<br>Non-executive director of Vontobel Holding AG<br>Non-executive director of Vontobel Bank AG |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| 1080 Brussels<br>Belgium | | | |
| MERETHE HESTVIK Line<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2029 | Non-executive Director of KBC Global Services NV<br>Non-executive director of YHerst pa Kjerringoy AS<br>Non-executive director of Viderhaug AS<br>Non-executive director of Nye Kjerringoy Rorbusenter AS<br>Non-executive director of NOVA Consulting Group AS<br>Non-executive director of Innlandet Science Park<br>Non-executive director of Wallenius Wilhelmsen AS<br>Non-executive director of Storebrand ASA |
| THIJS Johan<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Executive Director<br>(CEO) | 2028 | Executive Director and CEO of KBC Verzekeringen NV<br>Executive Director and CEO of KBC Bank NV<br>Non-executive Director of DISCAI NV<br>Member of the Management Board of KBC Global Services NV |
| DE BECKER Sonja<br>MRBB<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2028 | Non-executive Director of KBC Bank NV<br>Chair of the Board of Directors of M.R.B.B. BV<br>Chair of the Board of Directors of Agri Investment Fund BV<br>Non-executive Director of KBC Verzekeringen NV<br>Chair of the Board of Directors of Aktiefinvest BV<br>Chair of the Board of Directors of Arvesta BV<br>Non-executive Director of Acerta BV |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Non-executive Director of Acerta Consult BV<br>Non-executive Director of Acerta Services BV<br>Non-executive Director of Acerta Verzekeringen BV<br>Non-executive Director of Shéhérazade Developpement BV<br>Non-executive Director of K&H Bank Zrt.<br>Chair of the Board of Directors of SBB Gecertificeerde Accountants en Adviseurs BV<br>Chair of the Board of Directors of SBB Bedrijfsdiensten BV<br>Non-executive Director of KBC Global Services NV |
| RADL ROGEROVA Diana<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Independent Director | 2028 | Non-executive Director KBC Bank<br>Non-executive Director of KBC Global Services NV<br>Managing Director of Behind Inventions |
| BOSTOEN Alain<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2027 | Executive Director of Quatorze Juillet BVBA<br>Executive Director of Christeyns Group NV<br>Executive Director of Algimo NV<br>Executive Director of Agrobos NV<br>Non-executive Director of Clover NV<br>Non-executive Director of Beaulieu International Group NV<br>Non-executive Director of KBC Verzekeringen NV |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Non-executive Director of KBC Global Services NV |
| CLINCK Erik<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2028 | Non-executive Director of Cera Beheersmaatschappij NV<br>Executive Director of Prieel 18 BV<br>Non-executive Director of KBC Verzekeringen NV<br>Non-executive Director of Van Breda Risk and Benefits NV<br>Non-executive Director of KBC Global Services NV |
| OKKERSE Liesbet<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2028 | Non-executive Director of KBC Bank NV<br>Non-executive Director of KBC Verzekeringen NV<br>Non-executive Director of Almancora Beheersmaatschappij NV<br>Non-executive Director Cera Beheersmaatschappij NV<br>Non-executive Director of KBC Global Services NV |
| REYES REVUELTA Alicia<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Independent Director | 2030 | Non-executive Director of Energias de Portugal S.A.<br>Non-executive Director of Ardonagh Europe Services Limited<br>Non-executive director of KBC Bank NV<br>Non- executive director of KBC Global Services NV |
| DE CEUSTER Marc<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2027 | Non-executive Director of KBC Bank NV<br>Non-executive Director of KBC Verzekeringen NV<br>Non- executive Director of KBC Global Services NV<br>Executive Director of Cera Beheersmaatschappij NV |

| Name and business address | Position | Expiry date mandate | External mandates |
|---|---|---|---|
| | | | Executive Director of Almancora Beheersmaatschappij NV<br>Non-executive Director of KBC Ancora NV<br>Executive Director of Cera CV<br>Non-executive Director of CBC Banque SA |
| SELS Raf<br>KBC Group NV<br>Havenlaan 2<br>1080 Brussels<br>Belgium | Non-executive Director | 2027 | Non-executive Director of KBC Verzekeringen NV<br>Non-executive Director of KBC Global Services NV<br>Executive Director and CEO of MRBB BV<br>Non-executive Director of SBB Gecertificeerde Accountants en Adviseurs BV<br>Non-executive director of SBB Bedrijfsdiensten BV<br>Non-executive Director of Arvesta BV<br>Non-executive Director of Acerta BV<br>Non-executive Director of Agri Investment Fund BV<br>Non-executive Director of Aktiefinvest BV<br>Non-executive Director of Arda Immo BV<br>Non-executive Director of Acerta Consult BV<br>Non-executive Director of Acerta Services BV<br>Non-executive Director of Acerta Verzekeringen BV<br>Non-executive Director of Shéhérazade Developpement BV |

The Board of Directors does not include any legal persons among its members and its Chairman may not be a member of the Executive Committee. A mandate is no longer than four years. Directors can be

re-elected when their term expires. The mandate of non-executive directors comes to an end at the date of the annual meeting following the day on which they reach the age of 70, save for exceptional situations. The mandate of executive directors ends at the end of the month when they reach the Belgian statutory retirement age, save for exceptional situations.

The Board of Directors is responsible for determining the overall strategy and to perform all acts which, by law, are reserved specifically for it. The Board of Directors is also responsible for monitoring the Executive Committee. It meets at least ten times a year and decides by simple majority. The activities of the Board are governed by the Belgian Companies and Associations Code, the Belgian Banking Law, the Insurance Supervision Law and the articles of association of the Issuer.

### 4.2 Audit Committee

The Audit Committee has been set up by the Board of Directors in accordance with the Belgian Banking Law and has, with some limited legal exceptions, an advisory role. The Audit Committee, among other things, supervises the integrity and effectiveness of the internal control measures and the risk management in place, paying special attention to correct financial reporting. The powers and composition of the Audit Committee, as well as its way of functioning, are extensively dealt with in the Corporate Governance Charter of the Issuer which is published on www.kbc.com. The Corporate Governance Charter is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

As at the date of this Base Prospectus, the members of the Issuer's Audit Committee are:

- Marc De Ceuster (chair)
- Alicia Reyes Revuelta (independent director)
- Diana Rádl Rogerová (independent director)

### 4.3 Risk & Compliance Committee

The Risk & Compliance Committee has been set up by the Board of Directors in accordance with the Belgian Banking Law and has an advisory role. The Risk and Compliance Committee, among other things, provides advice to the Board of Directors about the current and future risk tolerance and risk strategy.

The powers and composition of the Risk and Compliance Committee, as well as its way of functioning, are extensively dealt with in the Issuer's Corporate Governance Charter, which is available on www.kbc.com. The Corporate Governance Charter is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

As at the date of this Base Prospectus, the members of the Issuer's Risk and Compliance Committee are:

- Franky Depickere (chair)
- Frank Donck[5]
- Sonja De Becker[6]
- Diana Rádl Rogerová (independent director)
- Alicia Reyes Revuelta (independent director)

[5] Mr Frank Donck is expected to be replaced by Mr Michiel Allaerts, which is subject to confirmation by the ECB.

[6] Ms Sonja De Becker is expected to be replaced by Mr Raf Sels, which is subject to fit and proper confirmations.

- Kristine Wolcott Braden (independent director)
- Line Merethe Hestvik (independent director)

### 4.4 Nomination Committee

The Nomination Committee has been set up by the Board of Directors in accordance with the Belgian Banking Law and has an advisory role. The Nomination Committee, among other things, provides advice to the Board of Directors about the selection of suitable candidate members for the Board of Directors, its advisory committees, and the Executive Committee of the Issuer.

The powers and composition of the Nomination Committee, as well as its way of functioning, are extensively dealt with in the Issuer's Corporate Governance Charter, which is available on www.kbc.com. The Corporate Governance Charter is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

As at the date of this Base Prospectus, the members of the Issuer's Nomination Committee are:

- Koenraad Debackere (chair) (independent director)
- Franky Depickere
- Franck Donck
- Sonja De Becker
- Diana Rádl Rogerová (independent director)
- Kristine Wolcott Braden (independent director)
- Line Merethe Hestvik (independent director)

### 4.5 Remuneration Committee

The Remuneration Committee has been set up by the Board of Directors in accordance with the Belgian Banking Law and has an advisory role. The Remuneration Committee, among other things, provides advice to the Board of Directors on the remuneration policy that the Board of Directors has to draw up and on any amendment to that policy.

The powers and composition of the Remuneration Committee, as well as its way of functioning, are extensively dealt with in the Issuer's Corporate Governance Charter, which is available on www.kbc.com. The Corporate Governance Charter is not incorporated by reference into, and does not form part of, this Base Prospectus and has not been scrutinised or approved by the Belgian FSMA.

As at the date of this Base Prospectus, the members of the Issuer's Remuneration Committee are:

- Koenraad Debackere (chair) (independent director)
- Alicia Reyes Revuelta (independent director)
- Franck Donck

### 4.6 Executive Committee

The Executive Committee is empowered to perform all acts that are necessary or useful in achieving the Issuer's object, apart from those powers invested in the Board of Directors (Article 7:110 of the Belgian Companies and Associations Code, Article 212 *juncto* Article 24 of the Belgian Banking Law and Article 443 *juncto* Article 45 of the Insurance Supervision Law).

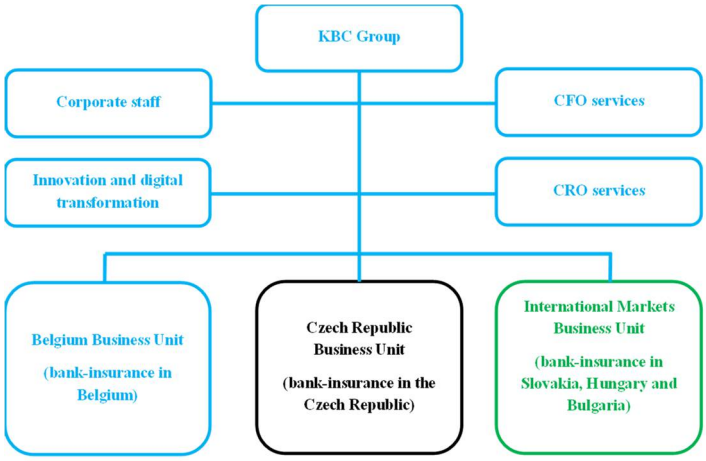
The Executive Committee exercises such powers autonomously, but always within the framework of the strategy adopted by the Board of Directors. The Executive Committee consists of seven members appointed by the Board of Directors.

As at the date of this Base Prospectus, the members of the Executive Committee are as follows:

| Name | Elected/ Appointed | Position |
|---|---|---|
| Johan Thijs | 2009 | CEO (Chief Executive Officer) |
| Bartel Puelinckx | 2024 | CFO (Chief Financial Officer) |
| Christine Van Rijsseghem | 2014 | CRO (Chief Risk Officer) |
| David Moucheron | 2021 | CEO Belgium Business Unit |
| Aleš Blažek | 2022 | CEO Czech Republic Business Unit |
| Peter Andronov | 2021 | CEO International Markets Business Unit |
| Erik Luts | 2017 | CIO (Chief Innovation Officer) |

## 4.7 Management structure

KBC Group's strategic choices are fully reflected in the Group structure, which consists, as at the date of this Base Prospectus, of a number of business units and support services and which are presented in simplified form as follows:




The management structure of KBC Group essentially comprises:

- the three business units, which focus on local business and are expected to contribute to sustainable profit and growth:
  - Belgium Business Unit;
  - Czech Republic Business Unit; and
  - International Markets Business Unit: this encompasses the other core countries in Central and Eastern Europe (the Slovak Republic, Hungary and Bulgaria) and all asset management activities;

- the pillars 'CRO Services' and 'CFO Services' (which act as an internal regulator, and whose main role is to support the business units), 'Corporate Staff' (which is a competence centre for strategic know-how and best practices in corporate organisation and communication) and 'Innovation and digital transformation'.

