ARGENTA SPAARBANK SA/NV

incorporated with limited liability

EUR 5,000,000,000

Euro Medium Term Note Programme

Under the EUR 5,000,000,000 Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Argenta Spaarbank SA/NV ("**Argenta Spaarbank**", "**ASPA**" or the "**Issuer**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes that rank as senior preferred obligations of the Issuer (the "**Senior Preferred Notes**"), Euro Medium Term Notes that rank as senior non-preferred obligations of the Issuer (the "**Senior Non-Preferred Notes**", and together with the Senior Preferred Notes, the "**Senior Notes**") and Euro Medium Term Notes that rank as subordinated obligations of the Issuer (the "**Subordinated Notes**" and together with the Senior Notes, the "**Notes**"). It is the intention of the Issuer that the Senior Non-Preferred Notes and, in certain circumstances, the Senior Preferred Notes shall, for supervisory purposes, be treated as MREL Eligible instruments (as defined below).

The aggregate principal amount of Notes outstanding will not at any time exceed EUR 5,000,000,000 (or the equivalent in other currencies).

This Base Prospectus is a base prospectus for the purposes of Article 8(1) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EU (as amended, the "**Prospectus Regulation**") and has been drawn up in accordance with Article 8 of the Prospectus Regulation. This Base Prospectus (which expression shall include this Base Prospectus (as amended and/or supplemented from time to time by virtue of a supplement pursuant to Article 23 of the Prospectus Regulation and all documents incorporated by reference herein) has been approved as a base prospectus for the admission of the Notes to trading on the regulated market of the Luxembourg Stock Exchange by the *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), as competent authority under the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. In accordance with Article 6(4) of the Luxembourg act dated 16 July 2019 on prospectuses for securities (the "**Luxembourg Law on Prospectus**"), by approving this Base Prospectus, in accordance with Article 20 of the Prospectus Regulation, the CSSF does not make any representation in respect of the economic or financial opportunity of the operation or the quality and solvency of the Issuer. **The CSSF has neither reviewed nor approved the information contained in this Base Prospectus in relation to any issuance of any Notes that are not to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange (the "Market") and for which a prospectus is not required in accordance with the Prospectus Regulation.** In relation to any Notes, this Base Prospectus must be read as a whole and together with the relevant Final Terms (as defined below). Any Notes issued under the Programme on or after the date of this Base Prospectus are issued subject to the provisions described or incorporated by reference herein. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme for the period of twelve months from the date of this Base Prospectus to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the Market or, if specified in the relevant Final Terms, on a specific segment of the Market (the "**Professional Segment**") to which only qualified investors (as defined in the Prospectus Regulation) have access. References in this Base Prospectus to Notes being "listed" (and all related references), except where the context otherwise requires, shall mean that such Notes have been listed and admitted to trading on the Market or, if applicable, the Professional Segment. The Market is a regulated market for the purposes of Directive 2014/65/EU on markets in financial instruments (as amended, "**MiFID II**"). No certainty can be given that the application for the listing of any Notes will be granted. Furthermore, admission of the Notes to the official list and trading on the Market is not an indication of the merits of the Issuer or the Notes. Unlisted Notes may also be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed on the official list and admitted to trading on the Market or the Professional Segment (or any other stock exchange).

This Base Prospectus is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the "EEA") and will expire on 17 October 2026. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

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, and will be represented by a book entry in the records of the clearing system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**Securities Settlement System**").

Each Tranche or Series of Notes may on issuance be assigned a rating by S&P Global Ratings, acting through S&P Global Ratings Europe Limited ("**Standard & Poor's**") and/or by such other rating agency as shall be specified in the relevant Final Terms. Standard & Poor's is established in the European Union and is registered in accordance with Regulation (EC) No. 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**") and is included in the list of credit rating agencies published on the European Securities and Markets Authority's ("**ESMA**") website (www.esma.europa.eu). Standard & Poor's is not established in the United Kingdom but any ratings it may issue with respect to the Notes will be endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under Regulation (EC) No. 1060/2009 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). As such, the ratings issued by Standard & Poor's may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

A Tranche or Series of Notes to be issued under the Programme may be rated or unrated. Where a Tranche or Series of Notes is to be rated, such rating will not necessarily be the same as the ratings assigned to other Tranches or Series of Notes. Whether or not a rating in relation to any Tranche or Series of Notes will be treated as having been issued by a credit rating agency established in the European Union or the United Kingdom and registered under the CRA Regulation or the UK CRA Regulation, as applicable, will be disclosed in the relevant Final Terms. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

The Notes have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons 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 the applicable securities laws of any state or other jurisdiction of the United States.

The Notes are not intended to be offered, sold or otherwise made available, and should not be offered, sold or otherwise made available, in Belgium to "consumers" (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

The Notes may not be a suitable investment for all investors. Accordingly prospective investors in the Notes should decide for themselves whether they want to invest in the Notes and, as the case may be, 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.

The issue price and amount of the relevant Notes will be determined at the time of the offering of each Tranche based on the then prevailing market conditions.

An investment in the Notes involves risks. Before making any investment decision, 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 the Issuer and the Notes. In particular, holders of

Senior Notes and Subordinated Notes may lose their investment if the Issuer was to become non-viable or the Notes were to be written-down and/or converted or (in the case of the Senior Notes) bailed-in.

Arranger
BNP PARIBAS

Dealers
ABN AMRO
BNP PARIBAS
ING
MORGAN STANLEY
SANTANDER

Base Prospectus dated 17 October 2025

IMPORTANT INFORMATION

GENERAL

This Base Prospectus has been prepared on the basis that any offer of Notes in any Member State of the EEA and/or the United Kingdom (each a "**Relevant State**") will be made pursuant to an exemption under the Prospectus Regulation and the UK Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. When used in this Base Prospectus, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended, and "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**"). Accordingly, any person making or intending to make an offer in a Relevant State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by the final terms ("**Final Terms**") in relation to the offer of those Notes may only do so in circumstances in which no obligation arises for the Issuer, the Arranger or any Dealer (as defined in "*General description of the Programme*" below) to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case in relation to such offer. Neither the Issuer, the Arranger nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer, the Arranger or any Dealer to publish or supplement a prospectus for such offer. This Base Prospectus has been prepared on the basis of Annexes 7, 15 and 28 to Commission Delegated Regulation (EU) 2019/980, as amended.

This Base Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated by reference into, and form part of, this Base Prospectus. This Base Prospectus should be read and construed together with any supplements hereto and, in relation to any Tranche of Notes, should be read and construed together with the relevant Final Terms.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents Incorporated by Reference*"), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect the import of such information.

To the fullest extent permitted by law, none of the Dealers or the Arranger accepts any responsibility for the contents of this Base Prospectus or for any other statement made, or purported to be made, by the Arranger or a Dealer 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 they might otherwise have in respect of this Base Prospectus or any such statement. Neither this Base Prospectus nor any information supplied in connection with the Programme 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 or the Dealers that any recipient of this Base Prospectus or any other information provided in connection with the Programme should purchase Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus or to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger. Investors should review, amongst other things, the most recent financial statements, if any, of the Issuer when deciding whether or not to purchase any Notes. Neither the Arranger nor the Dealers owe any fiduciary duties to any person in connection with this Base Prospectus.

No person is or 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.

The minimum specified denomination of any Notes shall be EUR 100,000 and integral multiples thereof (or its equivalent in any other currency as at the date of issue of the Notes).

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 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 conducts operations; (iv) the potential impact of sovereign risk, particularly in certain European Union countries which have in the past come under market pressure; (v) adverse rating actions by credit rating agencies; (vi) the ability of counterparties to meet their obligations to the Issuer; (vii) the effects of, and changes in, fiscal, monetary, trade and tax policies, 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 business and practices in one or more of the countries in which the Issuer conducts operations; (xi) the adverse resolution of litigation and other contingencies; (xii) the impact of geopolitical events and (xiii) the Issuer's success at managing the risks involved in the foregoing.

The foregoing list of important factors is not exclusive; 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.

Any information in this Base Prospectus sourced from a third party has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of third party information is identified where used.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFER OF THE NOTES GENERALLY

The distribution of this Base Prospectus and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Dealers or the Arranger represent that this Base Prospectus may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Dealers or the Arranger which is intended to permit an offer to the public of the Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations.

Persons into whose possession this Base Prospectus or the Notes may come are required by the Issuer, the Dealers and the Arranger to inform themselves about, and to observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of the Notes. For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "*Subscription and Sale*".

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. The Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except pursuant an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable securities laws of any state or other jurisdiction of the United States.

THE NOTES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**") ANY STATE SECURITIES COMMISSION OR ANY OTHER U.S. OR STATE REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES APPROVED OR DISAPPROVED THIS BASE PROSPECTUS OR CONFIRMED THE ACCURACY OR ADEQUACY OF THIS BASE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

Notes issued as Green Bonds or European Green Bonds – The Final Terms relating to any specific Tranche of Notes may provide that (a) it will be the Issuer's intention to apply amounts equivalent to the proceeds from an offer of those Notes specifically to finance and/or refinance, in whole or in part, a portfolio of new or existing green loans ("**Eligible Green Loans**") based on the eligibility criteria set out in the Issuer's Green Bond Framework (as defined in the Section "Use of proceeds") (such Notes being hereinafter referred to as "**Green Bonds**") or (b) the Notes are issued in accordance with the requirements of Regulation (EU) 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 "**European Green Bond Regulation**" or "**EuGB Regulation**") (such Notes being referred to as "**European Green Bonds**" or "**EuGB**").

None of the Arranger nor the Dealers accepts any responsibility for any social, environmental or sustainability assessment of any Notes issued as Green Bonds or EuGB or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainability", EuGB or similar labels. None of the Arranger or the Dealers nor any of their respective affiliates have undertaken (i) any assessment of the Eligible Green Loans or Economic Activities (as defined in the Section "Use of proceeds" of this Base Prospectus); (ii) any verification of whether the Eligible Green Loans meet any eligibility criteria set out in the Green Bond Framework (as defined in the Section "Use of proceeds"); or (iii) any verification of whether the Economic Activities meet the requirements of the Taxonomy Regulation (as defined in the Section "Use of proceeds"), nor are they responsible for: (a) the use of proceeds (or amounts equal thereto) for any Notes issued as Green Bonds or EuGB; (b) the impact or monitoring of such use of proceeds; or (c) the allocation of the

proceeds to particular Eligible Green Loans or Economic Activities. The Green Bond Framework, the Second Party Opinion, the Factsheet, any allocation report and impact report and any external reviews of any such documents (each as defined in the Section "Use of proceeds") and any other public reporting by or on behalf of the Issuer in respect of the application of proceeds of Green Bonds or EuGBs will be available on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[1] but, for the avoidance of doubt, will not be incorporated by reference into this Base Prospectus. None of the Arranger or the Dealers nor any of their respective affiliates make any representation as to the suitability, reliability or content of such materials.

In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainability" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer, the Arranger, the Dealers or any other person that such listing or admission will be obtained or maintained for the lifetime of the Notes.

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should consider, either on its own or with the help of its financial and other professional advisers, whether it:

(i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

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

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

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and

(v) is 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 (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) 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.

Neither this Base Prospectus nor any other information supplied in connection with the issue of Notes constitutes an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes.

The Notes may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax, as amended ("**Eligible Investors**") holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

[1] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

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 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 MiFID II; or (ii) a customer within the meaning of Directive (EU) 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 or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA"**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 ("**FSMA"**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation"**) for offering or selling the Notes or otherwise making them available to retail investors in the United Kingdom has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the United Kingdom may be unlawful under the UK PRIIPs Regulation.

Prohibition of sales to consumers in Belgium – The Notes are not intended to be offered, sold or otherwise made available, and will not be offered, sold or otherwise made available, in Belgium to "consumers" (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

MiFID II product governance / target market – The Final Terms in respect of any Notes will include a legend entitled "MiFID II 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 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 (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 the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR product governance / target market – 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 person subsequently offering, selling or recommending the Notes (a "**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 the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

Benchmark 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 Regulation (EU) 2016/1011 (as amended, the "**Benchmark Regulation**"). If any such reference rate does constitute such a benchmark, the relevant Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the Benchmark Regulation. Not every reference rate will fall within the scope of the Benchmark Regulation. Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the relevant Final Terms (or, if located outside the European Union, recognition, endorsement or equivalence). The status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the relevant Final Terms to reflect any change in the status of the administrator.

Amounts payable under the Floating Rate Notes or the Resettable Notes (as the case may be) may be calculated by reference to EURIBOR (or such other benchmark as may be specified in the relevant Final Terms). As at the date of this Base Prospectus, the European Money Markets Institute ("**EMMI**") (as administrator of EURIBOR) is included in the ESMA's register of administrators under Article 36 of the Benchmark Regulation.

STABILISATION

In connection with the issue of any Tranche (as defined in the section "*General description of the Programme - Method of Issue*") of Notes, the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or persons acting on behalf of any Stabilisation Manager(s)) in the relevant Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Tranche is made and, if begun, may cease 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 Stabilisation Manager(s) (or person(s) acting on behalf of any Stabilisation Managers) in accordance with all applicable laws and rules.

CURRENCIES

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**euro**", "**EUR**" and "**€**" are to the lawful currency of the member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Union, as amended.

SECOND PARTY OPINIONS AND EXTERNAL VERIFICATION

In connection with Notes issued as "Green Bonds" or "EuGB" (as specified in the applicable Final Terms) under the Programme, an opinion, report, certification or external review of a third party (whether or not solicited by the Issuer), including the Second Party Opinion (as defined in the Section "Use of proceeds") or (in the case of European Green Bonds) a pre-issuance review, post-issuance review or impact report review may be made available, as the case may be. Any information in such opinions, reviews or reports are not part of this Base Prospectus. Investors should make their own determination about the relevance thereof in connection with making any investment decision with respect to any Notes to be issued under the Programme. In addition, no assurance or representation is given by the Issuer, the Arranger, the Dealers nor any of their respective affiliates, the second party opinion providers, the external reviewers or the independent auditors as to the suitability or reliability for any purpose whatsoever of any opinion, review, report or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the offering of any Notes as "Green Bonds" or "EuGB" under the Programme. Any such opinion, review, report and any other document related thereto is not,

nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion, report or certification and any other document related thereto is only current as of the date that it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and any other document related thereto and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in the Notes.

As at the date of this Base Prospectus, the providers of such opinions, reports, certifications and reviews are not subject to any specific regulatory or other regime or oversight. The EuGB Regulation will introduce a supervisory regime of external reviewers of EuGB, but this is not due to take full effect until 21 June 2026. However, a transitional period is currently in force until 21 June 2026 pursuant to Article 69 of the EuGB Regulation, which requires external reviewers, before providing any services, to notify ESMA, provide the information requested by the EuGB Regulation and use their 'best efforts' to comply with relevant provisions of the EuGB Regulation during the transition period.

TABLE OF CONTENTS

IMPORTANT INFORMATION 3
GENERAL DESCRIPTION OF THE PROGRAMME 11
RISK FACTORS 22
DOCUMENTS INCORPORATED BY REFERENCE 50
ALTERNATIVE PERFORMANCE MEASURES 53
PROSPECTUS SUPPLEMENT 56
TERMS AND CONDITIONS OF THE NOTES 57
CLEARING 109
USE OF PROCEEDS 110
DESCRIPTION OF THE ISSUER 114
COMMON REPORTING STANDARD – EXCHANGE OF INFORMATION 145
THE PROPOSED EU FINANCIAL TRANSACTION TAX 146
BELGIAN TAXATION ON THE NOTES 147
LUXEMBOURG TAXATION ON THE NOTES 153
FATCA WITHHOLDING 154
SUBSCRIPTION AND SALE 155
FORM OF FINAL TERMS 160
GENERAL INFORMATION 178

GENERAL DESCRIPTION OF THE PROGRAMME

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).

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) and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms. Words and expressions defined or used in "Terms and Conditions of the Notes" shall have the same meaning in this overview.

Issuer	Argenta Spaarbank NV ("**Argenta Spaarbank**", "**ASPA**" and the "**Issuer**").
Issuer's legal entity identifier ("**LEI**")	A6NZLYKYN1UV7VVGFX65
Information relating to the Issuer	The Issuer is a credit institution incorporated as a limited liability company (*naamloze vennootschap/société anonyme*) of unlimited duration incorporated under Belgian law, having its registered office at Belgiëlei 49-53, 2018 Antwerp, Belgium, and registered with the Crossroads Bank for Enterprises under number 0404.453.574, *RPR/RPM* Antwerp, division Antwerp.
Website of the Issuer	www.argenta.eu *The information on www.argenta.eu does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.*
Parent	Argenta Bank- en Verzekeringsgroep NV, a mixed financial holding company pursuant to Article 3, 39° of the Belgian Banking Law, incorporated as a limited liability company under the laws of Belgium, having its registered office at Belgiëlei 49-53, 2018 Antwerp, Belgium, and registered with the Crossroads Bank for Enterprises under number 0475.525.276, *RPR/RPM* Antwerp, division Antwerp.
Information relating to the Programme Size	EUR 5,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate principal amount of Notes outstanding at any one time.
Arranger	BNP PARIBAS
Dealers	ABN AMRO Bank N.V. Banco Santander, S.A. BNP PARIBAS ING Bank N.V. Morgan Stanley Europe SE

Paying Agent	BNP PARIBAS, Belgium branch, or any other entity appointed from time to time by the Issuer as the Paying Agent or an additional Paying Agent pursuant to the terms of the Agency Agreement, either in respect of the Programme, generally, or in respect of a particular issuance of Notes, in which case a different Paying Agent may be specified in the relevant Final Terms.
Agency Agreement	The amended and restated agency agreement between the Issuer, the Paying Agent and the Listing Agent dated on or about 17 October 2025.
Method of Issue	Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical in all respects (including as to listing and admission to trading) (or identical other than in respect of the issue price and/or the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each, a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest, principal amount of the Tranche and/or the Temporary ISIN Code and Temporary Common Code (if any and as defined in the relevant Final Terms), will be identical to the terms of other Tranches of the same Series) will be set out in the Final Terms.
Issue Price	Notes may be issued at their principal amount or at a discount or premium to their principal amount.
Form of Notes	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, via the book-entry system maintained in the records of the Securities Settlement System (as defined below).
Clearing Systems	The settlement system operated by the National Bank of Belgium or any successor thereto (the "**Securities Settlement System**"). Access to the Securities Settlement System is available through those of the participants in the Securities Settlement System whose membership extends to securities such as the Notes and through other national or international NBB investors central securities depositories ("**NBB investor (I)CSDs")**[2]. Participants in the Securities Settlement System include certain banks, stockbrokers (*beursvennootschappen/sociétés de bourse*), Euroclear Bank SA/NV ("**Euroclear Bank**"), Clearstream Europe AG ("**Clearstream Frankfurt**") SIX SIS AG ("**SIX SIS**"), Monte

[2] The official list of participants as amended, supplemented and/or replaced from time to time can be consulted on the website of the NBB: https://www.nbb.be/nl/list-nbb-investor-icsds. The information contained on the website of the National Bank of Belgium (www.nbb.be) does not form part of this Base Prospectus and has not been scrutinised or approved by the CSSF.

	Titoli S.p.A. ("**Euronext Securities Milan**"), Euroclear France SA ("**Euroclear France**"), Interbolsa S.A. ("**Euronext Securities Porto**"), Iberclear-ARCO ("**Iberclear**"), and OeKB CSD GmbH ("**OeKB**"). Accordingly, the Notes will be eligible to clear through, and therefore accepted by, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, and OeKB and investors can hold their interests in the Notes within securities accounts in Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, and OeKB and any other NBB investor (I)CSDs, or other participants in the Securities Settlement System.
Initial Delivery of Notes	Notes will be credited to the accounts held with the Securities Settlement System by Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, and OeKB any other NBB investor (I)CSDs or other Securities Settlement System participants.
Currencies	Subject to compliance with all relevant laws, regulations and directives (including the rules of the Securities Settlement System), Notes may be issued in any currency agreed between the Issuer and the relevant Dealer(s).
Maturities	Subject to compliance with all relevant laws, regulations and directives, each Note will have the maturity as specified in the relevant Final Terms. Unless otherwise permitted, Subordinated Notes constituting Tier 2 Capital will have a minimum maturity of five years.
Denomination	Notes will be issued in such denominations as may be specified in the relevant Final Terms save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note will be EUR 100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).
Fixed Rate Notes	Fixed Rate Notes will bear interest at a fixed rate payable in arrear on the date or dates in each year specified in the relevant Final Terms. If an indication of yield is included in the relevant Final Terms, the yield of each Tranche of Fixed Rate Notes will be calculated on the basis of the relevant issue price at the relevant issue date. It is not an indication of future yield.
Resettable Notes	Interest will be payable in arrear on the dates specified in the Final Terms at the initial rate specified in the Final Terms, and thereafter the rate may be reset with respect to a specified time period by reference to the prevailing Mid-Swap Rate. The rate of interest may be reset on more than one occasion.