Each business unit is headed by a Chief Executive Officer (CEO), and these CEOs, together with the Group CEO, the Chief Risk Officer (CRO), the Chief Innovation Officer (CIO) and the Chief Financial Officer (CFO) of KBC Group constitute the executive committee of KBC Group.

## 4.8 Corporate governance

The Belgian Banking Law and the Insurance Supervision Law, of which certain provisions also apply to (mixed) financial holding companies, make a fundamental distinction between the management of an institution's activities, which falls within the competence of the Executive Committee, and the supervision of that management and the determination of the institution's overall strategy and general policy, which is entrusted to the Board of Directors. In accordance with these laws, KBC Group has an Executive Committee of which at least three members are also a member of the Board of Directors.

The members of the Executive Committee and the Board of Directors must at all times have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions. The fit and proper standards are further elaborated by the NBB in its Manual on Assessment of Suitability.

The Group' Governance Memorandum sets out the corporate governance policy applying to the Issuer and its subsidiaries.

Furthermore, in its capacity as listed company, the Issuer uses the Belgian Corporate Governance Code 2020 (the "**Code**") as reference code. The Code seeks to ensure transparency in the area of corporate governance through the publication of information in the Corporate Governance Charter and the Corporate Governance Statement.

The Governance Memorandum sets out the main aspects of the policy of the Group in the area of corporate governance, such as the governance structure, the internal regulations of the Board of Directors, its advisory committees and the Executive Committee and other important topics.

The Corporate Governance Statement is published in the annual report and contains more factual information about the corporate governance of the Group, including a description of the composition and functioning of the Board of Directors, relevant events during the year, provisions of the Code which may be waived, the remuneration report and a description of the main features of the internal control and risk management systems.

## 4.9 Conflicts of interests policy

The Issuer's policy on conflicts of interests involving members of the Executive Committee and the Board of Directors is set out in its Corporate Governance Charter.

Information on conflicts of interests that arose during the year is included in the Corporate Governance Statement in the Issuer's annual reports.

The Issuer is not aware of any potential conflicts of interests between a director's obligations towards the Issuer and that director's personal interests and/or other obligations.

The Issuer's policy on other conflicts of interests (for example, intragroup conflicts of interests and conflicts between shareholders, employees or clients and the Issuer) is described in the Governance Memorandum.

# USE OF PROCEEDS

The net proceeds from the issue of Notes under the Programme will be used for the general corporate purposes of the Group.

The net proceeds of the Subordinated Tier 2 Notes will be used to strengthen the Issuer's capital base on a fully loaded basis under the CRD IV framework. These Notes form part of the Issuer's long-term funding, which it uses to fund and manage its activities and which it may on-lend to its subsidiaries.

The Issuer may on-lend the net proceeds of the Subordinated Tier 2 Notes to KBC Bank NV under a framework agreement. Such on-lending is intended to qualify at the level of KBC Bank NV as Tier 2 Capital for regulatory capital purposes.

The Issuer may, if it so elects, on-lend the net proceeds of the Senior Notes to its subsidiaries on a senior non-preferred or subordinated basis in order for the relevant loan to qualify as minimum requirement for own funds and eligible liabilities ("**MREL**") under applicable regulation.

If in respect of any particular issue there is a particular identified use of proceeds, this will be stated in the applicable Final Terms. In particular, the Issuer may issue Notes where the applicable Final Terms specify that an amount equivalent to the net proceeds of the relevant Senior Notes or Subordinated Tier 2 Notes will be applied exclusively to finance and/or refinance loans, assets, projects and activities of the Group that promote climate-friendly and other environmental or sustainable purposes (Green Bond Eligible Assets) or social purposes (Social Bond Eligible Assets), in each case in accordance with the Issuer's Green Bond Framework or Social Bond Framework, respectively (such capitalised terms as defined in the section entitled "*Green Bonds and Social Bonds*"). In such cases, the Issuer will on-lend the net proceeds to KBC Bank NV so that KBC Bank NV can finance and/or refinance the relevant Green Bond Eligible Assets or Social Bond Eligible Assets, as applicable.

# GREEN BONDS AND SOCIAL BONDS

The Issuer may issue Notes where the use of proceeds is specified in the applicable Final Terms to be for the financing and/or refinancing of "green", "sustainability" or "social" projects of the Group, in each case in accordance with the Issuer's Green Bond Framework or Social Bond Framework, as defined below.

## Green Bond Framework

### *Introduction*

In November 2023, the Group updated and published its existing framework for the issue of green bonds (the "**Green Bond Framework**") under which the Issuer or any of its subsidiaries can attract funding to finance and/or refinance "green" or "sustainable" projects with a positive environmental benefit, in accordance with certain prescribed eligibility criteria, through the issuance of bonds (any bonds issued by reference to the Green Bond Framework are referred to as "Green Bonds").

The Issuer's Green Bond Framework is publicly available on the Issuer's website (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-green-bond.html). The Issuer's Green Bond Framework is not incorporated by reference in, and does not form part of, this Base Prospectus.

The Green Bond Framework is in line with the ICMA Green Bond Principles (version of 2021, including Appendix 1 dated June 2022, but not the most recent version of June 2025). The Group aims to progressively incorporate into the Green Bond Framework the criteria for environmentally sustainable economic activities set out in the EU Taxonomy delegated acts and intends to further align with these criteria where this is practically feasible. The Group also intends, over time, to further align the Green Bond Framework with evolving market and industry best practices, including those reflected in the European Green Bond Standard and other relevant guidelines as they develop.

This section contains a short summary of the Green Bond Framework as at the date of this Base Prospectus. Prospective investors should take note that the Green Bond Framework may be amended, supplemented or replaced from time to time. This summary does not replace, and must be read in conjunction with, the Issuer's Green Bond Framework. In case of any inconsistency, the Green Bond Framework will prevail.

Investors should also have regard to the risk factors described under the section entitled "*Risks related to Notes which are issued as Green Bonds or Social Bonds*" in the section "*Risk Factors*".

For all Green Bonds, (i) the use of proceeds, (ii) the process for project evaluation and selection, (iii) the management of the net proceeds, (iv) the reporting on allocation and impact and (v) the external review will be carried out in accordance with the Green Bond Framework.

### *Use of proceeds*

An amount equivalent to the net proceeds of each issue of Green Bonds is used exclusively to finance and/or refinance, in whole or in part, projects and activities falling within the following categories: 1) Energy Efficient Buildings, 2) Renewable Energy and 3) Clean Transportation (the "**Use of Proceeds Categories**").

To qualify as eligible assets (the "**Green Bond Eligible Assets**"), the selected loans are required to meet the following eligibility criteria:

| | |
|---|---|
| 1 **Energy Efficient Buildings** | |
| | • Mortgage loans and commercial loans to (re)finance new and existent residential buildings smaller than 5.000m$^2$, in Belgium which meet the following criteria: |

| | |
|---|---|
| | • Buildings built after 31/12/2020 with Primary Energy Demand ("**PED**") at least 10 per cent. lower than the threshold set in the national nearly zero-energy building ("**NZEB**") requirements.<br>• Buildings built before 31/12/2020 that have at least an Energy Performance Certificate ("**EPC**") class A, or are within the top 15 per cent. of the national or regional building stock expressed as operational Primary Energy Demand ("**PED**"). |
| 2 **Renewable Energy** | |
| *Renewable energy power generation* | • Loans to (re)finance equipment, development, manufacturing, construction, operation, distribution and maintenance of renewable energy generation sources in the EU and the UK:<br>• Onshore and offshore wind energy<br>• Solar energy |
| 3 **Clean Transportation** | |
| *Low carbon land transport* | • (Re)financing of the purchase, renting, leasing and operation of zero-emission vehicles in Belgium:<br>• Fully electric, hydrogen or other non-fossil fuel-based vehicles for the transportation of passengers |

The allocation of the proceeds of the Green Bonds to the underlying Green Bond Eligible Assets may not meet all investors' expectations and in particular, may not be aligned with future guidelines and/or regulatory or legislative criteria regarding sustainability performance.

***Process for project evaluation and selection***

Upon submission of projects by the business units, the Green and Social Bond Committee, comprised of representatives including at least one general manager from Group Treasury, Corporate Sustainability and representatives from the business units (in scope of Green Bond Eligible Assets), will verify the compliance of the projects with the Use of Proceeds requirements and select projects as Green Bond Eligible Assets. The Green Bond Eligible Assets are furthermore evaluated by an assessment against the Group's sustainability policies and the standards of the KBC Group Sustainability Framework[7], where applicable.

The Green and Social Bond Committee will document the assessment process with the view to demonstrate to an independent auditor that funded loans meet the applicable eligibility criteria.

***Management of proceeds***

The net proceeds of the Green Bonds will be managed by the Treasury team of the Issuer on a portfolio basis. As long as any Green Bonds are outstanding, it is intended to exclusively allocate an amount equivalent to the net proceeds of such Green Bonds to a portfolio of Green Bond Eligible Assets in line with the abovementioned eligibility criteria and evaluation and selection process. The Issuer will label all allocated Green Bond Eligible Assets in its internal information systems and will monitor these allocations at least on an annual basis. If an asset no longer meets the eligibility criteria, the Issuer will remove the loan from the Green Bond portfolio and will strive to replace it with a Green Bond Eligible Asset as soon as possible, subject to availability.

[7] The KBC Group Sustainability Framework is not incorporated by reference into, and does not form part of, this Base Prospectus, and has not been scrutinised or approved by the Belgian FSMA.

Pending the full allocation of the proceeds to Green Bond Eligible Assets, or in case insufficient Green Bond Eligible Assets are available, the Issuer commits to hold the balance of net proceeds not allocated to Green Bond Eligible Assets within the treasury of the Group, invested in money market products, cash and/or cash equivalent.

***Reporting***

The Issuer intends to publicly report on the allocation and the non-financial impact of the Green Bond Eligible Assets included in its Green Bond portfolio on portfolio level, at least on an annual basis. More specifically, the Issuer intends to report on an annual basis on (i) the total amount of proceeds allocated to Green Bond Eligible Assets, (ii) the amounts allocated to Green Bond Eligible Assets per Use of Proceeds Category, (iii) the origination timeframe and maturity profile of the loans per Use of Proceeds Category, (iv) the amount of unallocated proceeds and (v) the share of financing versus refinancing. The Issuer also aims to report on the impact of the Green Bond Eligible Assets by category from a sustainable and environmental perspective.

The allocation and impact reports will be published on KBC's website (http://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html

Any reports made available on the Issuer's website do not form part of, and are not incorporated by reference into, this Base Prospectus.

***External review***

The Issuer has commissioned Sustainalytics to provide a second party opinion for its Green Bond Framework. Sustainalytics has reviewed the Issuer's Green Bond Framework and issued a second party opinion (the "**Second Party Opinion**") confirming the alignment of it with the ICMA Green Bond Principles (version of 2021, including Appendix 1 dated June 2022, but not the most recent version of June 2025). The Second Party Opinion does not assess or confirm compliance of the Green Bonds and the use of proceeds with the criteria and procedures set out in the Green Bond Framework. The Second Party Opinion is available on the Issuer's website (https://www.kbc.com/en/investor-relations/debt-issuance/kbc-green-bond.html) and is not incorporated in, and does not form part of, this Base Prospectus and may be amended, updated, expanded and/or replaced from time to time.

The Issuer also intends to appoint one or more external parties to provide a post-issuance verification on the Green Bonds issued. The post-issuance verification verifies the relevant allocation report when net proceeds from an issuance of Green Bonds have been allocated in full towards Green Bond Eligible Assets. The post-issuance verification is intended to become available on KBC's Investor Relations website.

The Issuer will request on an annual basis a post-issuance verification, starting one year after issuance and until maturity, in the form of a limited assurance report of the allocation of the Green Bond proceeds to Green Bond Eligible Assets, provided by a reputable external auditor.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Second Party Opinion or the limited assurance report, or any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Green Bonds, and in particular as to whether any Green Bond Eligible Assets fulfil any environmental or other criteria. Any such opinion, report or certification is not nor should be deemed to be, a recommendation by the Issuer, the Dealers, or any other person to buy, sell or hold any Green Bonds. As a result, neither the Issuer nor the Dealers will be, or shall be deemed, liable for any issue in connection with its content. For the avoidance of doubt, this is without prejudice to the responsibility of the Issuer for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes, as set out in the paragraph entitled "*Important information relating to the use of this Base Prospectus*".

## Social Bond Framework

### *Introduction*

In April 2022, the Group developed and published a framework for the issue of social bonds (the "**Social Bond Framework**") under which the Issuer or KBC Bank NV can attract funding to finance and/or refinance projects and activities with clear social benefits, in accordance with certain prescribed eligibility criteria, through the issuance of bonds (any bonds issued under the Social Bond Framework are referred to as "**Social Bonds**").

The Issuer's Social Bond Framework is publicly available on the Issuer's website (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html). The Issuer's Social Bond Framework is not incorporated by reference in, and does not form part of, this Base Prospectus.

The Social Bond Framework has been prepared in line with the voluntary guidelines of the ICMA Social Bond Principles (version 2021, but not the most recent version of June 2025). The EU Taxonomy and European Green Bond Standard have not been considered in the development of the Issuer's Social Bond Framework. The Issuer has not updated the Social Bond Framework in accordance with any subsequent versions of the ICMA Social Bond Principles.

This section contains a short summary of the Social Bond Framework as at the date of this Base Prospectus. Prospective investors should take note that the Social Bond Framework may be amended, supplemented or replaced from time to time. This summary does not replace, and must be read in conjunction with, the Issuer's Social Bond Framework. In case of any inconsistency, the Social Bond Framework will prevail.

Investors should also have regard to the risk factors described under the section entitled "*Risks related to Notes which are issued as Green Bonds or Social Bonds*" in the section "*Risk Factors*".

For Social Bonds, (i) the use of proceeds, (ii) the process for project evaluation and selection, (iii) the management of the net proceeds, (iv) the reporting on allocation and impact and (v) the external review will be carried out in accordance with the Social Bond Framework.

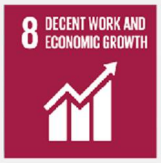
### *Use of proceeds*

An amount equivalent to the proceeds of Social Bond issuances will be exclusively used to finance or refinance, in whole or in part, projects and activities with clear social benefits in the categories listed in the tables below.

Such allocation shall take place via the on-lending by the Issuer of an amount equal to the net proceeds of the Social Bonds to KBC Bank NV in order for KBC Bank NV to finance and/or refinance the relevant Social Bond Eligible Assets (as defined below).

To qualify as eligible assets ("**Social Bond Eligible Assets**"), the selected loans are required to have originated in Belgium and meet the following eligibility criteria:

| **Social Bond Category** | **Eligibility Criteria** | **Target Populations** | **Alignment with SDG(s)** |
|---|---|---|---|
| **Access to Essential Services - Education**<br>**Objectives:** Increase access to quality education<br>**Social Benefits:** Reduce education inequalities | | | |
| Access to education | (Re)financing of activities for public schools, including kindergarten and universities: | General public access to state/public schools | |

| Social Bond Category | Eligibility Criteria | Target Populations | Alignment with SDG(s) |
|---|---|---|---|
| | • Construction, extension or refurbishment of equipment and infrastructures<br>• Dedicated programmes, furniture, learning materials and other equipment | and free private schools |  |
| Affordable basic infrastructure for sport and culture | Support of projects (including those subsidised by local authorities) improving access to sport and cultural facilities (e.g. construction of public sport and cultural facilities) | General public |  |

| Social Bond Category | Eligibility Criteria | Target Populations | Alignment with SDG(s) |
|---|---|---|---|
| **Access to Essential Services - Health**<br>**Objectives:** Increase access to healthcare<br>**Social Benefits:** Reduce health related inequalities | | | |
| Hospitals | (Re)financing for the development, acquisition, construction, extension or refurbishment of buildings, equipment, infrastructures and general corporate purposes related to hospitals | General public |  |
| Care facilities | (Re)financing of residential care centres, elderly care centres, disabled care, and service flats:<br>• Construction, extension or refurbishment of equipment and infrastructures<br>• Acquisition of buildings, facilities or equipment | Aging population, People with disabilities |  |

| Social Bond Category | Eligibility Criteria | Target Populations | Alignment with SDG(s) |
|---|---|---|---|
| **Affordable Housing**<br>**Objectives:** Support access to housing<br>**Social Benefits:** Reduce inequalities | | | |

| Social Bond Category | Eligibility Criteria | Target Populations | Alignment with SDG(s) |
|---|---|---|---|
| Social housing | (Re)financing of social housing:<br>• Development, construction, renovation and maintenance of social housing projects | Governmental agencies that provide social mortgages and housing |  |

| Social Bond Category | Eligibility Criteria | Target Populations | Alignment with SDG(s) |
|---|---|---|---|
| **Employment Generation**<br>**Objectives:** Foster economic growth<br>**Social Benefits:** Employment generation including to alleviate the impact of socioeconomic crisis | | | |
| SME[8] loans | (Re)financing of:<br>• SMEs in socio-economically disadvantaged areas (see the Appendix)<br>• SMEs impacted by the consequences of extreme events such as extreme weather events and natural disasters<br>• SMEs affected by a pandemic crisis such as the Covid-19 crisis (including, but not limited to hospitality, entertainment & leisure services, and manufacturing activities assigned within the shipping sector) | SMEs in socio-economically disadvantaged areas, SMEs impacted by the consequences of extreme events or pandemics |  <br>  |

The Issuer refers to Appendix 2 to the Social Bond Framework for further information relating to eligibility criteria and to Appendix 1 for further information relating to the exclusions and restrictions applicable to lending by the Group.

***Process for project evaluation and selection***

Upon submission of projects by the business units, the Green and Social Bond Committee, comprised of representatives including at least one general manager from Group Treasury, Corporate Sustainability and representatives from the business units (when required), will verify the compliance of the projects with the Use

[8] As defined by the European Commission on its website https://single-market-economy.ec.europa.eu/smes/sme-definition_en. This website is not incorporated by reference into, and does not form part of, this Base Prospectus, and has not been scrutinised or approved by the Belgian FSMA.

of Proceeds requirements and select projects as Social Bond Eligible Assets. The Green and Social Bond Committee also verifies that all selected Social Bond Eligible Assets comply with the standards of the KBC Group Sustainability Framework[9], where applicable. Furthermore, the Green and Social Bond Committee will consider the perceived environmental and social risks associated with each of the relevant projects as a part of the approval and monitoring of Social Bond Eligible Asset allocation.

The Green and Social Bond Committee will document the assessment process with the view to demonstrate to an independent auditor that funded loans meet the applicable eligibility criteria.

***Management of proceeds***

The net proceeds of the Social Bonds will be managed by the Treasury team of the Issuer on a portfolio basis. As long as any Social Bonds are outstanding, it is intended that an amount equivalent to the net proceeds of such Social Bonds will be allocated exclusively to a portfolio of Social Bond Eligible Assets in line with the abovementioned eligibility criteria and evaluation and selection process. The Issuer will individually identify all allocated Social Bond Eligible Assets in its internal information systems and will monitor these allocations on a quarterly basis. If an asset no longer meets the eligibility criteria, the Issuer will remove the loan from the Social Bond portfolio and will strive to replace it with a Social Bond Eligible Asset as soon as possible, subject to availability.

Pending the full allocation of the proceeds to Social Bond Eligible Assets, or in case insufficient Social Bond Eligible Assets are available, the Issuer commits to hold the balance of net proceeds not allocated to Social Bond Eligible Assets within the treasury of the Group, invested in money market products, cash and/or cash equivalent.

***Reporting***

The Issuer intends to regularly provide investors with information on both the allocation of proceeds and the non-financial impact of the Social Bond Eligible Assets included in its Social Bond portfolio, as further specified in the Social Bond Framework. More specifically, the Issuer intends to report on an annual basis on (i) the total amount of proceeds allocated to Social Bond Eligible Assets, (ii) the amounts allocated to Social Bond Eligible Assets per Social Bond Category, (iii) the origination timeframe and maturity profile of the loans per Social Bond Category and (iv) the amount of unallocated proceeds, if any. The Issuer also aims to publish a social report on various indicator metrics of the Social Bond Eligible Assets on an annual basis.

The allocation and impact reports will be published on KBC's website (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html). Any reports made available on the Issuer's website do not form part of, and are not incorporated by reference into, this Base Prospectus.

***External review***

The Issuer has commissioned Sustainalytics to provide a second party opinion for its Social Bond Framework. Sustainalytics has reviewed KBC Social Bond Framework and issued a second party opinion (the "**Social Bond Framework Opinion**") confirming the alignment of it with the Social Bond Principles (version of 2021, but not the most recent version of June 2025). The Social Bond Framework Opinion does not assess or confirm compliance of the Social Bonds and the use of proceeds with the criteria and procedures set out in the Social Bond Framework. The Social Bond Framework Opinion is available on the Issuer's website (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html) and is not incorporated in, and does not form part of, this Base Prospectus and may be amended, updated, expanded or replaced from time to time.

[9] The KBC Group Sustainability Framework is not incorporated by reference into, and does not form part of, this Base Prospectus, and has not been scrutinised or approved by the Belgian FSMA.

The Issuer will request on an annual basis, starting one year after issuance and until maturity, a limited assurance report of the allocation of the Social Bond proceeds to Social Bond Eligible Assets, provided by a reputable external auditor.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of the Social Bond Framework Opinion or the limited assurance report, or any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Social Bonds, and in particular as to whether any Social Bond Eligible Assets fulfil any environmental or other criteria. Any such opinion, report or certification is not nor should be deemed to be, a recommendation by the Issuer, the Dealer, or any other person to buy, sell or hold any Social Bonds. As a result, neither the Issuer nor the Dealers will be, or shall be deemed, liable for any issue in connection with its content. For the avoidance of doubt, this is without prejudice to the responsibility of the Issuer for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes, as set out in the paragraph entitled "*Important information relating to the use of this Base Prospectus*".

# TAXATION

*The tax legislation in force in the jurisdiction of a potential investor, in the Issuer's country of incorporation (i.e., Belgium) and in any other relevant jurisdiction may have an impact on the income which may be received from the Notes. The statements herein regarding taxation are based on the laws in force in Belgium as of the date of this Base Prospectus and are subject to any changes in law, potentially with a retroactive effect.*

*Without prejudice to the foregoing, investors should note that the Belgian federal government has announced several tax measures in its governmental agreement which may potentially impact the tax overview set out below. Investors should note that the below overview is based on laws available on the date of this Base Prospectus.*

*The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own, redeem or dispose of the Notes. Each prospective Noteholder or beneficial owner of Notes should consult its tax advisor as to the Belgian tax consequences of any investment in, or ownership and disposition of, the Notes or that of any other relevant jurisdiction.*

## Belgium

The following summary describes the principal Belgian tax considerations of acquiring, holding and selling the Notes. This information is of a general nature based on the Issuer's understanding of current law and practice and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Notes. In some cases, different rules can be applicable. The summary is based on laws, treaties and regulatory interpretations in effect in Belgium on the date of this Base Prospectus, all of which can be amended in the future, possibly implemented with retroactive effect. Furthermore, the interpretation of the tax rules may change. Investors should appreciate that, as a result of evolutions in law or practice, the eventual tax consequences may be different from what is stated below.

Each prospective Noteholder should consult a professional adviser with respect to the tax consequences of an investment in the Notes, taking into account their own particular circumstances and the influence of each regional, local or national law.

For purposes of this summary, a Belgian resident is an individual subject to Belgian personal income tax (*personenbelasting/impôt des personnes physiques*) (that is, an individual who is domiciled in Belgium or has his seat of wealth in Belgium or a person assimilated to a resident for purposes of Belgian tax law), a company subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*) (that is, a corporate entity that has its main establishment or place of effective management in Belgium and which is not excluded by law of the Belgian corporate income tax; a company having its registered seat in Belgium shall be presumed, unless the contrary is proved, to have its principal establishment or place of effective management in Belgium), an Organisation for Financing Pensions subject to Belgian corporate income tax (that is, a Belgian pension fund incorporated under the form of an Organisation for Financing Pensions), or a legal entity subject to Belgian income tax on legal entities (*rechtspersonenbelasting/impôt des personnes morales*) (that is, a legal entity other than a company subject to Belgian corporate income tax, that has its main establishment or place of effective management in Belgium). A Belgian non-resident is any person that is not a Belgian resident.