Floating Rate Notes	Floating Rate Notes will bear interest set separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions (as defined below), as published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to EURIBOR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin as specified in the relevant Final Terms. Interest Periods will be specified in the relevant Final Terms.
Maximum or Minimum Rates of Interest	Floating Rate Notes may specify a Maximum Rate of Interest or a Minimum Rate of Interest, or both, as being applicable in the relevant Final Terms. If a Maximum Rate of Interest is specified, then the interest payable will in no case be higher than such rate and if a Minimum Rate of Interest is specified, then the interest payable will in no case be lower than such rate.
Fixed to Floating Rate Notes and Floating to Fixed Rate Notes	Notes may be issued under the Programme which bear a fixed rate of interest in respect of certain Interest Periods and a floating rate of interest in respect of other Interest Periods, as specified in the relevant Final Terms.
Zero Coupon Notes	Zero Coupon Notes will be issued at a price which is at a discount to their principal amount, and will not bear interest.
Redemption	Notes will be redeemed either (i) at 100% per Calculation Amount, or (ii) at an amount per Calculation Amount specified in the relevant Final Terms, provided that the amount so specified shall be at least 100% per Calculation Amount.
Optional Redemption	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed (either in whole or in part) prior to their stated maturity at the option of the Issuer and, if so, the terms applicable to such redemption shall be as set out in the Terms and Conditions of such Notes, in accordance with the elections made in the relevant Final Terms.
Early Redemption	Except as provided in "Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity for tax reasons. See "Terms and Conditions of the Notes – Condition 3(e)". If specified in the relevant Final Terms, Notes may also be subject to a mandatory early redemption (i) in respect of Subordinated Notes only, upon the occurrence of a Capital Disqualification Event (see "Terms and Conditions of the Notes – Condition 3(d)"), or (ii) in respect of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" and "Redemption of Senior Preferred Notes upon the occurrence of a

MREL Disqualification Event" is specified as applicable in the relevant Final Terms) and of Senior Non-Preferred Notes (where "Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event" is specified as applicable in the relevant Final Terms), upon the occurrence of a MREL Disqualification Event (see "Terms and Conditions of the Notes – Condition 3(f)").

Status of Notes

The Notes may be either senior preferred notes (the "**Senior Preferred Notes**"), senior non-preferred notes (the "**Senior Non-Preferred Notes**" and, together with the Senior Preferred Notes, the "**Senior Notes**") or subordinated notes (the "**Subordinated Notes**"), in each case as specified in the relevant Final Terms.

Senior Preferred Notes:

The Senior Preferred Notes will be direct, unconditional, senior and unsecured (*chirografaire/chirographaires*) 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, (ii) senior to Senior Non-Preferred Obligations of the Issuer and any obligations ranking *pari passu* with or junior to Senior Non-Preferred Obligations and (iii) junior to all present and future claims 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 Preferred Notes (including for any accrued but unpaid interest and any damages awarded for breach of any obligations under the Terms and Conditions) (i) only after, and subject to, payment in full of any present and future claims as may be preferred by laws of general application and (ii) subject to such payment in full, in priority to holders of Senior Non-Preferred Obligations and other present and future claims otherwise ranking junior to Senior Preferred 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.

Senior Non-Preferred Notes:

The Senior Non-Preferred Notes are issued pursuant to the provisions of Article 389/1, 2° of the Belgian Banking Law. The Senior Non-Preferred Notes will be direct, unconditional, senior and unsecured (*chirografaire/chirographaires*) obligations of the

Issuer and rank at all times (i) *pari passu*, without any preference among themselves and with other Senior Non-Preferred Obligations of the Issuer, present and future, (ii) senior to the Subordinated Notes of the Issuer and other present and future claims otherwise ranking junior to Senior Non-Preferred Obligations and (iii) junior to present and future claims of (a) any unsubordinated creditors of the Issuer that are not creditors in respect of Senior Non-Preferred Obligations of the Issuer, and (b) all other present and future claims as may be preferred by laws of general application or otherwise ranking in priority to Senior Non-Preferred Obligations.

For the avoidance of doubt, the Senior Non-Preferred Notes rank junior to any claims arising from excluded liabilities within the meaning of Article 72a(2) CRR (the "**Excluded Liabilities**").

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 Non-Preferred Notes (including for any accrued but unpaid interest and any damages awarded for breach of any obligations under the Terms and Conditions) (i) only after, and subject to, payment in full of Senior Preferred Obligations (including the Excluded Liabilities and any claims for payment of principal or interest arising under the Senior Preferred Notes) and other present and future claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non-Preferred Obligations and (ii) subject to such payment in full, in priority to holders of Subordinated Notes and other present and future claims otherwise ranking junior to Senior Non-Preferred Obligations.

"**Senior 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, 1° of the Belgian Banking Law.

It is the intention of the Issuer that the Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) and the Senior Non-Preferred Notes shall be treated, for regulatory purposes, as MREL Eligible Instruments under the Applicable MREL Regulations.

Where:

"**Applicable MREL Regulations**" means, at any time, the laws, regulations, requirements, guidelines and policies giving effect to MREL.

"**MREL**" means the "minimum requirement for own funds and eligible liabilities" for banking institutions under the Directive 2014/59/EU of the European Parliament and of the Council, establishing an EU-wide framework for the recovery and

resolution of credit institutions and investment firms, as set in accordance with Article 45 of such Directive (as transposed in Article 267/3 of the Belgian Banking Law) and Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, or any successor requirement.

"**MREL Eligible Instrument**" means an instrument that is eligible to be counted towards the MREL of the Issuer in accordance with Applicable MREL Regulations.

Subordinated Notes:

The Subordinated Notes will constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. 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 Subordinated Notes against the Issuer in respect of or arising under the Subordinated Notes (including any accrued but unpaid interest and any damages awarded for breach of any obligation under the Terms and Conditions) shall, subject to any obligations which are mandatorily preferred by law and subject to national laws governing normal insolvency proceedings of the Issuer, rank:

(A) junior to the claims of all Senior Creditors and Ordinarily Subordinated Creditors;

(B) *pari passu* without any preference among themselves and *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 and in priority to (a) the claims of holders of all classes of share and other equity capital (including preference shares (if any)) of the Issuer, (b) the claims of holders of all obligations or instruments of the Issuer which constitute Tier 1 capital of the Issuer, and (c) the claims of holders of any other obligations or instruments of the Issuer that rank or are expressed to rank junior to the Subordinated Notes.

Where:

"**Ordinarily Subordinated Creditors**" means creditors of the Issuer whose claims are in respect of subordinated obligations which fall or are expressed to fall within the category of

	obligations described in Article 389/1, 3° of the Belgian Banking Law. "**Senior Creditors**" means creditors of the Issuer whose claims are in respect of obligations which are unsubordinated or which otherwise rank, or are expressed to rank, senior to claims of Ordinarily Subordinated Creditors and senior to obligations which constitute Tier 2 Capital of the Issuer (including the Subordinated Notes). Subject to applicable law, no Noteholder may exercise or claim any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes and Subordinated Notes and each Noteholder shall, by virtue of its subscription, purchase or holding of such Note, be deemed to have waived all such rights of set-off, netting, compensation or retention. Notwithstanding the preceding sentence, if any amounts owing to any holder of such Note by the Issuer is discharged by set-off, netting, compensation or retention, 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 winding-up or administration, the liquidator or administrator, 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.
Cross Default	None
Negative Pledge	None
Ratings	Each Tranche or Series of Notes issued under the Programme may be rated by Standard & Poor's and/or by such other rating agency as shall be specified in the relevant Final Terms (each a "**Rating Agency**", together the "**Rating Agencies**"). Standard & Poor's is established in the European Union and is included in the updated list of credit rating agencies registered in accordance with the CRA Regulation published on the ESMA's website (www.esma.europa.eu) on or about the date of this Base Prospectus. Standard & Poor's is not established in the United Kingdom but any ratings it may issue with respect to the Notes will be endorsed by S&P Global Ratings UK Limited, which is established in the United Kingdom and registered under Regulation (EC) No. 1060/2009 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**"). As such, the ratings issued by Standard & Poor's may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Where a Tranche of Notes is to be rated, such rating will be specified in the relevant Final Terms. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the ratings assigned to Notes already issued under the Programme. Whether or not a rating in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the relevant Final Terms.

Whether or not each credit rating applied for in relation to a relevant Tranche of Notes will be (1) issued or endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or by a credit rating agency which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the Final Terms.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation or (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation.

In general, United Kingdom regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the United Kingdom but is endorsed by a credit rating agency established in the United Kingdom and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the United Kingdom which is certified under the UK CRA Regulation.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Tranches of Notes issued under the Programme may be rated or unrated.

Withholding Tax

All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of Belgium unless the withholding is required by law. In such event, the Issuer shall, subject to certain exceptions, pay such additional amounts as shall result in receipt by the Noteholder of such amounts as would have been received by it had no such withholding been required, all as

	described in "Terms and Conditions of the Notes – Taxation", "Common Reporting Standard – Exchange of information" and "Belgian Taxation on the Notes". Under Luxembourg general tax laws currently in force, there is, subject to certain exceptions, no withholding tax on payments of principal, premium or interest made to resident or non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders, as further described in "Luxembourg Taxation on the Notes".
Governing Law	Belgian law.
Listing and Admission to Trading	Application has been made for Notes of any Series to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of MiFID II (where it is specified in the relevant Final Terms that such Series of Notes is to be listed and admitted to trading on such market). If specified in the relevant Final Terms, the Notes will be traded only on a specific segment of the regulated market of the Luxembourg Stock Exchange to which only qualified investors (as defined in the Prospectus Regulation) have access (the "**Professional Segment**"). The CSSF, in its capacity as the competent authority for the purposes of the Prospectus Regulation, has approved this Base Prospectus as a base prospectus for the purposes of the Prospectus Regulation. Such approval relates only to the Notes to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange or, if applicable, the Professional Segment. Unlisted Notes may also be issued pursuant to the Programme. The relevant Final Terms in respect of the issue of any Notes will specify whether or not such Notes will be listed.
Selling Restrictions	Belgium, European Economic Area, Italy, Japan, Switzerland, United Kingdom and United States. The debt securities of the Issuer are eligible for Category 2 (as specified in the relevant Final Terms) for the purposes of Regulation S under the Securities Act. The Notes may not be offered, sold or otherwise made available to EEA Retail Investors or UK Retail Investors. The Notes are not intended to be offered, sold, or otherwise made available to, and will not be offered, sold or otherwise made available, in Belgium to "consumers" (*consommateurs/ consumenten*) within the meaning of the Belgian Code of

Economic Law (*Code de droit économique/Wetboek van Economisch Recht*) as amended.

The Notes may only be held by, and may only be transferred to, Eligible Investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax, as amended, holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement Systems operated by the NBB.

See "Subscription and Sale".

Use of Proceeds

The proceeds (as the case may be, after deduction of the issuance costs) from each issue of Notes will be applied by the Issuer, as indicated under "Reasons for the Offer" in the applicable Final Terms, either:

(a) for its general corporate purposes; or

(b) (i) where the Notes are designated as "European Green Bonds" or "EuGBs" and are stated to be issued in accordance with the EuGB Regulation, to finance and/or refinance the Economic Activities (as defined below) specified in the applicable Final Terms in accordance with the European green bond factsheet (the "**Factsheet**") prepared by the Issuer in accordance with the EU Green Bond Regulation; and/or

(ii) where the Notes are issued as "Green Bonds", to finance and/or refinance, in whole or in part, existing and/or future green loans, together forming the Eligible Green Loan Portfolio (as defined in and subject to the conditions set out in the Issuer's Green Bond Framework); or

(c) for any other purpose specified in the applicable Final Terms.

The Issuer's Green Bond Framework is and the Factsheet will, prior to the issuance of the relevant European Green Bonds, be publicly available on the Issuer's website (https://www.argenta.eu/investor-relations/debt-issuance.html). For the avoidance of doubt, the Issuer's Green Bond Framework and Factsheet are not incorporated by reference into this Base Prospectus.

Investors should have regard to the factors described under the section headed "Risk related to the Notes" in the Base Prospectus, in particular the risk factors entitled "*Specific risks relating to Green Bonds*" and "*Specific risks relating to European Green Bonds*".

RISK FACTORS

Prior to making an investment decision, prospective purchasers of the Notes should consider carefully, in light of the circumstances and their investment objectives, the information contained in this entire Base Prospectus (including the 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).

This section sets out the risks which the Issuer believes are specific to it and/or to the Notes and which are deemed to be material to investors for taking an informed decision in respect of Notes issued under the Programme. The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under this offering. All of these factors are contingencies which may or may not occur.

In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below.

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 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 Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with 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. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. The Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control.

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 advisers (if they consider it necessary).

"**Argenta Group**" means Argenta Bank- en Verzekeringsgroep NV and its subsidiaries from time to time (including the Issuer).

"**Bank Pool**" means the Issuer and its subsidiaries from time to time.

Capitalised terms used herein and not otherwise defined shall bear the meanings ascribed to them in "*Terms and Conditions of the Notes*" or elsewhere in this Base Prospectus.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THE NOTES

1. Risks related to the Issuer's financial situation

1.1 The earnings and the capital position of the Issuer are subject to fluctuations caused by market risks

The Issuer is exposed to different types of market risks, such as interest rate risk and spread risk.

Interest rate risk is the primary market risk to which the Issuer is exposed. Changes in the levels of interest rates can have an adverse effect on the earnings of the Issuer and the market values of its investments. A major component of the Issuer's business strategy consists of attracting short to medium-term funds (primarily *via* savings deposits placed by retail customers, but also *via* wholesale funding),

and investing these through a variety of loans and investments. The terms of these reinvestments do not necessarily match with the duration of the short to medium-term funds that were attracted. The impact on earnings and market values of interest rate changes depends on the size of the duration mismatch between assets and liabilities, and the existence of embedded options on the balance sheet.

The Issuer has a strong concentration of regulated saving accounts in Belgium. Under Belgian law, the Issuer is required to pay a minimum guaranteed interest rate on regulated saving accounts. As a result, the Issuer may not be able to fully translate a decrease in market interest rates in the pricing of its saving accounts, which may negatively affect its net interest rate margin.

The Issuer provides mortgage loans to Belgian retail clients who are allowed to prepay, under Belgian law, the outstanding capital at a fixed penalty. In case of decreasing interest rates there is a risk that the fixed penalty (which is an amount fixed by the Applicable Banking Regulation (as defined below)) does not compensate fully the Issuer for the future earning losses that the Issuer will incur in case of prepayment of loans by customers.

The Issuer uses a range of instruments and strategies to partly hedge against interest rate risks. If these instruments and strategies prove ineffective or only partially effective, the Issuer may suffer losses. Unforeseen market developments may significantly reduce the effectiveness of measures taken by the Issuer to hedge such risks. Gains and losses from ineffective risk-hedging measures may heighten the volatility of results achieved by the Issuer and could therefore have an adverse effect on the Issuer's business, results of operations and financial condition.

The Issuer is exposed to credit spread risk through its investment portfolio. Fluctuations in credit spreads may have an adverse effect on the market value of debt securities in the Issuer's investment portfolio. Depending on the accounting treatment of these instruments, these market value fluctuations may affect the capital position of the Issuer.

1.2 Risks affecting the Issuer's procurement of liquidity

The procurement of liquidity for the Issuer's operations and access to long term finance is crucial to achieve the Issuer's strategic goals, as they enable the Issuer to meet payment obligations in cash and on delivery, scheduled or unscheduled, so as not to prejudice the Issuer's activities or financial situation.

Liquidity risk is the risk that an insufficient amount of assets can be realised in order to repay financial liabilities at the moment these become due. Although the Issuer believes it currently has a satisfactory liquidity position, its procurement of liquidity could be adversely impacted by:

- substantial outflows in deposits;
- an unexpected prolongation of the outstanding receivables, e.g. the default of a loan;
- the risk that assets may be liquidated only at a serious discount due to a lack of interested counterparties on the market;
- the inability to access the debt market, sell products or refinance existing obligations as a result of the deterioration of market conditions, a lack of confidence in financial markets, uncertainty and speculation regarding the solvency of the Issuer, a rating downgrade of the Issuer, and/or operational problems;
- substantial outflow of liquidity due to fluctuations in collateral requirements related to derivative transactions in the context of hedging arrangements.

The inability of the Issuer to raise required funds on terms that are favourable to the Issuer, difficulties in obtaining long-term financings on terms which are favourable to the Issuer or addressing the consequences of substantial outflows could adversely affect the Issuer's business, financial condition and results of operations.

Furthermore, protracted market declines can reduce the liquidity of markets that are typically liquid. If, in the course of its activities, the Issuer requires significant amounts of cash on short notice (in excess of anticipated cash requirements), the Issuer may have difficulty selling investments at attractive prices, in a timely manner, or both. In such circumstances, market operators may fall back on support from central banks and governments by pledging securities as collateral. Unavailability of liquidity through such measures, or the decrease or discontinuation of such measures could result in a reduced availability of liquidity on the market and higher costs for the procurement of such liquidity when needed, thereby adversely affecting the Issuer's business, financial condition and results of operations.

The inability of a financial institution, including the respective entities of the Issuer, to anticipate and take into account unforeseen falls or changes in its sources of financing can affect such a financial institution's ability to fulfil its obligations when they fall due.

1.3 As a large credit institution, the Issuer's business is subject to credit risk

Credit risk is the risk that a counterparty cannot meet its payment obligations. This can be as a result of the insolvency of a customer or a counterparty or otherwise. This risk arises in both traditional loan portfolios as well as investment portfolios. Any adverse changes in the credit quality of the Issuer's borrowers, counterparties or other obligors could affect the recoverability and value of its assets.

The Issuer's assets are highly concentrated in lending to private individuals, more specifically mortgage loans to individuals in Belgium and the Netherlands (as at 30 June 2025, the book value exposures of mortgage loans stood at EUR 19.3 billion and EUR 22.8 billion, respectively, or 33% and 39% of the total balance sheet, respectively). In addition, the Issuer is also diversifying its loan portfolio into lending to Belgian local governments and real estate counterparties. Any adverse shock in these markets, such as declining residential real estate prices, could negatively affect the results of the Issuer's credit portfolio because of the impact on the recovery value of the collateral. All this could be further exacerbated in the event of a prolonged economic downturn or worsening market conditions. The consequences of rising inflation, the economic and financial fall-out of the war in Ukraine, a decrease in the credit quality of borrowers and counterparties of the Issuer, a general deterioration of the Belgian, Dutch or global economic condition or a decrease caused by systemic risks can each affect the recoverability of outstanding loans and the value of the Issuer's assets. It can also require an increase of the provision for Non-Performing Loans, as well as other provisions. Any increase in provision for loan losses, any loan losses in excess of the previously determined provisions or changes to estimates of the risk of loss inherent in the portfolio of non-impaired loans could have a material adverse effect on the Issuer's business, results of operation or financial condition.

The Issuer holds a diversified portfolio of market securities in its investment portfolio (as at 30 June 2025, the book value stood at EUR 11.5 billion or 19% of the total balance sheet). These counterparties may default on their obligations to the Issuer due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure or other reasons. Other parties to which the Issuer is exposed include, among others, counterparties under swaps and other derivative contracts, clearing agents, exchanges, clearing houses, guarantors and other financial intermediaries.

The performance of the Issuer is thus primarily affected by the level and the cyclical nature of the business activities (investment services) in Belgium and the Netherlands, which in turn are influenced by domestic and international economic and political events.

1.4 The earnings and the capital position of the Issuer are subject to business risk, model risk and climate risk

Business risk is the risk that current and future earnings, and capital levels will be affected by changes in business volumes or by changes in margins and costs. Both of these can be caused by external market conditions and/or the inability of the Issuer as an organisation to respond to these. This risk also takes into account poor diversification of earnings or the inability to maintain a sufficient and reasonable level of profitability.

Because of the strong concentration in mortgage loans to retail clients in the Belgian and Dutch retail markets the Issuer is exposed to adverse developments in these markets. As of 30 June 2025, 96% of the total loan book consisted of mortgage loans in Belgium (44%) and in the Netherlands (52%). The remaining 4% were consumer loans in Belgium, loans to local and regional governments and public-private partnerships. This includes the risk that target production volumes cannot be reached, or a decrease in the commercial margins is observed, as a result of increased market competition or other adverse events.

Model risk is the risk of decisions and calculations being related to the erroneous development, implementation and/or wrong usage of models. Model risk is managed by adopting the principles and controls set forth by the model risk management framework ("**MRMF**").

Climate risk can be split between physical climate risk (more frequent or severe weather events like flooding, drought or storms, changes in the weather pattern or the rise in sea levels) and transition risk (changes in client and market behaviour, policy, technology and legislation related to moving to a less polluting, greener economy). The Issuer considers climate risk as part of the financial risks to which it is exposed and which could have an impact on the management and value of its retail portfolio and its investment portfolio.

Business risk, model risk and climate risk could have an adverse effect on the earnings and capital position of the Issuer and its financial condition.

2. Risks related to the macroeconomic environment

Geopolitical uncertainty remains elevated with several risk factors affecting the macro-economic environment and the position of the Issuer:

- The risk of escalation of the war between Russia and Ukraine with an impact on, among other things, energy prices.

- The risk of adverse evolutions with respect to trade agreements, import tariffs and sanction and embargo policies.

- The escalation of the hostilities and conflicts in the Middle East, among other things causing supply chain problems and impacting global energy prices.

- The risk of a recession caused by a hard landing scenario (i.e. a scenario where economic activity experiences a sharp decline as a result of central banks' interest rate policies to curb inflation, causing central banks to potentially lower interest rates quickly).

There is a risk that these factors will have an impact on credit losses in the coming years. Especially the potential increase in unemployment rates and decrease in house prices could, due to the Issuer's strong concentration in mortgage loans, weigh negatively on expected credit losses.

Given the uncertainty surrounding these factors, it is impossible at any given time to make a reliable estimate of what the consequences will be for the global economy and, more specifically, for the Issuer. The Issuer is closely monitoring the situation and it is adopting a cautious and conservative approach. As at 30 June 2025, the Issuer's Common Equity Tier 1 ratio (IRB approach and phased in) amounted to 30.2%, the Issuer's Liquidity Coverage Ratio ("**LCR**") amounted to 283% and the Issuer's Net Stable Funding Ratio ("**NSFR**") amounted to 148%. Depending on future developments relating to the economic and health impact of those crises, there could be a material and adverse effect on the Issuer's results of operations, financial condition or prospects.

Noteholders should be aware that the factors mentioned above can also have an adverse influence on the other risks described hereafter.

3. Risks relating to the Issuer's business operations

3.1 The Issuer has to contend with operational/non-financial risks, including fraudulent and other criminal activities (both internal and external), breakdowns in processes or procedures and systems failure or non-availability

The Issuer is exposed to different types of non-financial risks such as compliance risk, legal and regulatory risk, human resources risk, resilience risk, sourcing risk, brand & sustainability risk, strategic and change risk, process risk, information security & cyber risk, fraud risk, IT risk and data management risk.

On the other hand, the Issuer needs to process a very large number of transactions efficiently, accurately and in accordance with internal policies and external legislation and regulations. Potential non-financial risks include, inter alia, violation of the money laundering legislation, breach of confidentiality obligations and the execution of unauthorised transactions. Non-financial risks and losses result from inadequate or failed internal processes (such as processes not aligned with the legal requirements), human actions (including fraud, employee errors), systems failure, or due to external events (such as cybercrime, breaches of data security, natural disasters or malfunctions of external systems, including those of the Issuer's suppliers or counterparties). The consequences of these may extend to financial or reputational loss, loss of data or other non-financial impacts. Additionally, the loss of key personnel could adversely affect the Issuer's operations and results.

The Issuer notes that non-financial risks have gradually become more important in the Issuer's various businesses, owing to, amongst other things, growing awareness of non-financial risks, the rapidly changing technological environment, the increasing complexity, as well as a general trend towards outsourcing of non-core business activities.

The information security & cyber risk, data management risk and privacy (compliance) risk are specific risks to which the Issuer is exposed. The Issuer processes significant volumes of personal data relating to customers as part of its business, some of which may also be classified under legislation as sensitive personal data. The Issuer must therefore comply with strict data protection and privacy laws and regulations and bears the risk of penalties if it does not comply with the standards as set by, among others, the General Data Protection Regulation (EU) 2016/679, such as a personal data breach, meaning a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Issuer.

The Issuer also faces the risk of a breach in the security of its information technology ("**IT**") systems, for example from increasingly sophisticated attacks by cybercrime groups. In recent years, financial institutions have been impacted by a number of cyber incidents.

Data breaches or cyber-crimes could have a material adverse impact on the Issuer's reputation and on its business, financial condition, operating results and prospects.

4. Legal, regulatory and tax risks

4.1 The Issuer is subject to the risk of having insufficient capital resources to meet the minimum regulatory capital requirements

Capital requirements may increase if economic conditions or negative trends in the financial markets worsen. Any failure of the Issuer to maintain its minimum regulatory capital ratios could result in administrative actions or sanctions, which in turn may have a material adverse impact on the Issuer's results of operations. A shortage of available capital may restrict the Issuer's opportunities for expansion.

Please refer to the section "Banking Supervision" on page 138 for a more detailed overview of the applicable legal and regulatory framework.

4.2 Increased and changing regulations of the financial services industry may have an adverse effect on the Issuer

Wherever the Issuer operates, it is subject to laws, regulations, administrative measures, and policies governing financial services. Changes in the supervisory framework and regulations may affect the activities, products, and services that the Issuer offers, or the value of its assets. Current regulation and future regulatory developments could have an adverse impact on the business of the Issuer.

Significant regulatory developments have taken place in response to the global financial crisis, including various initiatives and measures by the EU and individual national governments, the stress test coordinated by the European Banking Authority in collaboration with the ECB and liquidity risk assessments at European and national level.

Recent regulatory and legislative developments applicable to credit institutions such as the Issuer may adversely impact the Issuer, its business, financial condition or results of operation. A non-exhaustive overview of certain important regulatory and legislative developments, such as changes to the prudential requirements for credit institutions, capital adequacy rules, recovery and resolution mechanisms, is set out in sub-section "Banking Supervision" on page 138 in the section "Description of the Issuer".

Moreover, there seems to have been an increase in the level of scrutiny applied by governments and regulators to enforce applicable regulations and calls to impose further charges on the financial services industry in recent years. Such increased scrutiny or charges may require the Issuer to take additional measures which, in turn, may have adverse effects on its business, financial condition and results of operations.

Although the Issuer works closely with its regulators and continually monitors regulatory developments, there can be no assurance that additional regulatory or capital requirements will not have an adverse impact on the Issuer, or its business, financial condition or business results.

There can be no assurance that the implementation of these new standards, or any other new regulation, will not require the Issuer to issue securities that qualify as regulatory capital, or to liquidate assets or curtail business, all of which may have adverse effects on its business, financial condition or business results.

The business operations of the Issuer are subject to ongoing regulation and associated legal and regulatory risks, including the effects of changes in the laws, regulations, policies and interpretations in Belgium and other countries in which the Issuer operates.

Changes in supervision and regulation could materially affect the Issuer's business, products and services offered by it, or the value of its assets. In addition, the level of supervision by the governments and supervisory authorities and the enforcement of the applicable rules have increased with the start of the

global economic crisis, combined with increased regulation and levies on the financial services sector. There can be no assurance that such increased scrutiny or charges will not require the Issuer to take additional measures, which in turn may have adverse effects on its business, financial condition or business results.

With regard to taxation, the Issuer's structure entails that a major part of the funding of the Issuer (including the branch office in the Netherlands) is stemming from deposits, which makes the Issuer sensitive to changes in Deposit Guarantee Scheme ("**DGS**") contributions and bank levies.

RISKS RELATING TO THE NOTES

1. Risks related to the nature of the Notes

1.1 Holders of Subordinated Notes will be required to absorb losses in the event the Issuer becomes non-viable or if the conditions for the exercise of resolution powers are met

Holders of Subordinated Notes will lose some or all of their investment as a result of a statutory write-down or conversion of the Subordinated Notes if the Issuer fails or is likely to fail, becomes non-viable, requires extraordinary public support or if otherwise the conditions for the exercise of resolution powers are met.

Under the Belgian law of 25 April 2014 on the status and supervision of credit institutions (the "**Belgian Banking Law**") and Regulation 806/2014 of the European Parliament and 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 Resolution Fund and amending Regulation (EU) No 1093/2010 of the European Parliament and the Council ("**Single Resolution Mechanism Regulation**" or "**SRMR**"), the Relevant Resolution Authority (as defined below) may decide to write-down the Subordinated Notes or to convert the Subordinated Notes into common equity tier 1 capital of the Issuer if one or more of the following circumstances apply:

(a) the Relevant Resolution Authority determines that the Issuer meets the conditions for resolution specified in Article 244, §1 of the Belgian Banking Law; i.e., if the national resolution authority considers that all of the following conditions are met:

(i) the determination that the Issuer is failing or is likely to fail has been made by the relevant regulator or the Relevant Resolution Authority (in each case, after consulting each other), which means that one or more of the following circumstances are present:

(A) the Issuer infringes or there are objective elements to support a determination that the Issuer will, in the near future, infringe the requirements for continuing authorisation in a way that would justify the withdrawal of the authorisation by the competent authority, including but not limited to because the Issuer has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds;

(B) the assets of the Issuer are or there are objective elements to support a determination that the assets of the Issuer will, in the near future, be less than its liabilities;

(C) the Issuer is or there are objective elements to support a determination that the Issuer will, in the near future, be unable to pay its debts or other liabilities as they fall due; or

(D) the Issuer requests extraordinary public financial support;

(ii) having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures or supervisory action taken in respect of the Issuer would prevent its failure within a reasonable timeframe; and

(iii) a resolution action is necessary in the public interest; a resolution action will be deemed necessary in the public interest if it is necessary to meet one or more objectives referred to in Article 243, §1 of the Belgian Banking Law and a liquidation of the credit institution would not allow such objectives to be met in the same measure,

in which case the Relevant Resolution Authority shall, in any event, exercise its write-down and conversion powers before taking any resolution action (including the use of the bail-in tool);

(b) the Relevant Resolution Authority determines that unless the write-down or conversion power is exercised in relation to the Subordinated Notes, the Issuer will no longer be viable; or

(c) the Issuer requests extraordinary public financial support.

The Relevant Resolution Authority must exercise its powers in accordance with the requirements laid down in the Belgian Banking Law. More specifically, article 252 of the Belgian Banking Law provides that the Relevant Resolution Authority must apply the write-down and conversion powers in accordance with the ranking of the respective instruments in liquidation proceedings, and 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 Relevant Resolution Authority decides to apply the bail-in tool. Tier 2 capital instruments of the Issuer (including the Subordinated 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.

When the Relevant Resolution Authority decides to write down the principal amount of the Subordinated Notes (in whole or in part), article 253 of the Belgian Banking Law provides that, in principle, the effects of such write-down are permanent, the Issuer no longer has any obligation to the relevant Noteholders in connection with the amount so written down (excluding any obligations which have already become due and payable and any liability resulting from a judicial review of the legality of the decision to write-down the Subordinated Notes), and the Issuer owes no compensation to the relevant Noteholders (except that they may receive CET1 instruments in exchange/through conversion of (part) of their Notes in accordance with article 254 of the Belgian Banking Law).

The purpose of the statutory write-down and conversion powers is to ensure that the Tier 1 and Tier 2 capital instruments of the Issuer (including the Subordinated Notes) fully absorb losses if one or more of the above circumstances apply and before any resolution action (including the use of the bail-in tool) is taken.

The exercise by the Relevant Resolution Authority of its write-down or conversion powers in relation to the Subordinated Notes, or the (perceived) prospect of such exercise, could have a material adverse effect on the value of the Subordinated Notes and could lead to the holders of Subordinated Notes losing some or all of their investment in the Subordinated Notes.

Furthermore, prior to the opening of any resolution proceedings, the Relevant 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.

The legal basis for any resolution decisions taken by the SRB is the SRMR, which mirrors certain provisions of the BRRD and introduces specific measures for resolution of banks at European level. These measures may apply to the Issuer in the event of financial difficulties, in addition to and complementing the BRRD as implemented into Belgian law. Any reference in this Base Prospectus to the provisions of the Belgian Banking Law implementing the BRRD must be read as also referring to the corresponding provisions in the SRMR, where relevant.

1.2 Bail-in of senior debt and other eligible liabilities, including the Senior Notes

Given the entry into force of the bail-in regime, holders of Senior Notes may lose some or all of their investment (including outstanding principal and accrued but unpaid interest) as a result of the exercise by the Relevant Resolution Authority of the "bail-in" resolution tool.

The Relevant Resolution Authority has the power to bail-in (i.e. write down or convert) senior debt (such as the Senior Notes) and other eligible liabilities after having written down or converted Tier 1 capital instruments and Tier 2 capital instruments (such as the Subordinated Notes). The bail-in power enables the Relevant 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 a relevant financial institution. Under such hierarchy, the Senior Non-Preferred Notes would be written down or converted before the Senior Preferred Notes. The bail-in power includes the power to cancel a liability or modify the terms of contracts for the purposes of deferring the liabilities of the relevant financial institution and the power to convert a liability from one form to another.

In summary (and subject to the implementing rules), the Relevant Resolution Authority is able to exercise its bail-in powers if the following (cumulative) conditions are met:

(a) the determination that the Issuer is failing or is likely to fail has been made by the relevant regulator, which means that one or more of the following circumstances are present:

  (i) the Issuer infringes or there are objective elements to support a determination that the Issuer will, in the near future, infringe the requirements for continuing authorisation in a way that would justify the withdrawal of the authorisation by the competent authority, including but not limited to because the Issuer has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds;

  (ii) the assets of the Issuer are or there are objective elements to support a determination that the assets of the Issuer will, in the near future, be less than its liabilities;

  (iii) the Issuer is or there are objective elements to support a determination that the Issuer will, in the near future, be unable to pay its debts or other liabilities as they fall due;

  (iv) the Issuer requests extraordinary public financial support;

(b) having regard to timing and other relevant circumstances, there is no reasonable prospect that any alternative private sector measures or supervisory action taken in respect of the Issuer would prevent the failure of the Issuer within a reasonable timeframe; and

(c) a resolution action is necessary in the public interest.

The BRRD specifies that governments will only be entitled to use public money to rescue credit institutions if a minimum of 8% of the own funds and total liabilities have been written down, converted or bailed in or, by way of derogation, if the contribution to loss absorption and recapitalisation is equal to an amount not less than 20% of risk-weighted assets and certain additional conditions are met.

The exercise by the Relevant Resolution Authority of its bail-in powers in relation to the Senior Notes, or the (perceived) prospect of such exercise, could have a material adverse effect on the value of the Senior Notes and could lead to the holders of Senior Notes losing some or all of their investment in the Senior Notes. The Relevant Resolution Authority may exercise these powers without providing any advance notice to, or requiring the consent of, the Noteholders. In addition, under the Terms and Conditions of the Notes, the exercise of the bail-in powers by the Relevant Resolution Authority with respect to the Senior 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 16(c). The Relevant Resolution Authority also has broader powers to implement other resolution measures, which may include the replacement or substitution of the Issuer as obligor in respect of the Senior Notes.

Investors should furthermore note that, on 18 April 2023, the European Commission adopted a proposal to adjust and further strengthen the EU's existing bank crisis management and deposit insurance ("**CMDI**") framework. The proposal would enable authorities to organise the orderly market exit for a failing bank of any size and business model, with a broad range of tools. In particular, it would facilitate the use of industry-funded safety nets to shield depositors in banking crises, such as by transferring them from an ailing bank to a healthy one. Such use of safety nets must only be a complement to the banks' internal loss absorption capacity, which remains the first line of defence. Investors should note that a final reform may have an impact on the current supervisory and resolution powers applicable to credit institutions (such as the Issuer). If implemented as proposed, one element of the proposal would mean that Senior Preferred Notes will no longer rank *pari passu* with any non-covered non-preferred deposits of the Issuer. Instead, the Senior Preferred Notes would rank junior in right of payment to the claims of all depositors. As such, there may be an increased risk of an investor in Senior Preferred Notes losing all or some of its investment. The proposal, if implemented, may also lead to a rating downgrade for Senior Preferred Notes. In this respect, please also refer to the risk factor entitled "*Notes issued under the Programme may be assigned a credit rating upon issuance. Credit ratings may not reflect all risks and may be lowered, suspended, withdrawn or not maintained*". On 25 June 2025, the Council and the European Parliament announced that they have reached a political agreement on the legislative package proposed by the European Commission. The Council and Parliament will now finalise the legal text at the technical level.

1.3 It is likely that any securities the Noteholders will receive upon the exercise of the bail-in power will not be listed

To the extent the Subordinated Notes are converted or written-down, or the Senior Notes are bailed-in (i.e. written down or converted) pursuant to the Belgian Banking Law or otherwise, the Issuer does not expect any securities issued upon conversion of the Notes to meet the listing requirements of any securities exchange, and the Issuer expects outstanding listed securities to be delisted from the securities exchanges on which they are listed. It is likely that any securities which the Noteholders will receive upon write-down or conversion will not be listed for at least an extended period of time, if at all. Additionally, there may be limited, if any, disclosure with respect to the business, operations or financial statements of the Issuer at the time any securities are issued upon conversion of the Notes, or the disclosure may not be current to reflect changes in the business, operations or financial statements as a result of the exercise of the write-down, conversion or bail-in power. As a result, there may not be an active market for any securities Noteholders may hold after the exercise of the write-down or conversion.

1.4 The Issuer's obligations under the Subordinated Notes will be subordinated

As more fully described in the Terms and Conditions of the Notes, the Issuer's obligations under the Subordinated Notes will be unsecured and subordinated and will (subject to any obligations which are mandatorily preferred by law and subject to national laws governing normal insolvency proceedings of the Issuer) rank:

(a) junior to the claims of all Senior Creditors and Ordinarily Subordinated Creditors (i.e., creditors of the Issuer holding claims that, in accordance with their terms, rank or are expressed to rank senior to obligations which constitute Tier 2 capital of the Issuer (including, as the case may be, the Subordinated Notes) and claims in respect of subordinated obligations which fall or are expressed to fall within the category of obligations described in Article 389/1, 3° of the Belgian Banking Law);

(b) *pari passu* without preference among themselves and *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 and in priority to (a) the claims of holders of all classes of share and other equity capital (including preference shares (if any)) of the Issuer, (b) the claims of holders of all obligations or instruments of the Issuer which constitute Tier 1 capital of the Issuer, and (c) the claims of holders of any other obligations or instruments of the Issuer which are or are expressed to be subordinated to the Subordinated Notes.

The Subordinated Notes will generally pay a higher rate of interest than comparable securities that are not subordinated. However, there is an increased risk that an investor in the Subordinated Notes will lose all or some of its investment should the Issuer become insolvent.

In the event of a dissolution or liquidation of the Issuer, payment of the principal amount to a holder of Subordinated Notes will, by virtue of such subordination, only be made after all obligations of the Issuer resulting from unsubordinated claims with respect to the repayment of borrowed money, other unsubordinated rights and claims and higher ranking subordinated claims have been satisfied in full. If any such event occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due and payable under the Subordinated Notes. A holder of Subordinated Notes may therefore recover less than the holders of unsubordinated or prior ranking subordinated liabilities of the Issuer.