## Belgian withholding tax

For Belgian income tax purposes, interest includes (i) periodic interest income, (ii) any amounts paid by the Issuer in excess of the issue price (upon full or partial redemption whether or not at maturity, or upon purchase by the Issuer), and (iii) in case of a realisation of the Notes between interest payment dates to any third party, excluding the Issuer, the pro rata of accrued interest corresponding to the holding period.

Payments of interest on the Notes made by or on behalf of the Issuer are as a rule subject to Belgian withholding tax, currently at a rate of 30 per cent. on the gross amount.

However, the holding of the Notes in the securities settlement system of the NBB (the "**Securities Settlement System**") permits investors to collect payments of interest and principal on their Notes free of Belgian withholding tax if and as long as at the moment of payment or attribution of interest the Notes are held by certain investors (the "**Eligible Investors**", see below) in an exempt securities account ("**X-account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the Securities Settlement System. OeKB, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, Iberclear, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto and LuxCSD are Participants for this purpose.

Holding the Notes through the Securities Settlement System enables Eligible Investors to receive the gross interest income on their Notes and to transfer the Notes on a gross basis.

Participants in the Securities Settlement System must keep the Notes which they hold on behalf of Eligible Investors on an X-account, and those which they hold on behalf of non-Eligible Investors in a non-exempt securities account ("**N-account**"). Payments of interest made through X-accounts are free of withholding tax; payments of interest made through N-accounts are subject to withholding tax, currently at a rate of 30 per cent., which is withheld from the interest payment and paid by the NBB to the tax authorities.

Eligible Investors are those entities referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing/arrêté royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier*), as amended, which includes *inter alia*:

(i) Belgian resident companies subject to Belgian corporate income tax referred to in Article 2, §1, 5°, b) of the Belgian Income Tax Code of 1992 (*wetboek van inkomstenbelastingen 1992/code des impôts sur les revenus 1992*) ("**BITC**");

(ii) Without prejudice to Article 262, 1° and 5° of the BITC, the institutions, associations or companies referred to in Article 2, §3 of the law of 9 July 1975 with respect to the control of insurance companies other than those referred to in (i) and (iii);

(iii) Semi-governmental institutions (*parastatale instellingen/institutions parastatales*) for social security or institutions equated therewith referred to in Article 105, 2° of the Belgian Royal Decree of 27 August 1993 implementing the BITC (*koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992/arrêté royal d'exécution du code des impôts sur les revenus 1992*) ("**RD/BITC**");

(iv) Non-resident savers referred to in Article 105, 5° of the RD/BITC whose holding of the Notes is not connected to a professional activity in Belgium;

(v) Belgian qualifying investment funds recognised in the framework of pension savings referred to in Article 115 of the RD/BITC;

(vi) Investors referred to in Article 227, 2° of the BITC, subject to non-resident income tax (*belasting van niet inwoners/impôt des non-résidents*) in accordance with Article 233 of the BITC and which have used the income generating capital for the exercise of their professional activities in Belgium;

(vii) The Belgian State, in respect of investments which are exempt from withholding tax in accordance with Article 265 of the BITC;

(viii) Investment funds governed by foreign law (such as *beleggingsfondsen/fonds de placement*) that are an undivided estate managed by a management company for the account of the participants, provided the fund units are not publicly issued in Belgium or traded in Belgium; and

(ix) Belgian resident companies not referred to under (i), whose activity exclusively or principally exists of granting credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident individuals and Belgian non-profit organisations, other than those mentioned under (ii) and (iii) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Belgian Royal Decree of 26 May 1994, as amended, to which investors should refer for a precise description of the relevant eligibility rules.

Transfers of Notes between an X-account and an N-account give rise to certain adjustment payments on account of withholding tax:

- A transfer from an N-account (to an X-account or N-account) gives rise to the payment by the transferor non-Eligible Investor to the NBB of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- A transfer to an N-account (from an X-account or an N-account) gives rise to the refund by the NBB to the transferee non-Eligible Investor of withholding tax on the accrued fraction of interest calculated from the last interest payment date up to the transfer date.
- Transfers of Notes between two X-accounts do not give rise to any adjustment on account of withholding tax.

When opening an X-account with the Securities Settlement System or with a Participant for the holding of Notes, an Eligible Investor will be required to certify its eligible status on a standard form claimed by the Belgian Minister of Finance and send it to the participant to the Securities Settlement System where this account is kept. This statement does not need to be periodically reissued (although Eligible Investors must update their certification should their eligible status change). Participants in the Securities Settlement System are however required to annually make declarations to the NBB as to the eligible status of each investor for whom they hold Notes in an X-account during the preceding calendar year.

An X-account may be opened with a Participant by an intermediary (an "**Intermediary**") in respect of Notes that the Intermediary holds for the account of its clients (the "**Beneficial Owners**"), provided that each Beneficial Owner is an Eligible Investor. In such case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that (i) the Intermediary is itself an Eligible Investor and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors. A Beneficial Owner is also required to deliver a statement of its eligible status to the Intermediary.

These identification requirements do not apply to Notes held with any central securities depositaries, as defined by Article 2, §1, 1) of Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 on improving securities settlement in the European Union and on central securities depositories and amending Directives (EC) No 98/26 and (EU) No 2014/65 and Regulation (EU) No 236/2012, acting as Participants in the Securities Settlement System, provided that (i) they only hold X-accounts, (ii) they are able to identify the holders for whom they hold Notes in such account and (iii) the contractual rules agreed upon by these central securities depositaries acting as Participants include the contractual undertaking that their clients and account owners are all Eligible Investors.

Hence, these identification requirements do not apply to Notes held in OeKB, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, Iberclear, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto and LuxCSD, or any other central securities depository as Participants in the Securities Settlement System, provided that (i) OeKB, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, Iberclear, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto and LuxCSD only hold X-accounts, (ii) they are able to identify the holders for whom they hold Notes in such account and (iii) the contractual rules agreed upon by these central securities depositaries include the contractual undertaking that their clients and account owners are all Eligible Investors.

## Belgian income tax and capital gains

### Belgian resident individuals

For natural persons who are Belgian residents for tax purposes, i.e. who are subject to the Belgian personal income tax (*personenbelasting/impôt des personnes physiques*) and who hold the Notes as a private investment, payment of the 30 per cent. withholding tax fully discharges them from their personal income tax liability with respect to these interest payments (*bevrijdende roerende voorheffing/précompte mobilier libératoire*). This means that they do not have to declare the interest obtained on the Notes in their personal income tax return, provided that the Belgian withholding tax of 30 per cent. was levied on these interest payments.

Belgian resident individuals may nevertheless elect to declare the interest payment (as defined above in the section "*Belgian withholding tax*") in their personal income tax return. Where the beneficiary opts to declare them, interest payments will normally be taxed at the interest withholding tax rate of 30 per cent. or at the progressive personal tax rate taking into account the taxpayer's other declared income, whichever is lower. No local surcharges will be due. If the interest payment is declared, the Belgian withholding tax retained is creditable in accordance with the applicable legal provisions.

The Law of 6 April 2026 (*Wet tot invoering van een belasting op meerwaarden op financiële activa*/*Loi introduisant un impôt sur les plus-values sur les actifs financiers*) has introduced a tax on capital gains on financial assets realised (the "**Capital Gains Tax**") which applies if the capital gain is realised within the scope of the normal management of one's private estate. The capital gains realised on the transfer of the Notes are in scope of this Capital Gains Tax, unless, and to the extent, the capital gain qualifies as interest (see above). The Capital Gains Tax applies to all capital gains realised on financial assets (including the Notes) as from 1 January 2026, to the extent the capital gain has accrued after that date. The Capital Gains Tax includes specific rules for determining the amount of the taxable capital gain. Capital gains, as determined under the law, will be taxed at a rate of 10 per cent.

Capital losses realised on financial assets (including the Notes) are deductible from the taxable basis of taxable capital gains realised on the same category of financial assets. These capital losses are not carried forward to subsequent assessment years. An exemption is available for an annual amount of taxable basis of EUR 10,000 (amount applicable to taxable year 2026 – assessment year 2027).

Certain events are treated as a realisation of financial assets (for example, a change of tax residence by a Belgian resident individual), triggering the application of the Capital Gains Tax.

Where a Belgian intermediary is involved in the payment of taxable capital gains, that intermediary is in principle required to levy the Capital Gains Tax in the form of a withholding tax, unless, among other things, the relevant Belgian resident individual has opted out of the application of such withholding tax. If no Belgian withholding tax has been levied, Belgian resident individuals will be required to report the taxable capital gains in their personal income tax return.

Investors should note that the above is a brief summary of the Capital Gains Tax. Prospective investors should consult their tax adviser to assess the impact of the Capital Gains Tax in light of their particular situation.

**Belgian resident companies**

Corporate Noteholders who are Belgian residents for tax purposes, i.e. who are subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*) are subject to the following tax treatment in Belgium with respect to the Notes.

Interest derived by Belgian corporate investors on the Notes and capital gains realised on the Notes are taxable at the ordinary corporate income tax rate of 25 per cent. Subject to certain conditions, a reduced corporate income tax rate of 20 per cent. applies for small enterprises (as defined by Article 1:24, §1 to §6 of the Belgian Companies and Associations Code) on the first EUR 100,000 of taxable profits.

Capital losses realised upon the disposal of the Notes are, in principle, deductible.

Any Belgian withholding tax that has been levied is creditable in accordance with the applicable legal provisions.

Other tax rules apply to investment companies within the meaning of Article 185bis of the BITC.

**Belgian legal entities**

For legal entities subject to Belgian legal entities tax (*rechtspersonenbelasting/impôts des personnes morales*) which have been subject to the 30 per cent. Belgian withholding tax on interest payments, such withholding tax constitutes the final taxation.

Belgian legal entities which have received interest income on Notes without deduction for or on account of Belgian withholding tax are required to declare and pay the 30 per cent. withholding tax to the Belgian tax authorities themselves.

Please note that the abovementioned Capital Gains Tax also applies to entities subject to the Belgian tax on legal entities, unless, and to the extent, the capital gain qualifies as interest (see above).

**Organisation for Financing Pensions**

Interest and capital gains derived by Organisations for Financing Pensions in the meaning of the Belgian law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision (*wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorzieningen/loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle*), are in principle exempt from Belgian corporate income tax. Capital losses are in principle not tax deductible. Subject to certain conditions, any Belgian withholding tax that has been levied can be credited against any corporate income tax due and any excess amount is in principle refundable.

**Belgian non-residents**

Noteholders who are non-residents of Belgium for Belgian tax purposes and are not holding the Notes through a Belgian establishment and do not invest the Notes in the course of their Belgian professional activity will not incur or become liable for any Belgian tax on income or capital gains by reason only of the acquisition, ownership or disposal of the Notes, provided that they qualify as Eligible Investors and hold their Notes in an X-account.

If the Notes are not entered into an X-account by the Eligible Investor, withholding tax on the interest is in principle applicable at the current rate of 30 per cent., possibly reduced pursuant to a tax treaty, on the gross amount of the interest.

Non-resident individuals who do not use the Notes for professional purposes and who have their fiscal residence in a country with which Belgium has not concluded a tax treaty or with which Belgium has concluded a tax treaty that confers the authority to tax capital gains on the Notes to Belgium, will be subject to tax in Belgium if the capital gains are obtained or received in Belgium and are deemed to be realised outside the scope of the normal management of the individual's private estate. Capital losses are generally not deductible.

Non-resident investors who have allocated the Notes to the exercise of a professional activity in Belgium through a permanent establishment are subject to the same income tax treatment as Belgian resident companies or Belgian resident individuals holding the Notes for professional purposes (see above).