According to Article 48(7) of the BRRD II (as transposed into Belgian law by 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 Notes for so long as they are fully or partially recognised own funds instruments) shall rank junior to all other liabilities. This would entail 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 not or 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 Notes if they are no longer so recognised) in full before it can make any payments on Subordinated Notes which continue to be at least partially recognised as own funds instruments at the time of the opening of the liquidation or bankruptcy procedure.

1.5 The Issuer is not prohibited from issuing additional debt, which may rank pari passu with or senior to the Notes

There is no restriction on the amount of debt that the Issuer or its subsidiaries may issue, which ranks *pari passu* with or senior to the Notes. The issue of any such debt or securities may reduce the amount recoverable by investors upon the Issuer's insolvency. If the Issuer's financial condition were to deteriorate, the Noteholders could suffer direct and materially adverse consequences, including reduction of interest and principal and, if the Issuer were liquidated (whether voluntarily or involuntarily), the Noteholders could suffer loss of their entire investment.

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

Redemption at the option of the Issuer

If so specified in the Final Terms, the Notes may be redeemed early at the option of the Issuer, provided that Subordinated Notes may as a general rule and subject to certain other exceptions (see below) only be redeemed by the Issuer after five years following the Issue Date of the last Tranche of a Series of Subordinated Notes. An optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect or is perceived to be able to elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. In addition, Noteholders will not receive a make-whole amount or any other compensation in the event of an early redemption of the Notes.

The Issuer may be expected to redeem the Notes when its cost of borrowing is lower than the interest rate on the Notes, subject to meeting relevant conditions in the case of Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms). Potential investors should consider reinvestment risk in light of other investments available at that time.

Redemption for Taxation Reasons

The Issuer will be entitled to redeem the Notes early if, as a result of a Tax Law Change (as defined in Condition 3(e) (*Redemption upon the occurrence of a Tax Event*)), it becomes obliged to pay additional amounts or (where "Tax Deductibility Event" is specified as applicable in the relevant Final Terms) it can no longer deduct payments in respect of the Notes for Belgian income tax purposes. On the occurrence of any such Tax Event (as defined in Condition 3(e) (*Redemption upon the occurrence of a Tax Event*)), the Issuer may at its option (but subject to certain conditions, including, in the case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes or Subordinated Notes, set out in Condition 3(h) (*Conditions to redemption, repurchase and purchase*)) redeem all, but not some only, of any relevant Series of Notes at the applicable Tax Event Redemption Amount (as defined in Condition 3(e) (*Redemption upon the occurrence of a Tax Event*)) together with any accrued but unpaid interest up to (but excluding) the date fixed for redemption.

The redemption of the Notes upon the occurrence of a Tax Event, or the (perceived) prospect of such redemption, could have a material adverse effect on the value of the Notes.

Redemption of certain Senior Preferred Notes and of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event

If at any time a MREL Disqualification Event occurs in relation to any Series of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) or any Series of Senior Non-Preferred Notes and the relevant Final Terms for such Series of Notes specify either "Redemption of Senior Preferred Notes upon the occurrence of a MREL Disqualification Event" or "Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event" as being applicable, the Issuer may redeem all (but not some only) of such outstanding Notes at the MREL Disqualification Event Early Redemption Amount (as defined in Condition 3(f) (*Redemption of Senior Preferred Notes and of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event*), and as further specified in the relevant Final Terms), together with accrued interest (if any) thereon subject to Condition 3(h) (*Conditions to redemption, repurchase and purchase*).

A MREL Disqualification Event shall be deemed to have occurred if at any time all or part of the outstanding nominal amount of the Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) of a Series or of the Senior Non-Preferred Notes of a Series does not or will not qualify as MREL-Eligible Instruments under the Applicable MREL Regulations, either by reason of a change in the Applicable MREL Regulations (or the application or official interpretation of such regulations), except where such non-qualification (a) was reasonably foreseeable at the Issue Date of the last Tranche of Notes or (b) is due to the remaining maturity of such Notes being less than any period prescribed by the Applicable MREL Regulations in force as at the Issue Date of the last Tranche of Notes or (c) is due to any restriction on the amount of liabilities that can count as MREL-Eligible 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) in the case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), is due to the relevant Senior Preferred Notes not meeting any requirement in relation to their ranking upon insolvency of the Issuer.

The redemption of Notes upon the occurrence of a MREL Disqualification Event, or the (perceived) prospect of such redemption, could have a material adverse effect on the value of such Notes.

Redemption of Subordinated Notes upon the occurrence of a Capital Disqualification Event

If at any time a Capital Disqualification Event occurs and is continuing in relation to any Series of Subordinated Notes and the relevant Final Terms for such Series of Subordinated Notes specify that the Issuer has an option to redeem such Subordinated Notes in such circumstances, the Issuer may redeem all (but not some only) of such outstanding Subordinated Notes at the Capital Disqualification Event Early Redemption Amount (as defined in Condition 3(d) (*Redemption upon the occurrence of a Capital Disqualification Event*), and as further specified in the relevant Final Terms), together with accrued and unpaid interest (if any) thereon subject to Condition 3(h) (*Conditions to redemption, repurchase and purchase*).

A Capital Disqualification Event shall be deemed to have occurred if the Issuer determines, in good faith, and after consultation with the ECB, NBB or any successor entity primarily responsible for the prudential supervision of the Issuer (the "**Lead Regulator**"), that by reason of a change (or a prospective change which the Lead Regulator considers to be sufficiently certain) to the regulatory classification of the Subordinated Notes, at any time after the Issue Date of the last Tranche of Notes, the Subordinated Notes cease (or would cease) to be included, in whole or in part, in or count towards the Tier 2 capital of the Issuer on a solo and/or consolidated basis (having done so before the Capital Disqualification Event occurring) (excluding, for these purposes, any non-recognition as a result of applicable regulatory amortisation in the five years immediately preceding maturity).

The redemption of the Subordinated Notes upon the occurrence of a Capital Disqualification Event, or the (perceived) prospect of such redemption, could have a material adverse effect on the value of the Subordinated Notes.

1.7 Issuer substitution

If Condition 7 (*Substitution of the Issuer*) is specified as applicable in the relevant Final Terms, the Issuer may at any time, without the consent of the Noteholders, substitute for itself as the principal debtor under the Notes a substitute company, provided that certain preconditions set out under Condition 7 (*Substitution of the Issuer*) of the Terms and Conditions of the Notes are fulfilled. Notwithstanding each of these preconditions being satisfied prior to any such substitution, there can be no guarantee that any such substitution will not have an adverse effect on the price of the Notes and subsequently lead to losses for the Noteholders if they sell the Notes.

1.8 There are no events of default (other than in the event of a dissolution or liquidation of the Issuer) allowing acceleration of the Senior Non-Preferred Notes or of the Subordinated Notes or (if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) the Senior Preferred Notes if certain events occur

The Terms and Conditions of the Notes in relation to the Senior Non-Preferred Notes, the Subordinated Notes and (if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) the Senior Preferred Notes do not provide for events of default (other than in the event of a dissolution or liquidation of the Issuer as provided in Condition 11(a) (*Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms – Events of Default*) allowing acceleration of the Senior Non-Preferred Notes, the Subordinated Notes or such Senior Preferred Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Subordinated Notes or, as the case may be, the Senior Non-Preferred Notes or such Senior Preferred Notes, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest

on the Senior Non-Preferred Notes or the Subordinated Notes or such Senior Preferred Notes will be the institution of proceedings for the dissolution or liquidation of the Issuer in Belgium.

1.9 Substitution and variation relating to certain Senior Preferred Notes, to Senior Non-Preferred Notes and to Subordinated Notes

If specified as being applicable in the relevant Final Terms, then following the occurrence of a MREL Disqualification Event (as defined in the Terms and Conditions of the Notes) (in case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms) and of Senior Non-Preferred Notes) or following the occurrence of a Capital Disqualification Event (as defined in the Terms and Conditions of the Notes) (in case of Subordinated Notes), the Issuer may, at its sole discretion and without the consent of the Noteholders, either substitute the relevant Notes then outstanding or vary their terms, so that they become or remain Qualifying Securities (see Condition 6(d) (*Certain Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes: Substitution and Variation*)). If the Issuer has not opted to substitute or vary the relevant Senior Preferred Notes, the Senior Non-Preferred Notes or as the case may be the Subordinated Notes in accordance with the Terms and Conditions of the Notes following a MREL Disqualification Event (in case of the relevant Senior Preferred Notes or Senior Non-Preferred Notes, as the case may be) or a Capital Disqualification Event (in case of Subordinated Notes) (if specified as being applicable in the relevant Final Terms), the relevant Notes may be redeemed early (in whole but not in part) at the Issuer's sole option (subject to Condition 3(h) (*Conditions to redemption, repurchase and purchase*)) at a price that can be lower than the price at which the relevant Notes were purchased.

The exercise of these rights by the Issuer may have an adverse effect on the position of holders of relevant Notes. While the substitution or variation of the terms of such Notes, if any, will be the same for all holders of such Notes, some Noteholders may be more impacted than others. In addition, the tax and stamp duty consequences of holding any such substituted notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the relevant Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes prior to such substitution.

1.10 The market value for Notes with a multiplier or other leverage factor can be volatile

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include such features.

Moreover, the reference rate could be zero or even negative. Even if the relevant reference rate becomes negative, it will still remain the basis for the calculation of the interest rate, and a margin, if applicable, will be added to such negative interest rate.

1.11 Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between Floating Rate Notes, on the one hand, and Fixed Rate Notes, on the other, is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield for Floating Rate Notes at the time they purchase them, so that their return on investment may be lower than expected, and cannot be compared with that of investments bearing fixed interest rate.

1.12 Zero Coupon Notes are subject to greater price fluctuations than non-discounted notes

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of interest-bearing Notes because the discounted issue prices can be substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes

having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk.

1.13 Risks relating to Fixed to Floating Rate Notes or Floating to Fixed Rate Notes

Notes which are "Fixed to Floating Rate Notes" or "Floating to Fixed Rate Notes" may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market for, and the market value of, such Notes, since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed to Floating Rate Notes may be less favourable than the 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 the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the then prevailing rates on its other Notes.

1.14 The reset of the rate of interest of Resettable Notes may affect the secondary market for and the market value of such Notes

In the case of any Series of Resettable Notes, the rate of interest on such Resettable Notes will be reset by reference to the then prevailing Mid-Swap Rate, as adjusted for any applicable margin, on the reset dates specified in the relevant Final Terms. This is more particularly described in Condition 2(b) (*Rate of Interest on Resettable Notes*). The reset of the rate of interest in accordance with such provisions may affect the secondary market for and the market value of such Resettable Notes. Following any such reset of the rate of interest applicable to the Notes, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest on the relevant Resettable Notes may be lower than the Initial Rate of Interest, the First Reset Rate of Interest and/or any previous Subsequent Reset Rate of Interest.

1.15 Fluctuating market value for Notes issued at a substantial discount or premium

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

1.16 Foreign currency Notes expose investors to foreign-exchange risk as well as to Issuer risk

As purchasers of foreign currency Notes, investors are exposed to the risk of changing foreign exchange rates. This risk is in addition to any performance risk that relates to the Issuer or the type of Note being issued.

1.17 Modifications, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling meetings of Noteholders, as well as the possibility of written resolutions or electronic consents by the Noteholders, to consider matters affecting their interests generally, including modifications to the Terms and Conditions and/or the substitution of the Issuer. 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.

In addition, pursuant to Condition 2(p) (*Benchmark replacement*), if a Benchmark Event occurs, certain changes may be made to the interest calculation and related provisions of the Resettable Notes and Floating Rate Notes, as well as to the Agency Agreement in the circumstances and as otherwise set out in such Condition, without the requirement for the consent of the Noteholders.

Further, Condition 10 (*Meetings of Noteholders and Modifications*) provides that the Issuer may, without the consent or approval of the Noteholders, but subject to obtaining the approval therefor from the Lead Regulator if so required, agree with the Agent, without the consent of the Noteholders, to make such amendments to the Conditions which are of a formal, minor or technical nature or are made to correct a manifest or proven error or are made to comply with mandatory provisions of law and which cannot reasonably be expected to be prejudicial to the interest of the Noteholders. In addition, without prejudice to Condition 2(p), the Issuer may permit a modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

Taking into account the above, investors might therefore be bound by certain amendments to the Notes and/or the Agency Agreement to which they did not consent.

1.18 Additional Risks relating to Senior Non-Preferred Notes

The Senior Non-Preferred Notes are senior non-preferred obligations and are junior to certain obligations

The Issuer's obligations under the Senior Non-Preferred Notes constitute senior non-preferred obligations within the meaning of Article 389/1, 2° of the Belgian Banking Law. While the Senior Non-Preferred Notes by their terms are expressed to be direct, unconditional, senior and unsecured (*chirographaires/chirografaire*) obligations of the Issuer, they nonetheless rank junior in priority of payment to senior preferred obligations of the Issuer in the case of liquidation. The Issuer's senior preferred obligations include all of its deposit obligations, its obligations in respect of derivatives and other financial contracts, its unsubordinated debt securities (including the Senior Preferred Notes), any (other) excluded liabilities within the meaning of Article 72a(2) CRR and all unsubordinated or senior debt securities issued thereafter that are not expressed to be senior non-preferred obligations.

There is no restriction on the incurrence by the Issuer of additional senior preferred obligations. As a consequence, if the Issuer enters into liquidation proceedings, it will be required to pay substantial amounts of senior preferred obligations before any payment is made in respect of the Senior Non-Preferred Notes.

In addition, if the Issuer enters into resolution, its eligible liabilities (including the Senior Non-Preferred Notes and certain Senior Preferred Notes) will be subject to bail-in, meaning potential write-down or conversion into equity securities or other instruments, in the order of priority that would apply in liquidation proceedings. Because senior non-preferred obligations such as the Senior Non-Preferred Notes rank junior to senior preferred obligations, the Senior Non-Preferred Notes would be written down or converted in full before any of the Issuer's senior preferred obligations were written down or converted. For more information on this risk, see risk factor "*Bail-in of senior debt and other eligible liabilities, including the Senior Notes*" on page 30 and following.

As a consequence, holders of Senior Non-Preferred Notes bear significantly more risk than holders of senior preferred obligations, and could lose all or a significant part of their investments if the Issuer were to enter into resolution or liquidation proceedings.

The terms of the Senior Non-Preferred Notes do not contain covenants

The Terms and Conditions of the Notes place no restrictions on the amount of debt that the Issuer may issue that ranks senior to the Senior Non-Preferred Notes, or on the amount of securities it may issue that rank *pari passu* with the Senior Non-Preferred Notes. The issue of any such debt or securities may impact the amount recoverable by Noteholders upon resolution or liquidation of the Issuer. In addition, the Senior Non-Preferred Notes do not require the Issuer to comply with financial ratios or otherwise limit its ability or that of its subsidiaries to incur additional debt, nor do they limit the Issuer's ability to use

cash to make investments or acquisitions, or the ability of the Issuer or its subsidiaries to pay dividends, repurchase shares or otherwise distribute cash to shareholders. Such actions could potentially affect the Issuer's ability to service its debt obligations, including those of the Senior Non-Preferred Notes.

1.19 Specific risks relating to Green Bonds

The Final Terms relating to any specific Notes may provide that it will be the Issuer's intention to apply amounts equivalent to the proceeds from an offer of those Notes (as the case may be, after deduction of the issuance costs) specifically to finance and/or refinance, in whole or in part, a portfolio of new or existing green loans ("**Eligible Green Loan Portfolio**") based on the eligibility criteria set out in the Issuer's Green Bond Framework (such notes, "**Green Bonds**"). Prospective investors should have regard to the information set out in the Section "Use of proceeds" regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes, together with any other investigation such investor deems necessary.

Notes issued as Green Bonds may not be a suitable investment for all investors seeking exposure to green or sustainable assets and may not meet investor expectations or requirements. Any failure to use the proceeds of any Series of Green Bonds (as the case may be, after deduction of the issuance costs) 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.

The Issuer has established a green bond framework (as amended from time to time, the "**Green Bond Framework**") under which it can issue Green Bonds and the Green Bond Framework is available on the Issuer's website (https://www.argenta.eu/investor-relations/debt-issuance.html). The Issuer's Green Bond Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. The Issuer's Green Bond Framework does not form part of, and is not incorporated by reference, in this Base Prospectus.

The Issuer may request a sustainability rating agency or sustainability consulting firm to issue an independent opinion (a "**Second Party Opinion**") confirming that the Issuer's Green Bond Framework is aligned with the ICMA Green Bond Principles (2025) and/or the EU Green Bond Standard Regulation (EU) 2023/2631.

On 4 August 2025, ISS Corporate Solutions issued such Second Party Opinion in respect of the alignment of the Issuer's Green Bond Framework with the ICMA Green Bond Principles (2025). However, there is no assurance that this Second Party Opinion will remain valid and there is no obligation for the Issuer to obtain an updated opinion. Furthermore, the Second Party Opinion could be withdrawn or become outdated.

Neither the Issuer nor the Dealers nor the Arranger make any representation as to the suitability for any purpose of any Second Party Opinion or whether any Green Bonds fulfil the relevant present or future environmental and sustainability criteria or guidelines with which an investor or its investments is or are required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the Green Bond Framework and/or any relevant Eligible Green Loan Portfolio.

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 will meet or continue to meet on an ongoing basis any or all investor expectations regarding "green", "sustainable", "social" or similar labels (including Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the so called

"**EU Taxonomy**") or Regulation (EU) 2020/852 as it forms part of domestic law in the United Kingdom by virtue of the EUWA, and any related technical screening criteria, the EuGB Regulation, Regulation (EU) 2019/2088 (as amended, the "**SFDR**") and any implementing legislation and guidelines, or any similar legislation) or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, the Issuer's Green Bond Framework and/or any relevant Eligible Green Loan Portfolio. Prospective investors should have regard to the eligible green bond projects and eligibility criteria described in the Issuer's Green Bond Framework and the relevant Final Terms (if applicable). Each potential purchaser of any Series of Green Bonds should determine for itself the relevance of the information contained in this Base Prospectus and in the relevant Final Terms regarding the use of proceeds and its purchase of any Green Bonds should be based upon such investigation and due diligence as it deems necessary.

Where any Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), it is possible that such listing or admission does not satisfy, whether in whole or in part, 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, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject, of or related to, any green projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

Further, although the Issuer may agree at the Issue Date of any Green Bonds to certain allocation and/or impact reporting and to use the proceeds (as the case may be, after deduction of the issuance costs) for the financing and/or refinancing of green or sustainable projects (as specified in the relevant Final Terms), it would not (a) be an event of default under the Green Bonds which would entitle the Noteholders to accelerate the Notes; (b) give rise to any other claim or right (including, for the avoidance of doubt, the right to accelerate the Notes) of a holder of such Green 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 if (i) the Issuer were to fail to comply with such obligation or were to fail to use the proceeds (as the case may be, after deduction of the issuance costs) in the manner specified in the relevant Final Terms or if the use is completed but leads to a result not originally anticipated; (ii) the Second Party Opinion were to be withdrawn or be no longer valid or renewed and/or (iii) there would be a lack of eligible green assets in which the Issuer may invest. For the avoidance of doubt, payments of principal and/or interest (as the case may be) on the relevant Green Bonds shall not depend on the performance of the Eligible Green Loan Portfolio nor have any preferred right against such assets. Any failure to use the proceeds of any Series of Green Bonds (as the case may be, after deduction of the issuance costs) towards financing or refinancing of the Eligible Green Loan Portfolio, and/or any failure to meet, or to continue to meet, the investment requirements of certain environmental 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.

The performance of the Green Bonds is not linked to the performance of the relevant Eligible Green Loan Portfolio or the performance of the Issuer in respect of any environmental or similar targets. There will be no segregation of assets and liabilities in respect of the Green Bonds and the Eligible Green Loan Portfolio. Consequently, neither payments of principal and/or interest on the Green Bonds nor any rights of Noteholders shall depend on the performance of the relevant Eligible Green Loan Portfolio or the

performance of the Issuer in respect of any such environmental or similar targets. Holders of any Green Bonds shall have no preferential rights or priority against the assets of any Eligible Green Loan Portfolio nor benefit from any arrangements to enhance the performance of the Notes.