**Tax on stock exchange transactions**

The purchase and sale and any other acquisition or transfer for consideration of the Notes on the secondary market that is (i) either entered into or carried out in Belgium through a professional intermediary or (ii) deemed to be carried out in Belgium, which is the case if the order is directly or indirectly made to a professional intermediary established outside of Belgium, either by a private individual with habitual residence in Belgium or by a legal entity for the account of its seat or establishment in Belgium (both referred to as a "**Belgian Investor**"), will be subject to the tax on stock exchange transactions (*taks op beursverrichtingen/taxe sur les operations de bourse)* at a current rate of 0.12 per cent. of the purchase/sale price, capped at EUR 1,300 per transaction and per party. The tax is due separately from each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary. No tax will be due on the issuance of the Notes (primary market transaction).

If the intermediary is established outside Belgium, the tax on stock exchange transactions is due by the Belgian Investor, unless the Belgian Investor can demonstrate that the tax on stock exchange transactions due has already been paid by the professional intermediary established outside Belgium. In such a case, the foreign professional intermediary also has to provide each client (which gives such intermediary an order) with a qualifying order statement (*borderel/bordereau*), at the latest on the business day after the day the transaction concerned was realised. The qualifying order statements must be numbered in series and a duplicate must be retained by the financial intermediary. The duplicate can be replaced by a qualifying day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside Belgium could appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities (the "**Stock Exchange Tax Representative**"). Such Stock Exchange Tax Representative will then be liable toward the Belgian Treasury for the tax on stock exchange transactions due and for complying with the reporting obligations and the obligations relating to the order statement (*borderel/bordereau*) in that respect. If such a Stock Exchange Tax Representative would have paid the tax on stock exchange transactions due, the Belgian Investor will, as per the above, no longer be the debtor of the tax on stock exchange transactions.

However, the tax on stock exchange transactions will not be payable by exempt persons acting for their own account including investors who are not Belgian residents provided they deliver an attestation to the financial intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors as defined in Article 126/1, 2° of the Code of miscellaneous taxes and duties (*wetboek diverse rechten en taksen/code des droits et taxes divers*) for the tax on stock exchange transactions.

As stated below, the European Commission published a proposal for a Directive for a common financial transactions tax (the "**FTT**") which stipulated that once the FTT enters into force, the participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive (EC) No 2006/112 of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions would thus be abolished once the FTT enters into force. In October 2025, however, the European Commission announced that it intends to withdraw the FTT proposal.

## Annual tax on securities accounts

An annual tax on securities accounts (the "**Annual Tax on Securities Accounts"**) (*jaarlijkse taks op de effectenrekeningen/taxe annuelle sur les comptes-titres*) is levied on securities accounts of which the average value during the reference period (i.e. a period of twelve consecutive months beginning on 1 October and ending, in principle, on 30 September of the next year), exceeds EUR 1,000,000. The Annual Tax on Securities Accounts is applicable to securities accounts that are held by resident individuals, companies and legal entities, irrespective as to whether these accounts are held with a financial intermediary in Belgium or abroad. The Annual Tax on Securities Accounts also applies to securities accounts held by non-residents individuals, companies and legal entities with a financial intermediary in Belgium. The Annual Tax on Securities Accounts is, however, not levied on securities accounts held by specific types of regulated entities in the context of their own professional activity and for their own account.

The applicable tax rate is equal to the lowest amount of either 0.15 per cent. of the average value of the financial instruments and funds held on the account or 10 per cent. of the difference between the average value of the financial instruments and funds held on the account and EUR 1,000,000. The tax base is the sum of the values of the taxable financial instruments at the different reference points in time, i.e. 31 December, 31 March, 30 June and 30 September, divided by the number of those points in time.

Please note that the Belgian federal government has submitted a draft law to the Belgian federal parliament that would increase the rate of the annual tax on securities account to 0.30 per cent.

A financial intermediary is defined as (i) the National Bank of Belgium, the European Central Bank and foreign central banks performing similar functions, (ii) a central securities depository included in Article 198/1, §6, 12° of the Belgian Income Tax Code, (iii) a credit institution or a stockbroking firm as defined by Article 1, §3 of the Belgian law of 25 April 2014 on the status and supervision of credit institutions and investment companies (it being understood that stockbroking firms are defined by reference to Article 1, §3 of the Belgian law of 25 April 2014 on the status and supervision of credit institutions while they are currently regulated by Article 2 of the Belgian law of 20 July 2022 on the status and supervision of stockbroking firms and containing various provisions) and (iv) the investment companies as defined by Article 3, §1 of the Belgian law of 25 October 2016 on access to the activity of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The Annual Tax on Securities Accounts needs to be withheld, declared and paid by the Belgian intermediary. Intermediaries not established or set up in Belgium have the possibility, when managing a securities account subject to the tax, to appoint a representative in Belgium approved by or on behalf of the Minister of Finance (the "**Annual Tax on Securities Accounts Representative**"). The Annual Tax on Securities Accounts Representative is jointly and severally liable vis-à-vis the Belgian State to declare and pay the tax and to fulfil all other obligations for intermediaries related to the Annual Tax on Securities Accounts, such as compliance with certain reporting obligations. In cases where no intermediary has withheld, declared and paid the Annual Tax on Securities Accounts, the holder of the securities account needs to declare and pay the tax himself, unless he can prove that the tax has already been withheld, declared and paid by either a Belgian intermediary or Annual Tax on Securities Accounts Representative of a foreign intermediary. If the holder of the securities accounts itself is liable for the reporting obligations (e.g. when a Belgian resident holds a securities account abroad with an average value higher than EUR 1,000,000), the deadline for filing the tax return for the annual tax on securities accounts is 15 July of the year following the end of the reference period at the latest. The annual tax on securities accounts must be paid by the taxpayer on 31 August of the year following the year on which the tax was calculated, at the latest.

A rebuttable general anti-abuse provision applies.

Investors should note that the Belgian federal parliament has also adopted a law providing for two rebuttable presumptions of abuse in case of (i) conversion of dematerialised financial instruments into registered instruments (provided that, prior to the conversion, the value of the securities account exceeded EUR 1,000,000), or (ii) transfer of (part of) financial instruments to another securities account held (alone or jointly) by the same person (provided that, prior to the transfer, the value of the securities account exceeded EUR 1,000,000). The taxpayer can, however, rebut these presumptions by demonstrating that such conversion or transfer was principally justified by motives other than tax avoidance.

Investors should consult their own tax advisers in relation to this Annual Tax on Securities Accounts.

## Common Reporting Standard

The exchange of information is governed by the Common Reporting Standard ("**CRS**"). As of 13 March 2025, 126 jurisdictions had signed the multilateral competent authority agreement ("**MCAA**"), which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

On 9 December 2014, EU Member States adopted Directive (EU) No 2014/107 on administrative cooperation in direct taxation ("**DAC2**"), which provides for mandatory automatic exchange of financial information between EU Member States as foreseen in CRS. DAC2 amends the previous Directive on administrative cooperation in direct taxation, Directive (EU) No 2011/16.

The Belgian government implemented DAC2 and the CRS, pursuant to the Belgian law of 16 December 2015 regarding the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes (the "**Law regarding Exchange of Information**").

The Notes are subject to DAC2 and to the Law regarding Exchange of Information. Under DAC2 and the Law regarding Exchange of Information, Belgian financial institutions holding the Notes for tax residents in another CRS contracting state shall report financial information regarding the Notes (e.g. in relation to income and gross proceeds) to the Belgian competent authority, who shall communicate the information to the competent authority of the state of the tax residence of the beneficial owner.

As a result of the Law regarding Exchange of Information, the mandatory exchange of information applies in Belgium (i) as of financial year 2016 (first information exchange in 2017) towards the EU Member States, (ii) as of financial year 2014 (first information exchange in 2016) towards the US and (iii) with respect to any other jurisdictions that have signed the MCAA, as of a date to be further determined by Belgian Royal Decree.

In a Belgian Royal Decree of 14 June 2017, as amended, it was determined that the automatic provision of information has to be provided as from (i) 2017 (for the 2016 financial year) for a first list of eighteen foreign jurisdictions, (ii) as from 2018 (for the 2017 financial year) for a second list of 44 jurisdictions, (iii) as from 2019 (for the 2018 financial year) for another jurisdiction, (iv) as from 2020 (for the 2019 financial year) for a list of six jurisdictions, (v) as from 2023 (for the 2022 financial year) for a list of two jurisdictions, (vi) as from

2024 (for the 2023 financial year) for a list of four jurisdictions, and (vii) as from 2025 (for financial year 2024) for a list of two jurisdictions.

Investors who are in any doubt as to their position should consult their professional advisers.

## Financial Transaction Tax (FTT)

On 14 February 2013, the European Commission published a proposal for a Directive (the "**Draft Directive**") for a common financial transaction tax in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and the Slovak Republic (the "**Participating Member States**"). In December 2015, Estonia withdrew from the Participating Member States.

The Draft Directive currently stipulates that once the FTT enters into force, the Participating Member States shall not maintain or introduce taxes on financial transactions other than the FTT (or VAT as provided in the Council Directive (EC) No 2006/112 of 28 November 2006 on the common system of value added tax).

The Draft Directive has a very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Draft Directive, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. According to the Draft Directive, the FTT shall be payable on financial transactions provided that at least one party to the financial transaction is established (or deemed established) in a Participating Member State and that there is a financial institution established (or deemed established) in a Participating Member State which is a party to the financial transaction, or is acting in the name of a party to the transaction. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State. The FTT shall, however, not apply to among others primary market transactions referred to in Article 5 (c) of Regulation (EC) No 1287/2006, including the activity of underwriting and subsequent allocation of financial instruments in the framework of their issue.

The rates of the FTT shall in principle be fixed by each Participating Member State, but for transactions involving financial instruments other than derivatives they shall amount to at least 0.1 per cent. of the taxable amount. The taxable amount for such transactions shall in general be determined by reference to the consideration paid or owed in return for the transfer or the market price (whichever is higher). The FTT shall be payable by each financial institution which is established (or which is deemed to be established) in a Participating Member State (i) which is a party to the financial transaction, (ii) which is acting in the name of a party to the transaction or (iii) where the transaction has been carried out on its account. Where the FTT due has not been paid within the applicable time limits, each party to the relevant financial transaction, including persons other than financial institutions, shall become jointly and severally liable for the payment of the FTT.

Additional Member States may decide to participate and/or other Participating Member States may decide to withdraw. On 20 June 2023, the European Commission stated that there is little expectation that any proposal would be agreed in the short term.

In its 2026 Work Programme of 21 October 2025, the European Commission announced its intention to formally withdraw the FTT proposal within 6 months, on the grounds that its adoption would no longer be in the general interest in view of its adoption date, lack of progress in the legislative process, potential burden and non-alignment with the EU's priorities. As the sole legislator in EU tax matters, the EU Council may oppose the withdrawal of the FTT proposal within 6 months. The Council has not made use of this possibility within the applicable period, so no opposition has been recorded and the withdrawal is expected to become final

imminently. Please note that this does not mean that the FTT could not be reintroduced in another form in the future.

Prospective Noteholders are strongly advised to seek their own professional advice in relation to the FTT.

## FATCA withholding

Pursuant to certain provisions of U.S. law, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Belgium) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Noteholders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

# SUBSCRIPTION AND SALE

## Summary of Programme Agreement

Subject to the terms and on the conditions contained in a programme agreement dated on or about the date of this Base Prospectus (the "**Programme Agreement**") between the Issuer, the Permanent Dealer and the Arranger, the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealer. The Issuer has, however, reserved the right to sell Notes directly on its own behalf to other Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Programme Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally subscribed for by two or more Dealers.

As set out in the Programme Agreement, the Issuer may from time to time terminate the appointment of any Dealer under the Programme or appoint additional Dealers either in respect of one or more Tranches or as a Permanent Dealer (i.e., in respect of the whole Programme).

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it.

In addition, the Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Programme Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

## Selling Restrictions

### United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered, sold or delivered in the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state or other jurisdiction of the United States. Terms used in this paragraph have the meanings given to them by Regulation S.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer, sell or deliver the Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**Resale Restriction Termination Date**") in the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells any Notes prior to the Resale Restriction Termination Date a confirmation or other notice setting forth the restrictions on offers and sales of the Notes in the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of any series of Notes, an offer or sale of such Notes in the United States by any dealer (whether or not participating in the offering of such series of Notes) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with all applicable securities laws of any state or other jurisdiction of the United States.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person in the United States is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person in the United States is prohibited.

**Prohibition of Sales to Belgian Consumers**

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to Belgian Consumers" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available, and that it will not offer, sell or otherwise make available, the Notes to individuals in Belgium qualifying as "consumers" (*consumenten/consommateurs*) within the meaning of Article I.1 of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013, as amended.

**Prohibition of Sales to EEA Retail Investors**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

a. the expression "**retail investor**" means a person who is one (or more) of the following:

   i. a retail client as defined in point (11) of Article 4(1) of MiFID II; or

   ii. a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II, and

b. the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

**United Kingdom**

***Prohibition of Sales to UK Retail Investors***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold, distributed or otherwise made available, and will not offer, sell, distribute or otherwise make available, any Notes which are the subject of this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

a. the expression "**retail investor**" means a person who is either one (or both) of the following:

   i. not a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018; or

   ii. not a qualified investor as defined in paragraph 15 of Schedule 1 to the POATRs; and

b. the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of this Base Prospectus as completed by the Final Terms in relation thereto to the public in the UK except that it may make an offer:

a. at any time to fewer than 150 persons (other than qualified investors as defined in paragraph 15 of Schedule 1 to the POATRs) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer;

b. at any time if the denomination per Note being offered amounts to at least GBP 50,000 (or equivalent); or

c. at any time in any other circumstances falling within Part 1 of Schedule 1 to the POATRs.

For the purposes of this provision, the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to buy or subscribe for the Notes and the expression "**POATRs**" means the Public Offers and Admissions to Trading Regulations 2024.

***Other regulatory restrictions***

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (as amended, the "**FSMA**")) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

**Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**") and each Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other relevant laws and regulations of Japan.

**Czech Republic**

This Base Prospectus has not been and will not be approved by the Czech National Bank.

No action has been taken in the Czech Republic (including the obtaining of the prospectus approval from the Czech National Bank and the admission to trading on a regulated market (as defined in section 55(1) of the Act of the Czech Republic No. 256/2004 Coll., on Conducting Business in the Capital Market, as amended (the "**Capital Market Act**"))) for the purposes of the Notes to qualify as securities admitted to trading on the regulated market in the Czech Republic within the meaning of the Capital Market Act.

No offers or sales of the Notes may be made in the Czech Republic through a public offering (*veřejná nabídka*) (as defined in the Prospectus Regulation), except if in compliance with the Prospectus Regulation and the Capital Market Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has complied with and will comply with all applicable provisions of the Capital Market Act, the Act of the Czech Republic No. 190/2004 Coll., on Bonds, as amended, the Act of the Czech Republic No. 21/1992 Coll., on Banks, as amended, the Act of the Czech Republic No. 240/2013 Coll., on Management Companies and Investment Funds, as amended, and any other applicable laws of the Czech Republic in respect of the Notes and their offering in the Czech Republic.

**Republic of Italy**

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

(i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any application provision of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and Italian CONSOB regulations; or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

**Canada**

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), as applicable, and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment or supplement thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

**Hong Kong**

In relation to each Tranche of Notes issued by the Issuer, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O.

**Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

**Switzerland**

This Base Prospectus does not constitute a prospectus pursuant to the Swiss Federal Financial Services Act ("**FinSA**") and the implementing Financial Services Ordinance ("**FinSO**"), and no such prospectus pursuant to FinSA has been or will be prepared for or in connection with the offering of the Notes. No application has been or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. The Base Prospectus has not been and will not be filed with or approved by a Swiss review body (*Prüfstelle*).

The Notes may not be publicly offered, sold or advertised, directly or indirectly, in or into Switzerland other than pursuant to an exemption under FinSA or where such offer does not qualify as a public offer in Switzerland. For these purposes "public offer" refers to the respective definitions in FinSA and as further detailed in FinSO.

No key information document according to the FinSA or any equivalent document under the FinSA has been or will be prepared in relation to the Notes and, therefore, the Notes may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland.

**General**

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive.

No representation is made that any action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of this Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Neither the Issuer nor any Dealer represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

Neither the Issuer nor the Dealers have authorised, nor do they authorise, the making of any offer of Notes through any financial intermediary, other than offers made by Dealers which constitute the final placement of Notes contemplated in this Base Prospectus.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall, to the best of its knowledge and belief, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes this Base Prospectus, any other offering material or any Final Terms and that it will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws, regulations and directives in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries, and neither the Issuer nor any Dealer shall have any responsibility therefor.

Any person intending to acquire or acquiring any Notes from any person should be aware that, in the context of an offer to the public as defined in Article 2(d) of the Prospectus Regulation, the Issuer may be responsible to the investor for this Base Prospectus under Article 11 of the Prospectus Regulation only if the Issuer has authorised the offeror to make the offer to the investor. Each investor should therefore enquire whether the offeror is so authorised by the Issuer. If the offeror is not authorised by the Issuer, the investor should check with the offeror whether anyone is responsible for this Base Prospectus for the purposes of Article 11 of the Prospectus Regulation in the context of the offer to the public and, if so, who that person is. If the investor is in any doubt about whether it can rely on the prospectus and/or who is responsible for its contents it should take legal advice.

An investor intending to acquire or acquiring any Notes from an offeror will do so, and offers and sales of the Notes to an investor by an offeror will be made, in accordance with any terms and other arrangements in place between such offeror and such investor including as to price, allocations and settlement arrangements. The Issuer will not be a party to any such arrangements with investors (other than a Dealer) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus and any Final Terms will not contain such information and an investor must obtain such information from the offeror.

## FORM OF FINAL TERMS

**[MiFID II product governance/professional clients and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive (EU) No 2014/65 (as amended, "MiFID II") and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment. A distributor subject to MiFID II is, however, responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]**

**[UK MiFIR product governance/professional clients and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014, as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA") ("UK MiFIR") and (ii) all channels for distribution of the Notes to such eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment. A distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is, however, responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]**

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive (EU) No 2014/65 (as amended, "MiFID II")][MiFID II] or (ii) a customer within the meaning of Directive (EU) No 2016/97 (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, the Issuer has not prepared a key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.**

**PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold, distributed or otherwise made available to, and should not be offered, sold, distributed or otherwise made available to, any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is either one (or both) of the following: (i) not a professional client, as defined in point (8) of Article 2(1) of [Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA")/UK MiFIR] or (ii) not a qualified investor as defined in paragraph 15 of Schedule 1 to the Public Offers and Admissions to Trading Regulations 2024. Consequently, no disclosure document required by the FCA Product Disclosure Sourcebook ("DISC") for offering, selling or distributing the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering, selling or distributing the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the DISC and the Consumer Composite Investments (Designated Activities) Regulations 2024.**

**[PROHIBITION OF SALES TO BELGIAN CONSUMERS – The Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, to any individual in Belgium qualifying as a "consumer"(*consument/consommateur*) within the meaning of Article I.1 of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*) dated 28 February 2013, as amended.]**

**[SINGAPORE – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products] / [capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendation on Investment Products.]**[10]

**Final Terms dated [●]**

**KBC Group NV**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]**
**under the EUR 25,000,000,000**
**Euro Medium Term Note Programme**

## PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the base prospectus dated 3 June 2026 [and the supplement(s) to it dated [*date*]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**") for the purposes of Regulation (EU) No 2017/1129 (as amended, the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with the Base Prospectus. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. The Base Prospectus (including any supplement thereto) has been or will be published on the Issuer's website (www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html).

*(The following alternative language applies if the first Tranche of an issue of Notes which is being increased was issued under a base prospectus with an earlier date.)*

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Conditions**") set forth in the base prospectus dated [23 May 2023]/[21 May 2024]/[10 June 2025] [and the supplement(s) to it dated [*date*]], which are incorporated by reference in the base prospectus dated 3 June 2026. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) No 2017/1129 (as amended, the "**Prospectus Regulation**") and must be read in conjunction with the base prospectus dated 3 June 2026 [and the supplement(s) to it dated [*date*]], which [together] constitute[s] a base prospectus (the "**Base Prospectus**"), save in respect of the Conditions which are extracted from the base prospectus dated [23 May 2023]/[21 May 2024]/[10 June 2025] [and the supplement(s) to it dated [*date*]]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the base prospectus dated [23 May 2023]/[21 May 2024]/[10 June 2025] (in respect of the

[10] For any Notes to be offered to Singapore investors (other than to an institutional investor or an accredited investor), Issuer to consider classification of the Notes pursuant to Section 309B of the SFA prior to the launch of the offer. Further restrictions will apply if Singapore dollar notes are being issued. If this is the intention, Singapore law input should be requested.

Conditions set forth therein) and the base prospectus dated 3 June 2026 (other than in respect of the Conditions). The Base Prospectus and any supplement thereto has been or will be published on the Issuer's website (http://www.kbc.com/en/investor-relations/debt-issuance/kbc-groep2.html).

| | | | |
|---|---|---|---|
| 1 | (i) | Series Number: | [●] |
| | (ii) | Tranche Number: | [●] |
| | (iii) | Date on which the Notes will be consolidated and form a single Series: | [The Notes will be consolidated and form a single Series with [●] on [[*insert date*]/the Issue Date] [Not Applicable]] |
| 2 | Specified Currency: | | [●] |
| 3 | Aggregate Nominal Amount: | | [●] |
| | (i) | Series: | [●] |
| | (ii) | Tranche: | [●] |
| 4 | Issue Price: | | [●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*]] |
| 5 | (i) | Specified Denomination(s): | [●]<br>(*No Notes may be issued which have a minimum denomination of less than EUR 100,000 (or equivalent in another currency at the time of issuance)*) |
| | (ii) | Calculation Amount: | [●] |
| 6 | (i) | Issue Date: | [●] |
| | (ii) | Interest Commencement Date: | [Issue Date/[●]/Not Applicable] |
| 7 | Maturity Date: | | [[●]/Interest Payment Date falling in [or nearest to] [*specify month and year*]] |
| 8 | Interest Basis: | | [Fixed Rate/Fixed Rate Reset/Floating Rate]<br>(*further particulars specified below*) |
| 9 | Redemption Basis: | | Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [●] per cent. of their nominal amount. |
| 10 | Change of Interest Basis: | | [[●]/Not Applicable] |
| 11 | Issuer Call Option: | | [Applicable/Not Applicable]<br>[(further particulars specified below)]<br>(*The Issuer Call Option should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable.*) |
| 12 | (i) | Status of the Notes: | [Senior Notes] [Subordinated Tier 2 Notes] |
| | (ii) | Waiver of set-off, compensation, retention and netting in respect of Senior Notes: | Condition 2(a)(ii): [Applicable/Not Applicable] |

| | | | |
|---|---|---|---|
| | (iii) | Event of Default or Enforcement in respect of Senior Notes: | Condition 10(a): [Applicable/Not Applicable]<br>Condition 10(b): [Applicable/Not Applicable] |