Green Bonds issued under the Programme will be subject to statutory write-down or conversion, bail-in and resolution actions provided by the BRRD and any relevant implementing measures in Belgium in the same way as any other Notes issued under the Programme and, as such, proceeds from Green Bonds qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer regardless of their "green" label. As to such statutory write-down or conversion, bail-in and resolution actions, see the risk factors "*Holders of Subordinated Notes will be required to absorb losses in the event the Issuer becomes non-viable or if the conditions for the exercise of resolution powers are met"* on page 29 of this Base Prospectus and "*Bail-in of senior debt and other eligible liabilities, including the Senior Notes"* on page 30 of this Base Prospectus. Additionally, the labelling of any series of Notes as Green Bonds (i) will not affect the regulatory treatment of such Notes as Tier 2 instruments or eligible liabilities for the purposes of MREL (as applicable), if such Notes are also Senior Notes or Subordinated Notes eligible to comply with MREL or Tier 2 capital requirements; and (ii) will not have any impact on their status and subordination as indicated in Condition 6.

The occurrence of any of the above factors may cause damage to the Issuer's reputation and may have a material adverse effect on the value of such Notes issued as Green Bonds and also potentially the value of any other Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose (which consequences may include the need to sell such Notes issued as Green Bonds as a result of such Notes not falling within the investor's investment criteria or mandate).

No assurance of suitability or reliability of any compliance opinion/second party opinion

No representation or assurance is given as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds, including the Second Party Opinion. For the avoidance of doubt, the Second Party Opinion or any other such opinion or certification is not incorporated in this Base Prospectus. The Second Party Opinion or any other such opinion or certification is not a recommendation by the Issuer, the Arranger, the Dealers or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued.

As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein.

No Event of Default

While it is the intention of the Issuer to apply an amount equal to the proceeds (as the case may be, after deduction of the issuance costs) of any Notes issued as Green Bonds for Eligible Green Loan Portfolio and to report on the use of proceeds or Eligible Green Loan Portfolio as described in the applicable Final Terms, there is no contractual obligation on it to do so.

There can be no assurance that any such Eligible Green Loan Portfolio will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer will be able to use such amounts for such Eligible Green Loan Portfolio as intended. In addition, there can be no assurance that the Eligible Green Loan Portfolio will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated, and any such failure will not constitute an event of default or breach of contract with respect to any Notes issued as Green Bonds. For the avoidance of doubt, a failure by the Issuer to allocate an amount equal to the proceeds of any Notes issued as Green Bonds (as the case may be, after deduction of the issuance costs) or to report on the use of such amounts or Eligible Green Loan Portfolio as anticipated or a failure of a third party to issue (or

to withdraw) an opinion or certification in connection with an issue of Green Bonds or the failure of the Notes issued as Green Bonds to meet investors' expectations requirements regarding any "green" or similar labels or any failure by the Issuer to meet any ESG target or objective will not constitute an Event of Default or breach of contract with respect to any of the Notes issued as Green Bonds.

1.20 Specific risks relating to European Green Bonds

The Issuer may issue Notes under the Programme which are specified as European Green Bonds in the applicable Final Terms. In such case, it will be the Issuer's intention to apply an amount equal to the proceeds from an offer of Notes that are designated to be issued as European Green Bonds to Economic Activities that meet the requirements of the Taxonomy Regulation (both as defined in the Section "Use of proceeds") in accordance with the Issuer's Factsheet prepared by the Issuer in accordance with the EU Green Bond Regulation (as defined in the Section "Use of proceeds") which will be available for viewing on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html prior to the issue date of the relevant European Green Bonds.[3] The Factsheet is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

Although the European Green Bonds are issued in accordance with the EuGB Regulation, no assurance is given by the Issuer, the Arranger, any Dealer or any other person that the use of such proceeds for any Economic Activity will satisfy, whether in whole or in part, 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, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Economic Activity.

It is the Issuer's expectation that any Notes issued as European Green Bonds will also meet the conditions to qualify as Green Bonds under the Issuer's Green Bond Framework. In the event that any Notes issued as European Green Bonds, subsequent to their Issue Date, no longer meet the requirements of the EuGB Regulation, the Issuer expects such Notes to be classified as Green Bonds subject to compliance with the Issuer's Green Bond Framework.

Neither the Arranger nor any Dealer nor any of their affiliates shall be responsible for the ongoing monitoring of the use of proceeds in respect of any such Notes. Prospective investors should consult with their legal and other advisers before making an investment in any such Notes and must determine for themselves the relevance of the information set out in this Base Prospectus and the applicable Final Terms for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

Technical screening criteria under the Taxonomy Regulation (as defined in the Section "Use of proceeds") may change over time and although the EuGB Regulation provides grandfathering for seven years for certain proceeds of an EuGB in the event that technical screening criteria are amended, no assurance can be given by the Issuer, the Arranger, any Dealer or any other person to investors that any EuGB will comply with any such future requirements and, accordingly, the status of any Notes as being EuGB could be withdrawn at any time.

No assurance or representation is given by the Issuer, the Arranger, any Dealer or any other person as to the suitability or reliability for any purpose whatsoever of any external review of the Factsheet, allocation reports or impact report which may be made available in connection with the issue of any EuGB. Any external review will be available for viewing on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[4], with the external review of a Factsheet published prior to the

[3] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

[4] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

issue date of the relevant European Green Bonds. For the avoidance of doubt, any such external review is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such external review is not, nor should it be deemed to be, a recommendation by the Issuer, the Arranger, any Dealer or any other person to buy, sell or hold any such Notes. Any such external review is only current as at the date that review was initially issued. Prospective investors must determine for themselves the relevance of any such external review and/or the information contained therein and/or the provider of such external review for the purpose of any investment in such Notes. Investors in such Notes shall have no recourse against the Issuer, the Arranger, the Dealers or the provider of any such external review for the contents of any such review.

Whilst it is the intention of the Issuer to apply the proceeds of any Notes issued as EuGB to the Economic Activities (as defined in the Section "Use of proceeds") specified in the green bond factsheet prepared by the Issuer and referred to in the applicable Final Terms (as required by the EuGB Regulation), there can be no assurance that the relevant Economic Activities will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule for reasons beyond the Issuer's control. Whilst there may be supervisory consequences under the EuGB Regulation as outlined below, any such event or failure by the Issuer will not constitute an Event of Default under the Notes or otherwise result in the Notes being redeemed prior to their maturity date.

Any such event or failure to apply the proceeds of any issue of Notes for any Economic Activities as mentioned in the previous paragraph and/or failure to secure an external review as required under the EuGB Regulation may have a material adverse effect on the value of such Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities that meet the requirements of the EuGB Regulation.

There is no direct contractual link between any EuGB and any green targets of the Issuer. Therefore, payments of principal and/or interest payable in respect of any Notes and rights to accelerate under the Notes will not be impacted by the performance of Economic Activities funded out of the proceeds of issue (or amounts equal thereto) of the Notes.

The CSSF has a number of supervisory and investigatory powers in relation to Notes issued as European Green Bonds, including the power to suspend or prohibit the offer or admission to trading on a regulated market of such Notes, suspend or prohibit an advertisement and make public the fact that the Issuer has failed to comply with the EuGB Regulation. The exercise of any of these could materially adversely affect the value of any Notes issued as European Green Bonds.

2. Risks in connection with the status of the investor

2.1 No tax gross-up protection for Non-Eligible Investors

The Terms and Conditions of the Notes do not require the Issuer to gross-up the net payments received by a Noteholder in relation to the Notes with any amounts withheld or deducted for Belgian tax purposes in certain circumstances, including, in particular, if the Noteholder (i) was not, at the time of its acquisition of the Notes, an eligible investor within the meaning of Article 4 of the Royal Decree of 26 May 1994 on the deduction of withholding tax (an "**Eligible Investor**") or (ii) was, at the time of its acquisition of the Notes, an Eligible Investor but, for reasons within the holder's control, ceased to be an Eligible Investor or, (iii) at any relevant time on or after its acquisition of the Notes, otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to transactions with certain securities (each a "**Non-Eligible Investor**").

If the Issuer, the NBB, the Paying Agent or any other person is required to make any withholding or deduction for, or on account of, any present or future taxes, duties or charges of whatever nature under such circumstances, including in respect of any payment in respect of Notes held by Non-Eligible Investors, the Issuer, the NBB, the Paying Agent or that other person shall make such payment after such

withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted.

The Notes may only be held by, and may only be transferred to, Eligible Investors holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

2.2 Tax risk

Payments of interest on the Notes, or profits realised by the Noteholder upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction and/or in other jurisdictions in which it is required to pay taxes. This Base Prospectus includes general summaries of certain tax considerations relating to an investment in the Notes issued by the Issuer. Such summaries may not apply to a particular holder of Notes or to a particular issue and do not cover all possible tax considerations. In addition, the tax treatment may change before the maturity, redemption or termination date of Notes. This may have an impact on the return which a Noteholder receives.

In addition, any relevant tax law or practice applicable as at the date of this Base Prospectus and/or the date of purchase or subscription of the Notes may change at any time (including during any subscription period or the term of the Notes), possibly with retroactive effect. Any such change may have an adverse effect on a Noteholder, including that the Notes may be redeemed before their due date (as provided for in the applicable Final Terms), their liquidity may decrease and/or the tax treatment of amounts payable or receivable by or to an affected Noteholder may be less than otherwise expected by such Noteholder. Without prejudice to the foregoing, investors should note that the new Belgian federal government has announced several tax measures in its governmental agreement which may potentially impact the tax assessment of the Notes. By way of example, but without being exhaustive, the governmental agreement mentions that changes would be made to the tax on stock exchange transactions and the tax on securities accounts. No final legislative texts are available as at the date of this Base Prospectus.

Potential investors are therefore advised not to rely upon the tax summary contained in this Base Prospectus but to consult their own independent tax advisers regarding their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor.

2.3 Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency (as specified in the relevant Final Terms). 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 or the Specified Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the equivalent yield on the Notes in the Investor's Currency, (ii) the equivalent value of the principal payable on the Notes in the Investor's Currency and (iii) the equivalent market value of the Notes in the Investor's Currency.

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

3. Other risks

3.1 A holder's actual yield on the Notes may be reduced from the stated yield by transaction costs

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. 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. To the extent that additional — domestic or foreign — parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Prospective investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

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

Any Series of Notes will be new securities which may not be widely distributed and for which there is currently no active trading market (even where, in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although application may be made for Notes issued under the Programme to be admitted to the official list of the Luxembourg Stock Exchange and to trading on the Market, there is no assurance that such application will be accepted, that any particular Tranche of Notes will be so admitted, that an active trading market will develop or that any listing or admission to trading will be maintained. Notes may also be issued on an unlisted basis. Accordingly, there is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes, nor that such application for any listing or admission to trading will be maintained in respect of every Tranche of Notes.

3.3 The Notes are not covered by any government compensation or insurance scheme and do not have the benefit of any government guarantee

An investment in the Notes will not be covered by any compensation or insurance scheme of any government agency of Belgium or any other jurisdiction, and the Notes do not have the benefit of any government guarantee. The Notes are the Issuer's obligation only and Noteholders must solely look to the Issuer for the performance of the Issuer's obligations under the Notes. In the event of the Issuer's insolvency, a holder may lose all or some of its investment in the Notes.

The Notes are not covered by the "*Deposit and financial instrument protection scheme*" as established by the Act of 17 December 1998 on the establishment of a deposit and financial instrument protection scheme, nor are they covered by the "*Special protection funds for deposits and life insurances*", as established by Article 3 of the Royal Decree of 14 November 2008 on measures to promote financial stability and, in particular, to set up a State guarantee for loans granted and other transactions in the context of financial stability, as regards the protection of deposits, life insurance and the capital of authorised cooperative societies. Accordingly, the Notes will not be repaid, recovered or refunded by the "*Deposit and financial instrument protection scheme*", nor by the "*Special protection funds for deposits and life insurances*".

3.4 Notes issued under the Programme may be assigned a credit rating upon issuance. Credit ratings may not reflect all risks and may be lowered, suspended, withdrawn or not maintained

There is no guarantee that any ratings will be assigned or maintained, and any such ratings may be subject to change for a variety of factors, including where the relevant rating agency expects a deterioration in the (financial or other) condition of the Issuer. Any such factors may lead to a review by the rating agencies of the rating assigned by them to the Issuer and/or the Notes.

Furthermore, the ratings may not reflect the potential impact of all risks related to structure, market and additional factors discussed above, and other factors (including a change of control affecting the Issuer) that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the relevant rating agency at any time. Any adverse change in the applicable credit rating or the assignment of an unfavourable rating by a rating agency could adversely affect the trading price for the Notes.

If any credit rating assigned to the Notes is lowered or withdrawn, the market value of the Notes may reduce.

3.5 The Paying Agent is not required to segregate amounts received by it in respect of Notes cleared through the Securities Settlement System and Noteholders may be subject to insolvency risks of the Securities Settlement System and/or its (sub)-participants through which they hold Notes

The Agency Agreement (as defined in the Terms and Conditions of the Notes) provides that the Paying Agent (as defined in the Terms and Conditions of the Notes) will debit the relevant account of the Issuer and use such funds to make payment to the Noteholders.

The Notes will be represented exclusively by book entries in the records of the Securities Settlement System and access is available through its Securities Settlement System participants whose membership extends to securities such as the Notes. Anyone who is not a participant in the Securities Settlement System that wants to invest in the Notes, must do so through a participant or a sub-participant. The Issuer relies on the Paying Agent to enter the relevant Notes in the Securities Settlement System and to receive and make payments through the Securities Settlement System. Neither the Issuer nor the Dealers, the Arranger or the Paying Agent will have any responsibility for the proper performance by the Securities Settlement System or its participants of their obligations under their respective rules and operating procedures, and failures in the procedures or operations of the Securities Settlement System and/or its (sub)-participants can affect (timely) completion of transactions relating to the Notes. Additionally, Noteholders may be subject to insolvency risks of the Securities Settlement System and/or its (sub)-participants through which they hold Notes.

The Agency Agreement also provides that the Paying Agent will, after receipt by it of the relevant amounts, pay to the Noteholder, directly or through the Securities Settlement System, any amounts due in respect of the Notes. However, the Paying Agent is not required to segregate any such amounts received by it in respect of the Notes, and in the event that the Paying 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 Paying Agent in accordance with applicable insolvency laws and may not be able to recover all or part of such amounts. This may impact the Issuer's ability to meet its obligations under the Notes.

3.6 The regulation and reform of Benchmarks may adversely affect the value of Notes linked to or referencing such Benchmark

Reference Rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate ("**EURIBOR**"), which are deemed to be 'benchmarks' ("**Benchmarks**") and which may be used to determine the amounts payable under financial instruments or the value of such financial instruments,

are the subject of recent and on-going reforms. These reforms may cause Benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted.

Regulation (EU) 2016/1011 (the "**Benchmark Regulation**"), subject to certain transitional provisions, applies to the provision of Benchmarks, the contribution of input data to a Benchmark and the use of a Benchmark within the European Union. Among other things, the Benchmark Regulation (i) requires Benchmark administrators to be authorised or registered (or, if based outside the European Union, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of Benchmarks of administrators that are not authorised or registered (or, if based outside the European Union, not deemed equivalent or recognised or endorsed).

Pursuant to Article 28.2 of the Benchmark Regulation, the Issuer must produce and maintain robust written plans setting out the actions that it would take in the event that a Benchmark materially changes or ceases to be provided. Reference is made to Condition 2(p) (*Benchmark replacement*) which provides for certain fall-back arrangements in the event "Benchmark Replacement" is specified as applicable in the relevant Final Terms and a Benchmark Event occurs.

On 10 April 2019, the European Money Markets Institute (formerly EURIBOR-EBF) ("**EMMI**") applied for authorisation as administrator of EURIBOR. On 2 July 2019, following the positive advice of the EURIBOR College of Supervisors, the FSMA granted the requested authorisation to EMMI, by application of the Benchmark Regulation. The fact that EMMI has obtained authorisation as administrator of EURIBOR, confirms that the requirements contained in the Benchmark Regulation are met. The EMMI is included in the ESMA's register of administrators under Article 36 of the Benchmark Regulation.

The Benchmark Regulation could adversely affect any Notes referencing a Benchmark, in particular, if the methodology or other terms of the relevant Benchmark are changed in order to comply with the requirements of the Benchmark Regulation. 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 Benchmark. A Benchmark could also be discontinued as a result of the failure by a Benchmark administrator to be authorised or registered (or, if based outside the European Union, to be deemed equivalent or recognised or otherwise endorsed). Regulation (EU) 2016/1011 as it forms part of United Kingdom 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 Financial Conduct Authority ("**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

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. The euro risk free-rate working group for the euro area (the "**EUR RFR WG**") has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the EUR RFR WG published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 May 2023, the EUR RFR WG published guidance for corporate lending products for implementing the May 2021 Recommendations in which it reiterated the importance of the adoption of EURIBOR fallback rates and trigger events in new and refinanced euro denominated corporate lending products in order to avoid operational and market disruption risks. On 4 December 2023, the EUR RFR WG announced that it had accomplished its mission and that the group had been discontinued as of 13 November 2023. In a final statement, published on 4 December 2023, ESMA (in its capacity as secretariat of the EUR RFR WG) summarises the key achievements of the EUR RFR WG, such as the identification of €STR as risk-free

rate for the euro area and the definition of EURIBOR fallback provisions for each asset class. ESMA also encourages industry participants to ensure that all financial products referencing EURIBOR embed robust fallback provisions. Such factors may have (without limitation) the following effects on certain Benchmarks: (i) discouraging market participants from continuing to administer or contribute to the Benchmark; (ii) triggering changes in the rules or methodologies used in the Benchmark or (iii) leading to the disappearance of the Benchmark. Any of the above changes or any other consequential changes as a result of national or international reforms or other initiatives or investigations, could have a material adverse effect on the value or and return on any Notes linked to, referencing or otherwise dependent (in whole or in part) upon a Benchmark.

Investors should consult their own independent advisers and make their own assessment about potential risks imposed by the Benchmark Regulation reforms in making any investment decision with respect to Notes linked to or referencing a Benchmark.

Following the implementation of any such reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or the Benchmark could be eliminated entirely, or there could be other consequences that cannot be predicted. The elimination of EURIBOR or any other Benchmark, changes in the manner of administration of any Benchmark, or any other Benchmark Event could require or result in an adjustment to the interest calculation and related provisions of the Terms and Conditions as well as the Agency Agreement (as further described in Condition 2(p) (*Benchmark replacement*)), and could result in adverse consequences to holders of any Notes linked to such Benchmark (including Resettable Notes and Floating Rate Notes whose interest rates are linked to EURIBOR or any other Benchmark that is or may become the subject of reform). Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of successor or alternative reference rates and as to potential changes to a Benchmark may adversely affect Notes which reference such Benchmark including the return on the relevant Notes and the trading market for them.

If "Benchmark Replacement" is specified as applicable in the relevant Final Terms, the Terms and Conditions of the Notes provide for certain fall-back arrangements in the event that a Benchmark Event (as defined in the Terms and Conditions) occurs in respect of an Original Reference Rate or other relevant reference rate (which could include, without limitation, a mid-swap rate) and/or any page on which such benchmark may be published (or any other successor service) becomes unavailable. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Terms and Conditions), with the application of an adjustment spread (which could be positive, negative or zero), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the new Benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) and as more fully described at Condition 2(p) (*Benchmark replacement*). However, the Issuer will not be required to implement a Successor Rate or Alternative Rate or any adjustment spread or make any amendments to the Terms and Conditions of any Notes if and to the extent that, in its determination, the same could reasonably be expected to result in the Lead Regulator and/or the Relevant Resolution Authority treating an Interest Payment Date or Resettable Note Reset Date, as the case may be, as the effective maturity of the Notes, rather than the relevant Maturity Date, or in the Notes ceasing to be included, in whole or in part, in or counted towards Tier 2 capital of the Issuer (in the case of Subordinated Notes) or the Notes ceasing to qualify as MREL-Eligible Instruments under Applicable MREL Regulations (in the case of Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms or of Senior Non-Preferred Notes) and in such case the Issuer may, subject to certain conditions, be able to apply the provisions of Condition 2(p) (*Benchmark replacement*) on an adjusted basis to avoid that outcome, all as more fully described under Condition 2(p)(iv) (*Benchmark Amendments*). It is possible that the adoption of a Successor Rate or Alternative Rate, including any adjustment spread, may result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the

Original Reference Rate were to continue to apply in its current form. There is also a risk that the relevant fallback provisions may not operate as expected or intended at the relevant time. Furthermore, in certain circumstances, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Reset Notes, the application of the previous reset Rate of Interest for a preceding Reset Period, or for the First Reset Rate of Interest or the application of the Initial Rate of Interest applicable to such Notes on the Interest Commencement Date.