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

| | | | |
|---|---|---|---|
| 13 | **Fixed Rate Note Provisions** | | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*) |
| | (i) | Rate(s) of Interest: | [[●] per cent. per annum payable in arrear [on each Interest Payment Date]] |
| | (ii) | Interest Payment Date(s): | [[●] [and [●]] in each year [from and including [●]][until and excluding [●]]] |
| | (iii) | Fixed Coupon Amount(s): | [[●] per Calculation Amount/Not Applicable] |
| | (iv) | Broken Amount(s): | [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/Not Applicable] |
| | (v) | Day Count Fraction: | [Actual/365] [Actual/Actual] [Actual/Actual (ISDA)]<br>[Actual/365 (fixed)]<br>[Actual/360]<br>[30/360] [360/360] [Bond Basis]<br>[30E/360] [Eurobond Basis]<br>[30E/360 (ISDA)]<br>[Actual/Actual ICMA] |
| | (vi) | Determination Dates: | [[●] in each year/Not Applicable] |
| | (vii) | Business Day Convention: | [Following Business Day Convention/Preceding Business Day Convention/Modified Following Business Day Convention] [Not Applicable] |
| 14 | **Fixed Rate Reset Note Provisions** | | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*) |
| | (i) | Initial Rate of Interest: | [●] per cent. per annum payable in arrear [on each Interest Payment Date] up to and including the First Reset Date |
| | (ii) | Interest Payment Date(s): | [●] [and [●]] in each year [from and including [●]][until and excluding [●]] |
| | (iii) | First Reset Date: | [●] |
| | (iv) | Second Reset Date: | [[●]/Not Applicable] |
| | (v) | Subsequent Reset Date(s): | [[●] [and[●]]/Not Applicable] |
| | (vi) | Reset Determination Dates: | [●] |
| | (vii) | Reset Reference Rate: | [Mid-Swap Rate/Reference Bond Rate] |
| | (viii) | Mid-Swap Rate: | [Semi-annual]/[Annualised]/[Not Applicable] |
| | (ix) | Swap Rate Period: | [[●]/Not Applicable] |
| | (x) | Fixed Leg Swap Payment Frequency: | [Annual/Semi-annual/[●]/Not Applicable] |

| | | |
|---|---|---|
| (xi) | Fixed Leg Swap Payment Frequency Day Count Fraction: | [Actual/365] [Actual/Actual] [Actual/Actual (ISDA)]<br>[Actual/365 (fixed)]<br>[Actual/360]<br>[30/360] [360/360] [Bond Basis]<br>[30E/360] [Eurobond Basis]<br>[30E/360 (ISDA)]<br>[Actual/Actual ICMA]<br>[Not Applicable] |
| (xii) | Mid-Swap Floating Leg Benchmark Rate: | [[6]-month EURIBOR (calculated on an Actual/360 day count basis)]/[Overnight SONIA rate compounded for the Mid-Swap Maturity (calculated on an Actual/365 day count basis)]/[Overnight SOFR rate compounded for the Mid-Swap Maturity (calculated on an Actual/360 day count basis)]/[●]/[Not Applicable] |
| (xiii) | Mid-Swap Maturity: | [12 months/6 months/3 months/[●]/Not Applicable] |
| (xiv) | Relevant Screen Page: | [[●]/Not Applicable] |
| (xv) | Margin(s): | [+/–][●] per cent. per annum [in respect of the First Reset Period]<br>[+/–][●] per cent. per annum [in respect of each Subsequent Reset Period] |
| (xvi) | Fixed Coupon Amount(s) in respect of the period from (and including) the Interest Commencement Date up to (but excluding) the First Reset Date: | [[●] per Calculation Amount] |
| (xvii) | Broken Amount(s): | [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]/Not Applicable] |
| (xviii) | Day Count Fraction: | [Actual/365] [Actual/Actual] [Actual/Actual (ISDA)]<br>[Actual/365 (fixed)]<br>[Actual/360]<br>[30/360] [360/360] [Bond Basis]<br>[30E/360] [Eurobond Basis]<br>[30E/360 (ISDA)]<br>[Actual/Actual ICMA] |
| (xix) | Determination Dates: | [[●] in each year/Not Applicable] |
| (xx) | Business Day Convention: | [Following Business Day Convention/Preceding Business Day Convention/Modified Following Business Day Convention] [Not Applicable] |

| | | | |
|---|---|---|---|
| 15 | **Floating Rate Note Provisions** | | [Applicable/Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*) |
| | (i) | Interest Period(s): | [[●][, subject to adjustment in accordance with the Business Day Convention set out in (iv) below /, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]]] |
| | (ii) | Specified Interest Payment Dates: | [●][from and including [●]][up to and [including/excluding] [●]][, subject to adjustment in accordance with the Business Day Convention set out in (iv) below/, not subject to any adjustment[, as the Business Day Convention in (iv) below is specified to be Not Applicable]] [Not Applicable] |
| | (iii) | First Interest Payment Date: | [●] |
| | (iv) | Business Day Convention: | [Following Business Day Convention/Preceding Business Day Convention/Floating Rate Business Day Convention/Modified Following Business Day Convention] [Not Applicable] |
| | (v) | Additional Business Centre(s): | [●] (*please specify other financial centres required for the Business Day definition*) |
| | (vi) | Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Agent): | [●] |
| | (vii) | Screen Rate Determination: | |
| | | - Reference Rate: | [EURIBOR][CMS] |
| | | - Interest Determination Date(s): | [●] [TARGET/[●]] Business Days [in [●]] prior to the [●] day in each Interest Accrual Period/each Interest Payment Date |
| | | - Relevant Screen Page: | [●]<br>[Reuters Page <ISDAFIX2>, under the heading "EURIBOR Basis-EUR"] (*if CMS*) |
| | | - Relevant Time: | [●] |
| | (viii) | Margin(s): | [+/–][●] per cent. per annum [in respect of each Interest Accrual Period ending on [●]]<br>[[+/–][●] per cent. per annum in respect of each Interest Accrual Period ending on [●]] |
| | (ix) | Minimum Rate of Interest: | [[●] per cent. per annum][Not Applicable] |
| | (x) | Maximum Rate of Interest: | [[●] per cent. per annum][Not Applicable] |
| | (xi) | Day Count Fraction: | [Actual/365] [Actual/Actual] [Actual/Actual (ISDA)]<br>[Actual/365 (fixed)]<br>[Actual/360] |

| | | | |
|---|---|---|---|
| | | | [30/360] [360/360] [Bond Basis]<br>[30E/360] [Eurobond Basis]<br>[30E/360 (ISDA)]<br>[Actual/Actual ICMA] |

**PROVISIONS RELATING TO REDEMPTION**

| | | | |
|---|---|---|---|
| 16 | **Tax Call Option** | | [Applicable/Not Applicable]<br>(*The Tax Call Option should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable. If not applicable, delete the remaining sub-paragraph of this paragraph.*) |
| | Notice periods for Condition 4(b): | | Minimum period: [15] [●] days<br>Maximum period: [45] [●] days |
| 17 | **Capital Disqualification Event** | | [Applicable/Not Applicable]<br>(*Capital Disqualification Event should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable. If not applicable, delete the remaining sub-paragraph of this paragraph.*) |
| | Notice periods for Condition 4(c): | | Minimum period: [15] [●] days<br>Maximum period: [45] [●] days |
| 18 | **Capital Disqualification Event Variation** | | [Applicable/Not Applicable]<br>(*Capital Disqualification Event Variation should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable.*) |
| 19 | **Loss Absorption Disqualification Event Variation or Substitution** | | [Applicable/Not Applicable]<br>(*Loss Absorption Disqualification Event Variation or Substitution should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable.*) |
| 20 | **Issuer Call Option** | | [Applicable/Not Applicable]<br>(*The Issuer Call Option should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable. If not applicable, delete the remaining sub-paragraphs of this paragraph.*) |
| | (i) | Optional Redemption Date(s): | [●] |
| | (ii) | Optional Redemption Amount(s): | [[●] per Calculation Amount/Early Redemption Amount] |
| | (iii) | If redeemable in part: | [Applicable/Not Applicable] |
| | (a) | Minimum Callable Amount: | [●]/[Not Applicable] |
| | (b) | Maximum Callable Amount: | [●]/[Not Applicable] |
| | (iv) | Notice period: | Minimum period: [15] [●] days |

| | | |
|---|---|---|
| | | Maximum period: [45] [●] days |
| 21 | **Loss Absorption Disqualification Event in respect of Senior Notes** | Condition 4(e): [Applicable from [●]/Not Applicable]<br>(*Loss Absorption Disqualification Event should only be specified to be applicable if the Prohibition of Sales to Belgian Consumers is specified to be applicable. If not applicable, delete the remaining sub-paragraph of this paragraph.*) |
| | **Notice periods for Condition 4(e):** | Minimum period: [●] days<br>Maximum period: [●] days |
| 22 | **Final Redemption Amount** | [[●] per Calculation Amount/[●]] |
| 23 | **Early Redemption Amount** | |
| | Early Redemption Amount(s) payable on redemption following a Tax Event, following a Capital Disqualification Event (in the case of Subordinated Tier 2 Notes), following a Loss Absorption Disqualification Event (in the case of Senior Notes) or on event of default or other early redemption: | [[●] per Calculation Amount/[●]] |

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

| | | |
|---|---|---|
| 24 | **Form of Notes** | Dematerialised form |

**THIRD PARTY INFORMATION**

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

Signed on behalf of the Issuer:

By: [●]
Duly authorised

By: [●]
Duly authorised

## PART B – OTHER INFORMATION

| | | | |
|---|---|---|---|
| 1 | **LISTING AND ADMISSION TO TRADING** | | |
| | (i) | Listing and admission to trading: | [Application has been made by the Issuer (or on its behalf) for the Notes to be listed and admitted to trading on [*specify relevant regulated market, other stock exchange, third country market, SME growth market or MTF*] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be listed and admitted to trading on [[Euronext Brussels][*specify relevant regulated market, other stock exchange, third country market, SME growth market or MTF*]] with effect from [●].] [Not Applicable.] |
| | (ii) | Estimate of total expenses related to admission to trading: | [●] |
| 2 | **RATINGS** | | [The Notes to be issued [are not]/[have been]/[are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:<br>*(Need to include here a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.)*<br>[Name of rating agency(ies)]: [●]<br>[[●] is established in the EU and registered under Regulation (EC) No 1060/2009, as amended. As defined by [●] a [●] rating means that the obligations of the Issuer under the [Programme] [Notes] are [●].] /<br>[[●] is established in the UK and registered in accordance with Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA]. As defined by [●] a [●] rating means that the obligations of the Issuer under the [Programme] [Notes] are [●].] /<br>[[●] is established in the EU and has applied for registration under Regulation (EC) No 1060/2009, as amended, although notification of the registration decision has not yet been provided.] /<br>[[●] is established in the UK and has applied for registration under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of [the European Union (Withdrawal) Act 2018][EUWA].] / |

[[●] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009, as amended.] /

[[●] is established in the UK and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA].] /

[[●] is not established in the EU but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency(ies)*], and such endorsement has not been withdrawn, [each of] which is established in the EU and registered under Regulation (EC) No 1060/2009, as amended.] /

[[●] is not established in the UK but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency(ies)*], and such endorsement has not been withdrawn, [each of] which is established in the UK and registered under the Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA].] /

[[●] is not established in the EU but is certified under Regulation (EC) No 1060/2009, as amended.] /

[[●] is not established in the UK but is certified under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA].] /

[[●] is not established in the EU and is not certified under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the EU and registered under the CRA Regulation.] /

[[●] is not established in the UK and is not certified under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the [European Union (Withdrawal) Act 2018][EUWA] (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation.]

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.]

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

[Save as discussed in ["*Subscription and Sale*" and "*General Information*"] of the Base Prospectus, so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.] [So far as the Issuer is aware, the following persons have an interest material to the issue: [●].]