If "Benchmark Replacement" is specified to be "Not Applicable" in the relevant Final Terms, investors should be aware that, if an Original Reference Rate were discontinued or otherwise unavailable, the Rate of Interest on Notes which reference the Original Reference Rate will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the Original Reference Rate is to be determined under the Terms and Conditions, this may in certain circumstances result in the effective application of a fixed rate for Floating Rate Notes and Reset Notes as mentioned above. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes and Reset Notes which reference the Original Reference Rate.

Any such consequences could have a material adverse effect on the value of, and return on, any Notes to which the fall-back 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 Resettable Notes and Floating Rate Notes (as applicable) or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Resettable Notes and the Floating Rate Notes (as applicable).

Investors should consider these matters when making their investment decision with respect to the relevant Resettable Notes and Floating Rate Notes.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of Notes in making any investment decision with respect to any Notes referencing a Benchmark.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents, which have previously been published or are published simultaneously with this Base Prospectus:

(a) the audited consolidated accounts of the Issuer for the years ended 31 December 2023[5] and 31 December 2024[6], including the reports of the statutory auditors in respect thereof;

(b) the unaudited consolidated interim financial statements of the Issuer for the half-year ended 30 June 2025, including the report of the statutory auditor in respect thereof [7] (the "**2025 interim report**");

(c) the terms and conditions of the Notes contained in the base prospectus dated 18 January 2019 (the "**January 2019 Terms and Conditions**" and the "**January 2019 Base Prospectus**", respectively), pages 58-108 (inclusive), prepared by the Issuer in connection with the Programme[8];

(d) the terms and conditions of the Notes contained in the base prospectus dated 16 January 2020 (the "**January 2020 Terms and Conditions**" and the "**January 2020 Base Prospectus**", respectively), pages 42-93 (inclusive), prepared by the Issuer in connection with the Programme[9];

(e) the terms and conditions of the Notes contained in the base prospectus dated 18 December 2020 (the "**December 2020 Terms and Conditions**" and the "**December 2020 Base Prospectus**", respectively), pages 42-92 (inclusive), prepared by the Issuer in connection with the Programme[10];

(f) the terms and conditions of the Notes contained in the base prospectus dated 21 January 2022 (the "**January 2022 Terms and Conditions**" and the "**January 2022 Base Prospectus**", respectively), pages 49-100 (inclusive), prepared by the Issuer in connection with the Programme[11]; and

(g) the terms and conditions of the Notes contained in the base prospectus dated 24 January 2023 (the "**January 2023 Terms and Conditions**" and the "**January 2023 Base Prospectus**", respectively), pages 50-99 (inclusive), prepared by the Issuer in connection with the Programme[12].

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. The documents incorporated by reference are published on the website of the Luxembourg Stock Exchange (www.luxse.com).

Unless expressly provided otherwise, the content of websites or URLs referred to in this Base Prospectus do not form part of this Base Prospectus.

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5 Available at: https://www.argenta.eu/content/dam/argenta/over-argenta/jaarverslagen/2023/IFRS-Annual-Report-Aspa-2023.pdf

6 Available at: https://www.argenta.eu/content/dam/argenta/over-argenta/jaarverslagen/2024/argenta-spaarbank-annual-report-2024.pdf

7 Available at: https://www.argenta.eu/content/dam/argenta/over-argenta/jaarverslagen/2025/argenta-spaarbank-ifrs-half-year-financial-statements-2025.pdf

8 Available at: https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2019/EMTN%20-%20Prospectus.pdf.

9 Available at: https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2020/Prospectus-Euro-Medium-Term-Note-Programme-16-January-2020.pdf.

10 Available at: https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2020/Prospectus%20Euro%20Medium%20Term%20Note%20Programma%2018-12-2020.pdf.

11 Available at: https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2022/emtn/Prospectus-Euro-Medium-Term-Note-Programma2022-01-21.pdf.

12 Available at: https://www.argenta.eu/content/dam/argenta-eu-site/financial-information/2023/emtn/Prospectus-Euro-Medium-Term-Note-Programma2023-01-24.pdf

The tables below sets out the relevant page references for the (i) consolidated balance sheet statement / condensed consolidated interim statement of financial position (ii) (condensed) consolidated (interim) statement of profit or loss, (iii) (condensed) consolidated (interim) statement of comprehensive income, (iv) (condensed interim) (consolidated) statement of changes in equity, (v) (condensed) consolidated (interim) cash flow statement, (vi) the audit report on the consolidated accounts / statutory auditor's review report, and (vii) notes to the (condensed) consolidated (interim) financial statements, as set out in each of the 2023 and 2024 annual reports and the 2025 interim report of the Issuer.

The Issuer's consolidated financial statements were prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board ("**IASB**") and as endorsed by the European Union.

Information contained in the 2023 and 2024 annual reports and the 2025 interim report of the Issuer other than information listed in the tables below does not form part of this Base Prospectus. The non-incorporated parts of such documents are deemed not relevant for investors or are covered elsewhere in this Base Prospectus. For the avoidance of doubt, no other part of the January 2019 Base Prospectus, the January 2020 Base Prospectus, the December 2020 Base Prospectus, the January 2022 Base Prospectus or the January 2023 Base Prospectus is incorporated by reference into this Base Prospectus (other than (i) the January 2019 Terms and Conditions contained on pages 58-108 (inclusive) of the January 2019 Base Prospectus, (ii) the January 2020 Terms and Conditions contained on pages 42-93 (inclusive) of the January 2020 Base Prospectus, (iii) the December 2020 Terms and Conditions contained on pages 42-92 (inclusive) of the December 2020 Base Prospectus, (iv) the January 2022 Terms and Conditions contained on pages 49-100 (inclusive) of the January 2022 Base Prospectus, and (v) the January 2023 Terms and Conditions contained on pages 50-99 (inclusive) of the January 2023 Base Prospectus.

	Consolidated interim financial statements 2025
	(English version)
Condensed consolidated interim statement of financial position	pages 9-10
Condensed consolidated interim statement of profit or loss	page 11
Condensed consolidated interim statement of comprehensive income	page 12
Condensed interim statement of changes in equity	page 13
Condensed consolidated interim cash flow statement	pages 14-15
Notes to the condensed consolidated interim financial statements	pages 16-56
Statutory Auditor's review report	pages 59

	Consolidated financial statements 2023	**Consolidated financial statements 2024**
	(English version)	**(English version)**
Audit report on the consolidated accounts	pages 140-147	pages 308-315
Consolidated balance sheet statement	pages 13-14	pages 191-192
Consolidated statement of profit or loss	pages 15-16	pages 193-194
Consolidated statement of comprehensive income	page 17	page 195
Consolidated statement of changes in equity	page 18	page 196
Consolidated cash flow statement	pages 19-21	pages 197-199

Notes to the consolidated financial statements	pages 22-136	pages 200-300

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 (https://www.argenta.eu/investor-relations/financial-information.html):

(i) the information set out in the following sections of any audited consolidated financial statements of the Issuer published by the Issuer after the date of this Base Prospectus and provided that this Base Prospectus is still valid pursuant to Article 12(1) of the Prospectus Regulation, and the reports of the statutory auditors in respect thereof:

Audit report on the consolidated accounts

Consolidated balance sheet statement

Consolidated statement of profit or loss

Consolidated statement of comprehensive income

Consolidated statement of changes in equity

Consolidated cash flow statement

Notes to the consolidated financial statements

(ii) the information set out in the following sections of any consolidated interim financial statements of the Issuer published by the Issuer after the date of this Base Prospectus and provided that this Base Prospectus is still valid pursuant to Article 12(1) of the Prospectus Regulation, and the limited review report in respect thereof:

Condensed consolidated interim statement of financial position

Condensed consolidated interim statement of profit or loss

Condensed consolidated interim statement of comprehensive income

Condensed interim statement of changes in equity

Condensed consolidated interim cash flow statement

Notes to the condensed consolidated interim financial statements

Statutory Auditor's review report

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

The Issuer will obtain the approval from its auditors to incorporate by reference into this Base Prospectus any auditor's report relating to future financial information at the latest as and when it is published on the website of the Issuer.

ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus includes certain financial metrics which the Issuer considers to constitute alternative performance measures ("**APMs**") and which are provided in addition to the conventional financial performance measures defined or specified in the applicable financial reporting framework, the International Financial Reporting Standards ("**IFRS**"). The Issuer believes that APMs provide investors with meaningful, additional insight as to underlying performance of the Issuer. An investor should not consider such APMs as alternatives to measures reflected in the Issuer's financial information, which has been prepared in accordance with the IFRS. In particular, an investor should not consider such measures as alternatives to profit after tax, operating profit or other performance measures derived in accordance with IFRS or as an alternative to cash flow from operating activities as a measure of the Issuer's activity.

Please see below an overview of the APMs used in this Base Prospectus and their respective meanings. The text in italics sets out a brief explanation as to why the Issuer uses that APM.

Capital gain/loss AFS	The realised capital gains of (available for sale) debt securities. *It is a part of the income that is not considered to be a result of the normal day-to-day activities.*
Core net result	The net result not taking into account Gains or losses on derecognition of financial assets and liabilities not measured at fair value through profit or loss. *It is income resulting from the normal day-to-day activities.*
Cost/Income or C/I	[operating expenses of the period] / [financial and operational result of the period] Operating expenses include administration expenses, depreciation and provisions. Bank levies are recognised in the first quarter (as required by the IFRS Interpretations Committee ("IFRIC") 21). In order to make a correct economic analysis, these are prorated and thus spread equally over the different quarters. Financial and operational result includes net interest income, dividend income, net income from commissions and fees, realised gains and losses on financial assets and liabilities not measured at fair value in the income statement, gains and losses on financial assets and liabilities held for trading, gains and losses from hedge accounting, gains and losses on de-recognition of assets other than held for sale and other net operating income. *This metric gives an indication of the cost evolution (operating expenses) in relation to the evolution in income (financial and operational result) during a specific period, which is normally a calendar year.*
Cost/income or C/I excl. bank levies	[operating expenses of the period - bank levies of the period] / [financial and operational result of the period] The numerator is adjusted for bank levies in order to provide a better insight into the underlying business trends. *This metric gives an indication of the cost evolution (operating expenses, excluding the bank levies due by the Issuer) in relation to the evolution in*

	income (financial and operational result) during a specific period, which is normally a calendar year.
Cost of Risk	[Collective (stage 1 and 2) and specific (stage 3) impairments] / Average outstanding of total loan portfolio. *This metric should be interpreted as an indication of the health of a loan portfolio, indicating the proportion of the total loan portfolio that has been impaired.*
Coverage Ratio	[Specific (stage 3) impairments] / [Total outstanding NPLs] *This metric gives an indication of the proportion of a Non-Performing Loan that cannot be recovered. The lower the ratio, the higher the recovered portion of the Non-Performing Loans.*
Customer assets under management	The total market value of assets that the Issuer manages on behalf of customers. *It takes into account on-balance activities as well as off-balance activities such as investment funds.*
Loan to deposit or LTD	[loans and receivables] / [customer deposits and customer debt certificates] *This measure indicates the percentage of loans that is granted with customer funding.*
Loan to value or LTV	Ratio of the outstanding loan amount to the indexed value of a purchased asset. *It is a key risk indicator, giving insight in possible losses after a default of the borrower when the asset has to be sold.*
Net interest income or NII	[revenues generated by interest-bearing assets] - [cost of servicing (interest-burdened) liabilities] *As almost all on-balance activities of the Issuer are interest rate driven, NII gives the most important pillar of income.*
Net interest margin or NIM	[net interest income of the period] / [average total assets of the period] Total assets are used as a proxy for the total interest-bearing assets. *The NIM gives the relative value of the NII and insight is given in the way that NII is following the on-balance activities and –growth.*
Non-Performing Loans ("**NPLs**") ratio	[Total outstanding NPLs] / [Total Outstanding Loans] Non-Performing Loans are defined as loans on which loan loss reserves (impairments) are booked. *This metric gives an indication of the proportion of outstanding loans that have payment arrears. The evolution gives insight in the credit quality changes of the loan portfolio.*
Return on equity or RoE	[net profit of the period (annualised)] / [equity at the beginning of the period]

	It is a relative value of profitability and more specifically gives the return for shareholders on their investment.
Total Capital Ratio or TCR	[common equity tier 1 capital + additional tier 1 instruments + tier 2 instruments] / [total risk weighted assets] *This metric shows the ratio between the total regulatory own funds and the total regulatory risk exposures.*

PROSPECTUS SUPPLEMENT

If at any time the Issuer shall be required to prepare a supplement in accordance with Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus which, once approved by the CSSF in its capacity as the competent authority under the Prospectus Regulation, shall constitute a prospectus supplement in accordance with Article 23 of the Prospectus Regulation.

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 and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, and the rights attaching to the Notes, the Issuer shall prepare a supplement (in accordance with Article 23 of the Prospectus Regulation) to this Base Prospectus or publish a new 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.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions of the Notes, save for the paragraphs in italics that shall not form part of the Terms and Conditions of the Notes. To the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Series of Notes shall complete any information in this Base Prospectus.

References in these terms and conditions (the "**Terms and Conditions**") to "**Notes**" are to the Notes of one Series (as defined below) only, not to all Notes that may be issued under Argenta Spaarbank NV's Euro Medium Term Note Programme (the "**Programme**"). All capitalised terms which are not defined in these Terms and Conditions will have the meanings given to them or refer to information specified in Part A of the relevant Final Terms.

The Notes are issued subject to an amended and restated paying, calculation and listing agency agreement dated on or about 17 October 2025 (as amended or supplemented as at the date of issue of the Notes (the "**Issue Date**"), the "**Agency Agreement**") between, amongst others, Argenta Spaarbank SA/NV ("**Argenta Spaarbank**" or the "**Issuer**"), BNP PARIBAS, Belgium branch as paying agent (the "**Paying Agent**") and BNP PARIBAS, Luxembourg branch as listing agent (the "**Listing Agent**"). The expressions "Paying Agent" and "Listing Agent" shall include any successor or other paying or listing agent appointed from time to time pursuant to the terms of the Agency Agreement. The calculation agent (if any) shall be specified in the relevant Final Terms and is referred to below as the "**Calculation Agent**". The Paying Agent, the Calculation Agent and the Listing Agent are together referred to as the "**Agents**" and each of them taken individually as an "**Agent**". The Noteholders (as defined below) are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

As used herein, "**Tranche**" means Notes which are identical in all respects (including as to listing and admission to trading) and "**Series**" means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the issue price and date of the first payment of interest thereon and the date from which interest starts to accrue. In these Terms and Conditions, "**euro**", "**EUR**", and "**€**" 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.

Copies of the Agency Agreement are available for inspection free of charge at the specified offices of the Paying Agent.

1. Form, Denomination and Title

The Notes are issued in dematerialised form in the Specified Denomination set out in the relevant Final Terms, provided that the minimum Specified Denomination of each Note shall be EUR 100,000 and integral multiples thereof (or its equivalent in any other currency as at the date of issue of the relevant Notes).

In these Terms and Conditions, "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

Notes are 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, and cannot be physically delivered. The Notes will be represented exclusively via a book-entry system maintained in the records of the Securities Settlement System (as defined below) and will be credited to the accounts held with the Securities Settlement System by Euroclear Bank SA/NV ("**Euroclear Bank**"), Clearstream Europe AG ("**Clearstream Frankfurt**"), SIX SIS AG ("**SIX SIS**"), Monte Titoli S.p.A. ("**Euronext Securities Milan**"), Euroclear France SA ("**Euroclear France**"), Interbolsa S.A. ("**Euronext Securities Porto**"), Iberclear-ARCO ("**Iberclear**"), and OeKB CSD GmbH ("**OeKB**"), any other national or international NBB investors central securities depositories ("**NBB investor (I)CSDs"**) or other Securities Settlement System participants for credit by Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto,

Iberclear, OeKB, any other NBB investor (I)CSDs or other Securities Settlement System participants to the securities accounts of their subscribers and through other financial intermediaries which in turn hold the Notes through Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or other Securities Settlement System participants. 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 rules of the Securities Settlement System and its annexes, as issued or modified by the NBB (as defined below) from time to time (the laws, decrees and rules mentioned in this Condition being referred to herein as the "**Securities Settlement System Regulations**"). The Notes may not be converted into bearer notes (*effecten aan toonder/titres au porteur*).

In these Terms and Conditions, "**Securities Settlement System**" means the settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto.

Transfers of Notes will be effected only through records maintained by the Securities Settlement System, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or other Securities Settlement System participants and in accordance with the applicable procedures of the Securities Settlement System, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or other Securities Settlement System participants. Except as ordered by a court of competent jurisdiction or as required by law, the Noteholder (as defined below) of any Note shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it and no person shall be liable for so treating the Noteholder.

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 Article 7:41 of the Belgian Companies and Associations Code) upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or any other participant duly licenced in Belgium to keep dematerialised securities accounts showing such Noteholder's position in the Notes (or the position held by the financial institution through which such Noteholder's Notes are held with the NBB, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

In these Terms and Conditions and the relevant Final Terms, "**Noteholder**" and "**holder**" means in respect of a Note, the person evidenced as holding the Note by the book-entry system maintained in the records of the NBB, or any of the other relevant clearing systems or financial intermediaries as set out above.

If, at any time, the Notes are transferred to any other clearing system which is not exclusively operated by the NBB (such clearing system an "**Alternative Clearing System**"), these Terms and Conditions shall apply *mutatis mutandis* in respect of such Notes.

2. Interest and Other Calculations

The Notes may be Fixed Rate Notes, Resettable Notes, Floating Rate Notes or Zero Coupon Notes, or any combination of the foregoing, depending on the Interest Basis which is specified in the relevant Final Terms.

(a) Rate of Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding principal 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 Condition 2(i).

(b) Rate of Interest on Resettable Notes

Each Resettable Note bears interest on its outstanding principal amount:

(i) from and including the Interest Commencement Date to but excluding the First Resettable Note Reset Date at the rate per annum (expressed as a percentage) equal to the Initial Rate of Interest;

(ii) at the First Reset Rate of Interest from and including the First Resettable Note Reset Date, to but excluding:

(A) the Second Resettable Note Reset Date, if such a "Second Resettable Note Reset Date" is specified in the relevant Final Terms; or

(B) the Maturity Date, if no such "Second Resettable Note Reset Date" is specified in the relevant Final Terms; and

(iii) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest in respect of such Subsequent Reset Period,

such interest being payable in arrear on each Resettable Note Interest Payment Date.

The amount of interest payable shall, in each case, be determined in accordance with Condition 2(i).

Save as otherwise provided herein, the provisions applicable to Fixed Rate Notes shall apply to Resettable Notes.

(c) Rate of Interest on Floating Rate Notes

(i) **General.** Each Floating Rate Note bears interest on its outstanding principal 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 Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in accordance with the provisions below relating to either ISDA Determination or Screen Rate Determination, as specified in the relevant Final Terms. The amount of interest payable shall, in each case, be determined in accordance with Condition 2(i).

(ii) **ISDA Determination.** Where "ISDA Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (ii), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(A) the Floating Rate Option is as specified in the relevant Final Terms;

(B) the Designated Maturity is as specified in the relevant Final Terms; and

(C) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms;

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

(iii) **Screen Rate Determination.** Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided in Condition 2(h) and Condition 2(p) below, be either:

(A) the offered quotation; or

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

(x) if the Relevant Screen Page is not available or if sub-paragraph (iii)(A) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (iii)(B) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the Relevant Time, subject as provided below, the Issuer shall request, or shall procure a third party to 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; and

(y) if paragraph (x) above applies and 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 rate per annum which the Calculation Agent determines as being the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to 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 Issuer, 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 that determined as at the last preceding Interest Determination Date (or if there is no such preceding Interest Determination Date, the initial Rate of Interest applicable to such Notes on the Interest Commencement Date) or (in the case of the first Interest Accrual Period to which a floating Rate of Interest applies under Fixed to Floating Rate Notes) the last observable rate for the Reference Rate which appeared on the Relevant Screen Page prior to the Interest Determination Date in question (though substituting, in any such case, 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 related 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).

(iv) **Margin, Minimum Rate of Interest, Maximum Rate of Interest.** The determination of the Rate of Interest pursuant to this Condition 2(c) above shall be subject to the following:

(A) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rate of Interest for the specified Interest Accrual Periods, in the case of (y), by adding (if a positive number) or subtracting (if a negative number) the absolute value of such Margin, subject to (C) and (D) below, as applicable.

(B) If any Leverage is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rate of Interest for the specified Interest Accrual Periods, in the case of (y), by multiplying the rate determined pursuant to Condition 2(c)(ii) or 2(c)(iii), as applicable, and the absolute value of such Leverage.

(C) If any Maximum Rate of Interest is specified in the relevant Final Terms, the Rate of Interest shall be the *lesser of* (i) the rate determined in accordance with Condition 2(c)(i), 2(c)(ii) or 2(c)(iii), as applicable, *and* (ii) such Maximum Rate of Interest.

(D) If any Minimum Rate of Interest is specified in the relevant Final Terms, the Rate of Interest shall be the *greater of* (i) the rate determined in accordance with Condition 2(c)(i), 2(c)(ii) or 2(c)(iii), as applicable, *and* (ii) such Minimum Rate of Interest.

(d) *Change of Interest Basis - Rate of Interest on Fixed to Floating Rate Notes or Floating to Fixed Rate Notes*

(i) **Fixed to Floating Rate Notes.** If the Notes are specified as "**Fixed to Floating Rate Notes**" in the relevant Final Terms, interest shall accrue and be payable on such Notes:

(A) with respect to the first Interest Accrual Period and such subsequent Interest Accrual Periods as are specified for this purpose in the relevant Final Terms at a fixed Rate of Interest in accordance with Condition 2(a) and the relevant Final Terms; and

(B) with respect to each Interest Accrual Period thereafter, at a floating Rate of Interest in accordance with Condition 2(c) and the relevant Final Terms.

(ii) **Floating to Fixed Rate Notes.** If the Notes are specified as "**Floating to Fixed Rate Notes**" in the relevant Final Terms, interest shall accrue and be payable on such Notes:

(A) with respect to the first Interest Accrual Period and such subsequent Interest Accrual Periods as are specified for this purpose in the relevant Final Terms at a floating Rate of Interest in accordance with Condition 2(c) and the relevant Final Terms; and

(B) with respect to each Interest Accrual Period thereafter, at a fixed Rate of Interest in accordance with Condition 2(a) and the relevant Final Terms.

(e) *Zero Coupon Notes*

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Zero Coupon Note Redemption Amount (as further specified in Condition 3(b)). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as set out in the relevant Final Terms).

(f) *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, unless payment of principal is improperly withheld or refused on the due date thereof 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 (or, in the case of Resettable Notes, at the First Reset Rate of Interest or (if there is one) at the last Subsequent Reset Rate of Interest, as applicable) in the manner provided in this Condition 2 to the Relevant Date.

As used in these Terms and Conditions, the "**Relevant Date**" in respect of any payment means whichever is the later of (x) the date on which such payment first becomes due, and (y), (if any amount of the money payable is improperly withheld or refused) the date on which the full amount of such moneys outstanding is paid or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that such payment will be made.

(g) *Business Day Convention*

If any date referred to in these Terms and 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 "**Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day; or

(ii) the "**Modified Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (A) except in the case of the Maturity Date, such date shall be brought forward to the immediately preceding Business Day, and (B) in the case of the Maturity Date, such date shall not be amended.

In relation to Fixed Rate Notes and Resettable Notes, the Business Day Convention applicable shall always be the Following Business Day Convention.

(h) Rounding

For the purposes of any calculations required pursuant to these Terms and Conditions (unless otherwise specified), (i) 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), (ii) all figures shall be rounded to seven significant figures (with halves being rounded up) and (iii) all currency amounts that fall due and payable shall be rounded down to the nearest unit of such currency. For these purposes "**unit**" means, the lowest amount of such currency that is available as legal tender in the country of such currency.

(i) Calculations for Notes

The amount of interest payable on the Notes of each Series for any Interest Accrual Period shall be equal to the product of the Rate of Interest (or, in the case of Resettable Notes, the Initial Rate of Interest, the First Reset Rate of Interest or any Subsequent Rate of Interest), the aggregate outstanding nominal amount of the Notes of such Series, and the Day Count Fraction for such Interest Accrual Period. 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 for the period for which interest is required to be calculated.

(j) Fallback Provision for Resettable Notes

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, then subject to Condition 2(p), the Issuer shall request, or shall procure that a third party shall request, each of the Reference Banks (as defined below) to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Relevant Time in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin with such sum converted as set out in the definition of First Reset Rate of Interest or Subsequent Reset Rate of Interest (as applicable), as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 2(j):

(i) in the case of the first Reset Determination Date only, the First Reset Rate of Interest shall be equal to the sum of:

(A) if "Initial Mid-Swap Rate Final Fallback" is specified in the relevant Final Terms as being applicable, (x) the Initial Mid-Swap Rate and (y) the First Margin (with such sum converted, if necessary, as set out in the definition of First Reset Rate of Interest);

(B) if "Reset Maturity Initial Mid-Swap Rate Final Fallback" is specified in the relevant Final Terms as being applicable, (x) the Reset Period Maturity Initial Mid-Swap Rate and (y) the First Margin (with such sum converted, if necessary, as set out in the definition of First Reset Rate of Interest); or

(C) if "Last Observable Mid-Swap Rate Final Fallback" is specified in the relevant Final Terms as being applicable, (x) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (y) the First Margin (with such sum converted, if necessary, as set out in the definition of First Reset Rate of Interest),

provided that (x) (in the case of an issue of Subordinated Notes) if the application of (i)(B) or (i)(C) could, in the determination of the Issuer, reasonably be expected to result in a change in the regulatory classification of the Notes giving rise to a Capital Disqualification Event (as defined in Condition 3(d)), or (y) (in the case of an issue of Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms or of Senior Non-Preferred Notes) if the application of (i)(B) or (i)(C) could, in the determination of the Issuer, reasonably be expected to prejudice the qualification of the relevant Series of Senior Preferred Notes or of Senior Non-Preferred Notes as MREL-Eligible Instruments (as defined in Condition 3(f)) or to result in the Lead Regulator and/or the Relevant Resolution Authority treating an Interest Payment Date or Resettable Note Reset Date, as the case may be, as the effective maturity of the Notes, rather than the relevant Maturity Date, then (i)(A) above will apply; or

(ii) in the case of any Reset Determination Date other than the first Reset Determination Date, the Subsequent Reset Rate of Interest shall be equal to the sum of:

(A) if "Subsequent Reset Rate Mid-Swap Rate Final Fallback" is specified in the relevant Final Terms as being applicable, (x) the Mid-Swap Rate determined on the last preceding Reset Determination Date and (y) the Subsequent Margin (with such sum converted, if necessary, as set out in the definition of Subsequent Reset Rate of Interest); or

(B) if "Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback" is specified in the relevant Final Terms as being applicable, (x) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (y) the Subsequent Margin (with such sum converted, if necessary, as set out in the definition of Subsequent Reset Rate of Interest), provided that (I) (in the case of an issue of Subordinated Notes) if the application of (ii)(B) could, in the determination of the Issuer, reasonably be expected to result in a change in the regulatory classification of the Notes giving rise to a Capital Disqualification Event (as defined in Condition 3(d)), or (II) (in the case of an issue of Senior Preferred Notes if "Senior Preferred Notes Restricted

Terms" is specified as applicable in the relevant Final Terms or of Senior Non-Preferred Notes) if the application of (ii)(B) could, in the determination of the Issuer, reasonably be expected to prejudice the qualification of the relevant Series of Senior Preferred Notes or of Senior Non-Preferred Notes as MREL-Eligible Instruments or to result in the Lead Regulator and/or the Relevant Resolution Authority treating an Interest Payment Date or Resettable Note Reset Date, as the case may be, as the effective maturity of the Notes, rather than the relevant Maturity Date, then (ii)(A) above will apply,

all as determined by the Issuer or the Calculation Agent, as applicable, taking into consideration all available information that it in good faith deems relevant.

For the purposes of this Condition 2(j), "**Reference Banks**" means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

(k) Linear interpolation

Where "*Linear Interpolation*" is specified as applicable in respect of an Interest Accrual Period in the relevant Final Terms, the Rate of Interest for the relevant Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where "Screen Rate Determination" is specified as applicable in the relevant Final Terms) or the relevant Floating Rate Option (where "ISDA Determination" is specified as applicable in the relevant Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period, provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Calculation Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

For the purposes of this Condition 2(k), "**Designated Maturity**" means, (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate; and (b) in relation to ISDA Determination, the Designated Maturity specified in the relevant Final Terms.

(l) Determination and Publication of Rates of Interest, Interest Amounts and Redemption Amounts

The Calculation Agent shall, as soon as practicable and provided it has been enabled to perform any calculation required under these Terms and Conditions through the information to be provided by the Issuer or any third party appointed by the Issuer, on each date as the Calculation Agent may be required to calculate any rate or amount, obtain any quote or make any determination or calculation (including, in the case of Resettable Notes, each Reset Determination Date), determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period or Reset Period, calculate the Redemption Amount, obtain such quote 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 or Reset Period and the relevant Interest Payment Date or Resettable Note Interest Payment Date and, if required to be calculated, the Redemption Amount to be notified to the Paying 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 and the rules of such exchange so require, such exchange as soon as possible after

their determination but in no event later than (i) the commencement of the relevant Interest Period and/or Reset 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, Resettable Note Interest Payment Date, Resettable Note Reset Date or Interest Period Date is subject to adjustment pursuant to Condition 2(g), the Interest Amounts and the Interest Payment Date or Resettable Note 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 or Reset Period. If the Notes become due and payable under Condition 11, 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 2 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 quote and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(m) Computation of time

Where these Terms and 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 Terms and Conditions.

(n) Definitions

In these Terms and 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* as introduced pursuant to the law of 13 April 2019, as amended from time to time.

"**Business Day**" means (i) in relation to all Notes other than those denominated in euro, a day (other than a Saturday or Sunday) on which (A) commercial banks and foreign exchange markets settle payments in Belgium and (B) commercial banks and foreign exchange markets settle payments in the principal financial centre of the country of the currency in which the relevant Notes are denominated and (ii) in relation to Notes denominated in euro, a day (other than a Saturday or Sunday) (A) on which commercial banks and foreign exchange markets settle payments in Belgium, (B) on which the Securities Settlement System is operating and (C) (if a payment in euro is to be made on that day) which is a day on which the TARGET 2 System is operating (a "**TARGET Business Day**"), and in relation to both (i) and (ii) above, such other day as may be agreed between the Issuer and the relevant Dealer(s) or the Lead Manager on behalf of the relevant Dealers (as the case may be) and specified as an Interest Business Day Jurisdiction in the applicable Final Terms.

"**Calculation Amount**" means the amount by reference to which a Redemption Amount is calculated and is as specified in the relevant Final Terms.

"**CSD**" means a central securities depository as defined in Article 2, 1st paragraph, (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 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012.

"**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/Actual**" or "**Actual/Actual-ISDA**" is specified in the relevant 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 relevant Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the relevant 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 relevant 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{Y_2}$" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{M_1}$" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"$\mathbf{M_2}$" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"$\mathbf{D_1}$" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"$\mathbf{D_2}$" 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 D_1, is greater than 29, in which case D_2 will be 30;

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant 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:

"$\mathbf{Y_1}$" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"**D_2**" 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 D_2 will be 30;

(vi) if "**30E/360 (ISDA)**" is specified in the relevant 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:

"**Y_1**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y_2**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M_1**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M_2**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D_1**" is the first calendar day, expressed as a number, of the Calculation Period, unless (A) that day is the last day of February or (B) such number would be 31, in which case D_1 will be 30; and

"**D_2**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (A) that day is the last day of February but not the Maturity Date or (B) such number would be 31, in which case D_2 will be 30;

(vii) if "**Actual/Actual-ICMA**" is specified in the relevant 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 the 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; and

(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

(1) the number of days in such Determination Period and (2) 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 (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year

where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

"**Determination Date**" means the date specified in the relevant Final Terms or, if none is so specified, the relevant Interest Payment Date or the relevant Resettable Note Interest Payment Date or the Interest Commencement Date (as applicable).

"**Designated Maturity**" means the time period specified as such in the relevant Final Terms.

"**EURIBOR**" means, in respect of any specified currency and any specified period, the interest rate benchmark known as the Eurozone interbank offered rate which is calculated and published by a designated distributor (currently Thomson Reuters) in accordance with the requirements from time to time of the European Banking Federation based on estimated interbank borrowing rates for a number of designated currencies and maturities which are provided, in respect of each such currency, by a panel of contributor banks (details of historic EURIBOR rates can be obtained from the designated distributor).

"**Eurozone**" means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

"**First Margin**" means the margin specified as such in the relevant Final Terms.

"**First Reset Period**" means the period from (and including) the First Resettable Note Reset Date until (but excluding) the Second Resettable Note Reset Date, or if no such Second Resettable Note Reset Date is specified in the relevant Final Terms, the Maturity Date.

"**First Reset Rate of Interest**" means, subject to Condition 2(j) above, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the First Margin (with such sum converted (if necessary) from a basis equivalent to the Fixed Leg Swap Payment Frequency to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be made by the Calculation Agent)).

"**First Resettable Note Reset Date**" means the date specified as such in the relevant Final Terms.

"**Fixed Leg Swap Payment Frequency**" means the payment frequency specified as such in the relevant Final Terms.

"**Fixed Rate Notes**" means Notes in respect of which the "Fixed Rate Note Provisions" in Part A of the Final Terms are specified as being applicable in the relevant Final Terms.

"**Floating Rate Notes**" means Notes in respect of which the "Floating Rate Note Provisions" of Part A of the Final Terms are specified as being applicable in the relevant Final Terms, and which are specified as being Floating Rate Notes in the relevant Final Terms.

"**Initial Rate of Interest**" means the rate of interest per annum specified as such in the relevant Final Terms.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable on the aggregate outstanding nominal amount of the Notes of a Series for that Interest Accrual Period and which, in the case of Fixed Rate Notes or Resettable Notes, shall mean the amount calculated in accordance with Condition 2(i); and

(ii) in respect of any other period, the amount of interest payable on the aggregate outstanding nominal amount of the Notes of a Series for that period, as calculated in accordance with Condition 2(i).

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

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (ii) the day falling two Business Days for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro or (iii) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"**Interest Payment Date**" means each date specified as an Interest Payment Date(s) or Specified Interest Payment Date(s) in the relevant Final Terms or, if no Specified Interest Payment Date(s) is/are set out in the relevant Final Terms, each date which falls the number of months or other period set out in these Terms and Conditions or the relevant 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 or Resettable Note Interest Payment Date (as the case may be) and each successive period beginning on (and including) an Interest Payment Date or Resettable Note Interest Payment Date (as the case may be) and ending on (but excluding) the next succeeding Interest Payment Date or Resettable Note Interest Payment Date (as the case may be).

"**Interest Period Date**" means each Interest Payment Date or Resettable Note Interest Payment Date unless otherwise specified in the relevant Final Terms.

"**ISDA Definitions**" means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended, supplemented and/or updated as at the Issue Date of the first Tranche of the Notes of the relevant Series.

"**Lead Regulator**" means the NBB, ECB or any successor entity primarily responsible for the prudential supervision of the Issuer.

"**Leverage**" means the value or number specified as such in the relevant Final Terms.

"**Margin**" means the percentage rate specified as such in the relevant Final Terms, **provided that** (A) the Margin may be specified either (x) generally, or (y) in relation to one or more Interest Accrual Periods and (B) the Margin may be zero.

"**Maturity Date**" means the maturity date specified as such in the relevant Final Terms.

"**Maximum Rate of Interest**" means a percentage value specified as such in the relevant Final Terms.

"**Mid-Market Swap Rate**" means for any Reset Period the 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 relevant Final Terms during the relevant Reset Period (calculated on the basis of the Fixed Leg Swap Payment Frequency Day Count Fraction specified in the relevant Final Terms) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Resettable Note Reset Date, (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 relevant Final Terms) (calculated on the basis of the Mid-Swap Floating Leg Benchmark Rate Day Count Fraction specified in the relevant Final Terms).

"**Mid-Market Swap Rate Quotation**" means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate.

"**Mid-Swap Floating Leg Benchmark Rate**" means the benchmark rate specified as such in the relevant Final Terms.

"**Mid-Swap Maturity**" means the period specified as such in the relevant Final Terms.

"**Mid-Swap Rate**" means, in relation to a Reset Determination Date and subject to Condition 2(j) above, either:

(i) if Single Mid-Swap Rate is specified in the relevant Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Resettable Note Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the relevant Final Terms, the arithmetic mean (expressed as a percentage rate per annum) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Resettable Note Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately the Relevant Time in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent.

"**Minimum Rate of Interest**" means a percentage value specified as such in the relevant Final Terms which shall never be less than zero and, if not otherwise specified, shall be deemed to be zero.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of any Note specified, calculated or determined in accordance with the applicable provisions of this Condition 2 and/or the relevant Final Terms.

"**Redemption Amount**" means (i) Zero Coupon Note Redemption Amount, (ii) Final Redemption Amount, (iii) Redemption Amount (Call), (iv) Capital Disqualification Event Early Redemption Amount, (v) Tax Event Redemption Amount, (vi) MREL Disqualification Event Early Redemption Amount, or (vii) Event of Default Redemption Amount, as applicable.

"**Reference Banks**" means in relation to Notes other than Resettable Notes, the principal Eurozone office of four major banks in the Eurozone inter-bank market, in each case selected by the Issuer or any third party appointed by the Issuer or as specified in the relevant Final Terms.

"**Reference Currency**" means each currency specified as such in the relevant Final Terms.

"**Reference Rate**" means the rate specified as such in the relevant Final Terms in respect of the currency and period specified in the relevant Final Terms.

"**Relevant Resolution Authority**" means the Single Resolution Board established by Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 (as amended, the "**SRMR"**) together with the resolution college of the NBB, in accordance with the division of responsibilities set out in the SRMR, and/or any other authority entitled to exercise or participate in the exercise of the bail-in power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the SRMR).

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

"**Relevant Swap Rate**" means:

(i) where the Reference Currency is euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating Euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions) with a Designated Maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions; and

(ii) where the Reference Currency is any other currency, the mid-market swap rate as determined by the Calculation Agent in its sole and absolute discretion on a commercial basis as it shall consider appropriate and in accordance with standard market practice.

"**Relevant Time**" means the time as of which any rate is to be determined as specified in the relevant Final Terms or, if none is specified, at which it is customary to determine such rate, and for these purposes, the Relevant Time in the case of EURIBOR shall be 11:00 a.m. Brussels time.

"**Representative Amount**" means an amount that is representative for a single transaction in the relevant market at the relevant time.

"**Reset Determination Date**" means, (i) in respect of the First Reset Period, the second Business Day prior to the First Resettable Note Reset Date, (ii) in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Resettable Note Reset Date and, (iii) in respect of each Reset Period thereafter, the second Business Day prior to the first day of each such Reset Period.

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

"**Reset Rate of Interest**" means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable.

"**Resettable Note Interest Payment Date**" means each date specified as such in the relevant Final Terms.

"**Resettable Note Reset Date**" means the First Resettable Note Reset Date, the Second Resettable Note Reset Date and every Subsequent Resettable Note Reset Date as may be specified as such in the relevant Final Terms.

"**Resettable Notes**" means Notes in respect of which the "Resettable Notes Provisions" in Part A of the Final Terms are specified as being applicable in the relevant Final Terms.

"**Second Resettable Note Reset Date**" means the date specified as such in the relevant Final Terms.

"**Specified Currency**" means the currency specified as such in the relevant Final Terms.

"**Sterling**" means the lawful currency of the United Kingdom.

"**Subsequent Margin**" means the margin(s) specified as such in the relevant Final Terms.