4 **REASONS FOR THE OFFER AND ESTIMATED NET AMOUNT**

| | |
|---|---|
| Reasons for the offer: | [See "*Use of Proceeds*" in the Base Prospectus]/[The Issuer will apply the net proceeds exclusively to [Green Bond Eligible Assets]/[Social Bond Eligible Assets] in accordance with the [Green Bond Framework]/[Social Bond Framework]]/[●]<br>*(See "Use of Proceeds" in the Base Prospectus – if reasons for the offer are different from general corporate purposes, include those reasons here, including if the Issuer will apply the net proceeds exclusively to Green Bond Eligible Assets or Social Bond Eligible Assets in accordance with the Green Bond Framework or the Social Bond Framework, respectively.*<br>*If the Issuer will apply the net proceeds exclusively to Green Bond Eligible Assets or Social Bond Eligible Assets in accordance with the Green Bond Framework or the Social Bond Framework, respectively, specify whether proceeds will be applied to (i) finance or refinance, (ii) in whole or in part, (iii) Green Bond Eligible Assets or Social Bond Eligible Assets. Where relevant, also specify the type or category of the relevant Green Bond Eligible Assets or Social Bond Eligible Assets.)* |
| Estimated net amount: | [●] |

5 **YIELD** (*Fixed Rate Notes only*) [Not Applicable]

(*If not applicable, delete the remaining sub-paragraphs of this paragraph.*)

Indication of yield:

| | | |
|---|---|---|
| (i) | Gross yield: | [●]<br>[Calculated as [*include details of method of calculation in summary form*] on the Issue Date.]<br>[Not Applicable] |
| (ii) | Net yield: | [●]<br>[Calculated as [*include details of method of calculation in summary form*] on the Issue Date.]<br>[Not Applicable] |
| Maximum yield: | | [●] |

| | | |
|---|---|---|
| | | [Calculated as [*include details of method of calculation in summary form*] on the Issue Date.]<br>[Not Applicable] |
| | Minimum yield: | [●]<br>[Calculated as [*include details of method of calculation in summary form*] on the Issue Date.]<br>[Not Applicable] |
| 6 | **HISTORIC INTEREST RATES** (*Floating Rate Notes only*) | [Not Applicable]<br>(*If not applicable, delete the remaining sub-paragraph of this paragraph.*) |

[Details of historic [EURIBOR/CMS] rates can be obtained from [Reuters].][Not Applicable]

7 **OPERATIONAL INFORMATION**

| | | |
|---|---|---|
| (i) | ISIN: | [●] |
| (ii) | [Temporary ISIN: | [●]] |
| (iii) | Common Code: | [●] |
| (iv) | [Temporary Common Code: | [●]] |
| (v) | [CFI: | [Not Applicable/[●]]] |
| (vi) | [FISN: | [Not Applicable/[●]]] |
| (vii) | Any clearing system(s) other than the Securities Settlement System, Euroclear Bank SA/NV and Clearstream Banking, S.A. and the relevant identification number(s): | [Not Applicable/[●]] |
| (viii) | Delivery: | Delivery against payment |
| (ix) | Names and addresses of additional Agent(s) (if any): | [●]/[Not Applicable] |
| (x) | Name and address of the Calculation Agent when the Calculation Agent is not KBC Bank NV: | [●]/[Not Applicable] |
| (xi) | Intended to be held in a manner which would allow Eurosystem eligibility: | [Yes, provided that Eurosystem eligibility criteria have been met.] [No] |
| (xii) | Relevant Benchmark(s): | [Not Applicable]/[[*specify benchmark*] is provided by [*administrator legal name*][*repeat as necessary*]. As at the date hereof, [*administrator legal name*][appears]/[does not appear][*repeat as necessary*] on the register of administrators and benchmarks (the "**BMR Register**") established and maintained by ESMA pursuant to Article 36 (*Register of administrators and benchmarks*) of Regulation (EU) No 2016/1011, as amended [*include for a significant* |

| | | | |
|---|---|---|---|
| | | | *benchmark – ensure the BMR Register is checked for public notices:* and as at [●], no public notice has been included in the BMR Register with respect to [*specify significant benchmark*].]/[As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of Regulation (EU) No 2016/1011, as amended.]/**[**As far as the Issuer is aware, the transitional provisions in Article 51 of Regulation (EU) No 2016/1011, as amended, apply such that [*legal name of administrator*] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition endorsement or equivalence), provided that [*legal name of administrator*] has submitted an application for authorisation, registration, recognition or endorsement (as applicable) and unless and until such application has failed or been refused.] |
| 8 | **DISTRIBUTION** | | |
| | (i) | Method of distribution: | [Syndicated/Non-syndicated] |
| | (ii) | If syndicated: | |
| | | (A) Names and addresses of Dealers: | [Not Applicable/give names and addresses] |
| | | (B) Date of [Subscription] Agreement: | [Not Applicable]/[ ●] |
| | | (C) Stabilising manager(s) (if any): | [Not Applicable/[●]] |
| | (iii) | If non-syndicated, name and address of [Dealers/[Joint Lead] Managers]: | [Not Applicable/[●]] |
| | (iv) | US selling restrictions: | Reg. S Category 2; TEFRA not applicable |
| | (v) | Prohibition of Sales to Belgian Consumers: | [Applicable/Not Applicable] |
| | (vi) | Additional selling restrictions: | [Not Applicable/[●]] |

## GENERAL INFORMATION

(1) The update of the Programme and the issue of Notes have been duly authorised by resolutions of the Issuer's Executive Committee dated 10 February 2026 and by a resolution of Rik Janssen (Group Treasurer) dated 13 May 2026.

(2) This Base Prospectus has been approved on 3 June 2026 by the Belgian FSMA in its capacity as competent authority under the Prospectus Regulation as a base prospectus for the purposes of Article 8 of the Prospectus Regulation in respect of the issue by the Issuer of Notes. Application has also been made to Euronext Brussels for Notes issued under the Programme during the period of twelve months from the date of approval of this Base Prospectus to be listed and admitted to trading on the regulated market of Euronext Brussels. The regulated market of Euronext Brussels is a regulated market for the purposes of MiFID II.

(3) Other than as disclosed in this Base Prospectus, (i) there has been no significant change in the financial performance or the financial position of the Group since the end of the last financial period for which the Issuer published financial information that is incorporated by reference in this Base Prospectus and (ii) there has been no material adverse change in the prospects of the Issuer since the date of the Issuer's last published audited financial statements which are incorporated by reference in this Base Prospectus.

(4) Other than as set out in the section entitled "*Litigation*" in the section "*Description of the Issuer*", the Issuer is not involved in any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have or have had in the twelve months preceding the date of this Base Prospectus a significant effect on the financial position or profitability of the Issuer.

(5) No entity or organisation has been appointed to act as representative of the Noteholders. The provisions on meetings of Noteholders are set out in Condition 15(a) (*Meetings of Noteholders*) and Schedule 1 (*Provisions on Meetings of Noteholders*) to the Conditions.

(6) Notes have been accepted for clearance through the facilities of the Securities Settlement System, Euroclear Bank, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euroclear France, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB. The Common Code, the International Securities Identification Number (ISIN) and (where applicable) the identification number for any other relevant clearing system for each Series of Notes will be set out in the applicable Final Terms. As at the date of this Base Prospectus, the address of the National Bank of Belgium (i.e., the operator of the Securities Settlement System) is Boulevard de Berlaimont 14, B-1000 Brussels, Belgium and the address of the operator of any successor or alternative clearing system will be specified in the applicable Final Terms.

(7) Where information in this Base Prospectus has been sourced from third parties, this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from the information published by such third parties no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

(8) The issue price and the amount of the relevant Notes will be determined before completing the applicable Final Terms of each Tranche, based on the prevailing market conditions. Subject to any period or ad hoc reporting obligations under applicable laws, the Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

(9) For so long as required by the Prospectus Regulation, the following documents will be available on the website of the Issuer (www.kbc.com):

(i) the articles of association (*statuten/statuts*) of the Issuer;

(ii) the documents incorporated by reference in this Base Prospectus;

(iii) each Final Terms (save that Final Terms relating to a Note which is neither admitted to trading on a regulated market within the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer and the Agent as to its holding of Notes and identity); and

(iv) a copy of this Base Prospectus together with any further or supplement prospectuses relating to the Programme.

This Base Prospectus, the Final Terms for Notes that are listed and admitted to trading on the regulated market of Euronext Brussels and each document incorporated by reference may also be available on the website of Euronext Brussels (www.euronext.com).

The Agency Agreement and the Clearing Services Agreement will, for so long as Notes issued pursuant to this Base Prospectus remain outstanding, be available during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for inspection by the Noteholders at the registered office of the Agent.

*(10)* PricewaterhouseCoopers Bedrijfsrevisoren BV (*erkende revisor/réviseur agréé*), represented by Damien Walgrave and Jeroen Bockaert, with offices at Culliganlaan 5, B-1831 Diegem ("**PwC**"), was appointed as auditor of the Issuer for the financial years 2022-2024. The consolidated financial statements of the Issuer (as well as the annual accounts of the Issuer) for the year ended 31 December 2024 have been audited in accordance with the International Standards on Auditing ("**ISA**") by PwC and the audit resulted in an unqualified opinion. This report of the auditor of the Issuer on the Issuer's consolidated financial statements is incorporated in this Base Prospectus with the consent of PwC.

KPMG Bedrijfsrevisoren BV (*erkende revisor/réviseur agréé*), represented by Kenneth Vermeire and Stéphane Nolf, with offices at Luchthaven Brussel Nationaal 1K, 1930 Zaventem, Belgium ("**KPMG**"), has been appointed as auditor of the Issuer for the financial years 2025-2027. The consolidated financial statements of the Issuer (as well as the annual accounts of the Issuer) for the year ended 31 December 2025 have been audited in accordance with the ISA by KPMG and the audit resulted in an unqualified opinion. This report of the auditor of the Issuer on the Issuer's consolidated financial statements is incorporated in this Base Prospectus with the consent of KPMG.

PwC and KPMG are members of the *Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises*.

(11) The Dealers and their respective affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to the Issuer and its affiliates in the ordinary course of business. In addition, in the ordinary course of their business activities, the Arranger, the Dealers and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such

Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Arranger, the Dealers and their respective affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

# GLOSSARY

The below list contains an overview of certain defined terms which are frequently used in the sections "*Risk Factors*" and "*Description of the Issuer*" of this Base Prospectus and are not defined in the Terms and Conditions of the Notes.

| | |
|---|---|
| **Belgian Banking Law:** | The Belgian law of 25 April 2014 on the status and supervision of credit institutions, as amended. |
| **Belgian FSMA:** | The Belgian Financial Services and Markets Authority. |
| **BRRD:** | Directive (EU) No 2014/59 of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms and amending Council Directive (EEC) No 82/891, and Directives (EC) 2001/24, (EC) No 2002/47, (EC) No 2004/25, (EC) No 2005/56, (EC) No 2007/36, (EU) No 2011/35, (EU) No 2012/30 and (EU) No 2013/36, and Regulations (EU) No 1093/2010 and (EU) No 648/2012, of the European Parliament and of the Council, as amended. |
| **Common Equity Tier 1 ratio** or **CET1:** | Common Equity Tier 1 ratio, i.e. the common equity tier 1 capital of the Group (including the core-capital securities sold to the government that are grandfathered by the regulator) divided by the risk weighted assets of the Group, as calculated based on CRD IV. |
| **CRD:** | Directive (EU) No 2013/36 of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and on prudential requirements for credit institutions and investment firms, as amended. |
| **CRD IV:** | CRR and CRD. |
| **CRR:** | Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended. |
| **CRS:** | The Common Reporting Standard. |
| **ECB:** | European Central Bank. |
| **HVaR:** | Historical Value-at-Risk estimates the maximum amount of money that can be lost on a given portfolio due to adverse market movements over a defined holding period, with a given confidence level and using real historical market performance data. |
| **IFRS:** | International Financial Reporting Standards. |
| **Liquidity Coverage Ratio** or **LCR:** | Stock of high-quality liquid assets divided by total net cash outflows over the next 30 calendar days. |
| **MREL** | Minimum requirement for own funds and eligible liabilities. |
| **NBB:** | National Bank of Belgium. |
| **NSFR:** | Available amount of stable funding divided by the required amount of stable funding. |

| | |
|---|---|
| **Single Resolution Mechanism** or **SRM:** | Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Bank Resolution Fund and amending Regulation (EU) No 1093/2010 of the European Parliament and of the Council, as amended. |
| **Single Supervision Mechanism** or **SSM:** | Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions, as amended. |
| **Solvency II:** | Directive (EC) No 2009/138 of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of insurance and reinsurance, as amended. |
| **Total capital ratio:** | The total regulatory capital of the Group (including the core-capital securities sold to the government that are grandfathered by the regulator) divided by the risk weighted assets of the Group, as calculated based on CRD IV. |

## THE ISSUER

**KBC Group NV**
Havenlaan 2
B-1080 Brussels
Belgium

## THE ARRANGER AND PERMANENT DEALER

**KBC Bank NV**
Havenlaan 2
B-1080 Brussels
Belgium

## THE AGENT

**KBC Bank NV**
Havenlaan 2
B-1080 Brussels
Belgium

## LEGAL ADVISER TO THE ISSUER

**Linklaters LLP**
Rue Brederodestraat 13
B-1000 Brussels
Belgium

## AUDITORS

*Until the financial year ended 31 December 2024*

**PricewaterhouseCoopers Bedrijfsrevisoren BV**
Culliganlaan 5
B-1831 Diegem
Belgium

*As from the financial year beginning 1 January 2025*

**KPMG Bedrijfsrevisoren BV**
Luchthaven Brussel Nationaal 1K
B-1930 Zaventem
Belgium