"**Subsequent Reset Period**" means the period from (and including) the Second Resettable Note Reset Date to (but excluding) the next Resettable Note Reset Date, and each successive period from (and including) a Resettable Note Reset Date to (but excluding) the next succeeding Resettable Note Reset Date.

"**Subsequent Resettable Note Reset Date**" means the date or dates specified as such in the relevant Final Terms.

"**Subsequent Reset Rate of Interest**" means, in respect of any Subsequent Reset Period and subject to Condition 2(j) above, the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate plus the

applicable Subsequent Margin (with such sum converted (if necessary) from a basis equivalent to the Fixed Leg Swap Payment Frequency to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be made by the Calculation Agent)).

"**Target 2-Securities**" means the Eurosystem's single technical settlement solution enabling CSDs and national central banks to provide borderless and neutral securities matching and settlement services in central bank money in Europe.

"**TARGET 2 System**" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (known as TARGET2) System which was launched on 19 November 2007 or any successor thereto.

"**Zero Coupon Notes**" means Notes which do not bear any interest, and in respect of which the "Zero Coupon Note" provisions in Part A of the Final Terms are specified as being applicable in the relevant Final Terms.

(o) Calculation Agent

For so long as any Resettable Note or Floating Rate Note is outstanding (as defined in the Agency Agreement), the Issuer shall procure that there shall at all times be one or more Calculation Agents appointed to act as calculation agent for such Notes. Where more than one Calculation Agent is appointed in respect of the Notes, references in these Terms and Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Terms and 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 to calculate any Interest Amount or the Redemption Amount or to comply with any other requirement, the Issuer shall appoint a leading bank or financial institution engaged in the inter-bank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through any 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.

(p) Benchmark replacement

(i) Independent Adviser

If "Benchmark Replacement" is specified as being applicable in the relevant Final Terms, notwithstanding the other provisions of this Condition 2, if the Issuer determines that a Benchmark Event has occurred in relation to the Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to advise the Issuer in determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 2(p)(ii)) and, in either case, an Adjustment Spread if any (in accordance with Condition 2(p)(iii)) and any Benchmark Amendments (in accordance with Condition 2(p)(iv)).

In making such determination, the Issuer shall act in good faith and in a commercially reasonable manner. In the absence of bad faith or fraud, the Issuer shall have no liability whatsoever to the Paying Agent or the Noteholders for any determination made by it pursuant to this Condition 2(p). An Independent Adviser appointed pursuant to this Condition 2(p) shall act in good faith as an expert and (in the absence of bad

faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agent or the Noteholders for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 2(p).

If (i) the Issuer is unable to appoint an Independent Adviser after having used its reasonable endeavours to do so; or (ii) the Issuer fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 2(p)(i) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Accrual Period. 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 shall be substituted in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 2(p).

(ii) Successor Rate or Alternative Rate

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that:

(A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 2(p)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 2(p)); or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 2(p)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 2(p)).

(iii) Adjustment Spread

If the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be), and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 2(p) and the Issuer, following consultation with the Independent Adviser and acting in good faith, determines (i) that amendments to these Terms and Conditions are necessary to follow market practice or to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such

amendments, the "**Benchmark Amendments**"), and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 2(p)(v), without any requirement for the consent or approval of Noteholders, vary these Terms and Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 2(p)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 2(p), no Successor Rate, Alternative Rate or Adjustment Spread (as applicable) will be adopted, and no other amendments to the Terms and Conditions of the Notes will be made to effect a Benchmark Amendment pursuant to this Condition 2(p), if, and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Notes ceasing to be included, in whole or in part, in or counted towards Tier 2 capital of the Issuer (in the case of Subordinated Notes) or the Notes ceasing to qualify as MREL-Eligible Instruments under Applicable MREL Regulations (in the case of Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms or of Senior Non-Preferred Notes).

In the case of Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms or of Senior Non-Preferred Notes only, no Successor Rate or Alternative Rate (as applicable) will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 2(p), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to result in the Lead Regulator and/or the Relevant Resolution Authority treating an Interest Payment Date or Resettable Note Reset Date, as the case may be, as the effective maturity of the Notes, rather than the relevant Maturity Date.

(v) Notices, etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 2(p) will be notified promptly by the Issuer to the Calculation Agent, the Paying Agent and, in accordance with Condition 8, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such notice will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any)) be binding on the Issuer, the Calculation Agent, the Paying Agent and the Noteholders.

(vi) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 2(p) (i), (ii), (iii) and (iv), the Original Reference Rate and the fallback provisions provided for in Condition 2(c)(iii) and Condition 2(j) (as applicable) will continue to apply unless and until the Calculation Agent has been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 2(p)(v).

(vii) Definitions:

As used in this Condition 2(p):

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

(A) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate)

(B) the Issuer, following consultation with the Independent Adviser, determines is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Issuer determines that no such spread is customarily applied)

(C) the Issuer determines, following consultation with the Independent Adviser and acting in good faith, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or (if the Issuer determines that no such industry standard is recognised or acknowledged)

(D) the Issuer, in its discretion, following consultation with the Independent Adviser and acting in good faith, determines to be appropriate.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Issuer determines in accordance with Condition 2(p)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the Specified Currency 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 Original Reference Rate.

"**Benchmark Amendments**" has the meaning given to it in Condition 2(p)(iv).

"**Benchmark Event**" means:

(A) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(B) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of its relevant underlying market; or

(D) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(E) a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences; or

(F) it has become unlawful for any Paying Agent, Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) No 2016/1011 (as amended), if applicable);

provided that in the case of (B), (D) and (E), the Benchmark Event shall occur on the date of the cessation of the publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of the use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 2(p)(i).

"**Original Reference Rate**" means the originally specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(B) any working group or committee established, approved or sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (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 a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

3. Redemption, Purchase and Options

(a) Final Redemption

(i) Unless previously redeemed or purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount.

(ii) In these Terms and Conditions:

"**Final Redemption Amount**" means, (A) if "**Specified Redemption Amount**" is specified as being applicable in the relevant Final Terms, an amount per Calculation Amount equal to the product of the Specified Fixed Percentage Rate and the Calculation Amount, **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., or (B) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount.

"**Specified Fixed Percentage Rate**" means the percentage specified as such in the relevant Final Terms, **provided that** if no such rate is specified, the Specified Fixed Percentage Rate shall be 100 per cent.

(b) Early Redemption of Zero Coupon Notes

(i) Unless otherwise specified in the relevant Final Terms, the Zero Coupon Note Redemption Amount payable in respect of any Zero Coupon Note prior to the Maturity Date shall be the Amortised Face Amount (calculated as provided below) of such Note.

(ii) Subject to the provisions of sub-paragraph (iii) below, the "**Amortised Face Amount**" of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted back to the due date for payment at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as set out in the relevant Final Terms) applied on a compounded or non-compounded basis as specified in the Final Terms (which, if none is specified in the Final Terms, shall be such rate (compounded annually) as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) (the "**Amortised Face Amount**").

(iii) If the Zero Coupon Note Redemption Amount payable in respect of any such Zero Coupon Note upon its redemption pursuant to Condition 3(c), 3(d), 3(e), or 3(f) or upon it becoming due and payable as provided in Condition 11 is not paid when due, the Zero Coupon Note Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as defined in sub-paragraph (ii) above, except that such sub-paragraph shall have effect as though the reference therein to the due date for payment were replaced by a reference to the Relevant Date. The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 2(e).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction set out in the relevant Final Terms.

(c) Redemption at the Option of the Issuer

If "Call Option" is specified as being applicable in the relevant Final Terms, subject in respect of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms only to the conditions set out in Condition 3(h), the Issuer may on giving not less than the minimum period nor more than the maximum period of irrevocable notice to the Noteholders as shall be

specified in the relevant Final Terms (which shall not be less than seven days) redeem all or, if so provided, some of the Notes in the principal amount of the Specified Denomination(s) or integral multiples thereof on the Optional Redemption Date.

Any such redemption of Notes shall be at their Redemption Amount (Call) together with interest accrued to (but excluding) the date fixed for redemption (as set out in the notice to the Noteholders). Any such redemption must relate to the Notes of a nominal amount at least equal to the Minimum Nominal Redemption Amount (if any) to be redeemed specified in the relevant Final Terms and no greater than the Maximum Nominal Redemption Amount (if any) to be redeemed specified in the relevant 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 3(c).

In the case of a partial redemption of the Notes, the relevant Notes will be selected in accordance with the rules of the Securities Settlement System.

For these purposes, "**Redemption Amount (Call)**" means (i) if "**Specified Redemption Amount**" is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount or (iii) if "**Amortised Face Amount**" is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

(d) Redemption upon the occurrence of a Capital Disqualification Event

If this Condition 3(d) is specified as being applicable in the relevant Final Terms, then, if a Capital Disqualification Event has occurred and is continuing, the Issuer may, subject to the conditions set out in Condition 3(h), on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 8 (with a copy to the Paying Agent), at its option, redeem all, but not some only, of the Subordinated Notes, on any Interest Payment Date or Resettable Note Interest Payment Date (as the case may be) or, if so specified in the relevant Final Terms, at any time, at the Capital Disqualification Event Early Redemption Amount, together with interest accrued and unpaid, if any, to (but excluding) the date fixed for redemption.

The notice given to the Noteholders (which notice shall be irrevocable) pursuant to this Condition shall (i) contain a confirmation by the Issuer stating that a Capital Disqualification Event has occurred and is continuing and (ii) set out the date fixed for redemption, and such confirmation shall (in the absence of manifest error) be conclusive and binding on the Noteholders.

In these Terms and Conditions:

"**Applicable Banking Regulation**" means at any time, the laws, regulations, rules, guidelines and policies of the Lead 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 (for the avoidance of doubt, including as at the Issue Date the rules contained in, or implementing, CRR and CRD).

"**Capital Disqualification Event**" means an event that shall be deemed to have occurred if the Issuer determines, in good faith, and after consultation with the Lead Regulator, that by reason of a change (or a prospective change which the Lead Regulator considers to be sufficiently certain) to the regulatory classification of the Subordinated Notes, at any time after the Issue

Date of the last Tranche of Notes, the Subordinated Notes cease (or would cease) to be included, in whole or in part, in or count towards the Tier 2 capital of the Issuer on a solo and/or consolidated basis (having done so before the Capital Disqualification Event occurring) (excluding, for these purposes, any non-recognition as a result of applicable regulatory amortisation in the five years immediately preceding maturity).

"**Capital Disqualification Event Early Redemption Amount**" means (i) if "**Specified Redemption Amount**" is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount or (iii) if "**Amortised Face Amount**" is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

"**CRD**" means Directive 2013/36/EU 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, as amended by Directive (EU) 2019/878 of 20 May 2019, and as may be further amended or replaced from time to time.

"**CRR**" means Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions, as amended by Regulation (EU) 2019/876 of 20 May 2019, and as may be further amended or replaced from time to time.

In this Condition 3(d): "**Tier 2 capital**" has the meaning given to it under the Applicable Banking Regulation as applied by the Lead Regulator from time to time.

(e) Redemption upon the occurrence of a Tax Event

Subject in respect of Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms, Senior Non-Preferred Notes or Subordinated Notes only to the conditions set out in Condition 3(h), the Issuer may, at its option (subject to giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 8 (with a copy to the Paying Agent), which notice shall be irrevocable) redeem all, but not some only, of the Notes outstanding on any Interest Payment Date or Resettable Note Interest Payment Date (as the case may be), or, if so specified in the relevant Final Terms, at any time, at the Tax Event Redemption Amount, together with interest accrued and unpaid, if any, to (but excluding) the date fixed for redemption (as set out in the notice to the Noteholders), if, at any time, a Tax Event has occurred and is continuing, 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 the case of a Tax Gross-up Event, or (ii) a payment in respect of the Notes would cease to be deductible or the tax deductibility of such payment would reduce in the case of a Tax Deductibility Event, in each case, were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall obtain an opinion of an independent legal adviser of recognised standing to the effect that a Tax Event exists save that such opinion shall not address whether the relevant obligations can be avoided by the Issuer taking reasonable measures available to it.

In these Terms and Conditions:

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

(i) in making payments under the Notes (in the case of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms, in making interest payments only), the Issuer has or will on or before the next date on which payment is due under the Notes become obliged to pay additional amounts as provided or referred to in Condition 5 (and such obligation cannot be avoided by the Issuer taking reasonable measures available to it) (a "**Tax Gross-up Event**"); or

(ii) if "Tax Deductibility Event" is specified as applicable in the relevant Final Terms, on or before the next date on which payment is due under the Notes any payment of interest by the Issuer in respect of the Notes ceases (or will cease) to be tax deductible by the Issuer for the Tax Jurisdiction's tax purposes or such deductibility is reduced (and such obligation cannot be avoided by the Issuer taking reasonable measures available to it) (a "**Tax Deductibility Event**").

"**Tax Event Redemption Amount**" means (i) if "**Specified Redemption Amount**" is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount, or (iii) if "**Amortised Face Amount**" is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

"**Tax Jurisdiction**" means Belgium or any political subdivision or any authority thereof or therein having power to tax or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which payments made by the Issuer of principal and interest on the Notes become generally subject.

"**Tax Law Change**" means any change in, or amendment to, the laws or regulations of the Tax Jurisdiction, including any treaty to which the Tax Jurisdiction is a party, or any change in the application or official interpretation thereof, which change or amendment (i) is material and was not reasonably foreseeable by the Issuer as at the Issue Date of the last Tranche of the relevant Notes, (ii) (subject to (iii)) becomes effective on or after the Issue Date of the last Tranche of the relevant Notes, or (iii) in the case of a change in law, if such change is enacted on or after the Issue Date of the last Tranche of the relevant Notes.

(f) Redemption of Senior Preferred Notes and of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event

If the Notes are (i) Senior Preferred Notes where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms and "Redemption of Senior Preferred Notes upon the occurrence of a MREL Disqualification Event" is specified as applicable in the relevant Final Terms or (ii) Senior Non-Preferred Notes, and "Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event" is specified as applicable in the relevant Final Terms, then upon the occurrence of a MREL Disqualification Event, the Issuer may, at its option, at any time and having given not more than 60 nor less than 30 calendar days' notice to the holders of the relevant Notes, in accordance with Condition 8 (which notice shall be irrevocable), redeem all (but not some only) of the relevant outstanding Notes at the MREL Disqualification Event Early Redemption Amount, together with accrued interest (if any) thereon subject to such redemption being permitted by the Applicable MREL Regulations, and subject to Condition 3(h).

"**Applicable MREL Regulations**" means, at any time, the laws, regulations, requirements, guidelines and policies giving effect to MREL.

"**MREL**" means the "minimum requirement for own funds and eligible liabilities" for banking institutions under the Directive 2014/59/EU of the European Parliament and of the Council, establishing an EU-wide framework for the recovery and resolution of credit institutions and investment firms (as amended from time to time), as set in accordance with Article 45 of such Directive (as transposed in Article 267/3 of the Belgian Banking Law) and Commission Delegated Regulation (EU) 2016/1450 of 23 May 2016, or any successor requirement.

"**MREL Disqualification Event**" means at any time that all or part of the outstanding nominal amount of the Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms) of a Series or of the Senior Non-Preferred Notes of a Series does not or will not qualify as MREL-Eligible Instruments under the Applicable MREL Regulations, either by reason of a change in the Applicable MREL Regulations (or the application or official interpretation of such regulations), except where such non-qualification (a) was reasonably foreseeable at the Issue Date of the last Tranche of Notes or (b) is due to the remaining maturity of such Notes being less than any period prescribed by the Applicable MREL Regulations in force as at the Issue Date of the last Tranche of Notes or (c) is due to any restriction on the amount of liabilities that can count as MREL-Eligible 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) in the case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), is due to the relevant Senior Preferred Notes not meeting any requirement in relation to their ranking upon insolvency of the Issuer.

"**MREL-Eligible Instrument**" means an instrument that is eligible to be counted towards the MREL of the Issuer in accordance with Applicable MREL Regulations.

"**MREL Disqualification Event Early Redemption Amount**" means (i) if "**Specified Redemption Amount**" is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount or (iii) if "**Amortised Face Amount**" is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

(g) Repurchases and purchases

The Issuer and any of its subsidiaries may repurchase and purchase Notes in the open market or otherwise at any price. This Condition 3(g) shall apply in the case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes or Subordinated Notes to the extent such repurchases and purchases of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes are not prohibited by the Applicable Banking Regulation and/or Applicable MREL Regulations, as applicable, and subject to the conditions set out in Condition 3(h).

(h) Conditions to redemption, repurchase and purchase

Any optional redemption, repurchase or purchase of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes or of Subordinated Notes pursuant to this Condition 3 is subject to the following conditions (in each case, if and to the extent then required by the Applicable Banking Regulation and/or Applicable MREL Regulations, as applicable):

(i) compliance with any conditions prescribed under the Applicable Banking Regulation and/or Applicable MREL Regulations, as applicable, including the prior approval of the Lead Regulator or the Relevant Resolution Authority;

(ii) in respect of Subordinated Notes only, (A) in the case of redemption following the occurrence of a Tax Event, the Issuer having demonstrated to the satisfaction of the Lead Regulator that (x) the Tax Law Change was not foreseeable by the Issuer as at the Issue Date of the last Tranche of Notes and (y) the Tax Event 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 Lead Regulator that the relevant change is sufficiently certain and was not foreseeable by the Issuer as at the Issue Date of the last Tranche of Notes; and

(iii) compliance by the Issuer with any alternative or additional pre-conditions to the redemption of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes to the extent set out in the Applicable Banking Regulation and/or Applicable MREL Regulations (as applicable) and required by the Lead Regulator or the Relevant Resolution Authority.

(i) Cancellation

Subject in respect of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes or Subordinated Notes only to the conditions set out in Condition 3(h), all Notes repurchased or purchased by or on behalf of the Issuer or any of its subsidiaries may be, and all Notes redeemed by the Issuer will be, cancelled. Any Notes so cancelled may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

4. Payments

(a) Principal and interest

Payment of principal and interest in respect of Notes will be made in accordance with the applicable rules and procedures of the Securities Settlement System, Euroclear Bank, Clearstream Frankfurt, , SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs and any other Securities Settlement System participant holding interest in the relevant Notes, and any payment made by the Issuer to the Securities Settlement System or, in the case of payments in any currency other than euro or a currency which is participating in Target 2-Securities, to Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, and OeKB will constitute good discharge for the Issuer.

(b) Payments Subject to Fiscal Laws

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in any jurisdiction (whether by operation of law or agreement of the Issuer or its agents) 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 5. No commission or expenses shall be charged to the Noteholders in respect of such payments.

(c) *Appointment of Agents*

The Agents initially appointed by the Issuer and their respective specified offices are listed below. The Agents 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 Agents and to appoint additional or other Agents, provided that the Issuer shall at all times maintain (i) a Paying Agent having a specified office in a major European city and having access to the Securities Settlement System, (ii) one or more Calculation Agent(s) where the Terms and Conditions so require, and (iii) such other agents as may be required by the rules of any 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.

(d) *Non-Business Days*

If any date for payment in respect of any Note is not a business day, the Noteholder shall not be entitled to payment until the next following business day, or as may be otherwise specified in the relevant Final Terms, nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which: (a) banks and foreign exchange markets are open for business in the relevant place of payment in such jurisdictions as shall be specified as "**Payment Business Day Jurisdictions**" in the applicable Final Terms (unless "Payment Business Day Jurisdictions" is specified as "Not Applicable" in the applicable Final Terms); (b) the Securities Settlement System is open; and (c) either:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a TARGET Business Day.

5. Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made without withholding or deduction for any present or future taxes, duties, assessments or other charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction, unless the withholding or deduction is required by law.

In that event, or if a clearing system or any participant in a clearing system withholds or deducts for, or on account of, any present or future taxes, duties, assessments or other charges of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction, the Issuer shall pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall be not less than the respective amounts of principal and interest, or interest only in case of Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes where "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms, which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any payment in respect of any Note:

(a) *Other connection*: 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 his having

some connection with any Tax Jurisdiction other than the mere holding of the Note, or the receipt of principal, interest or other amount in respect of the Note; or

(b) *Lawful avoidance of withholding*: to, or to a third party on behalf of, a Noteholder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Note is presented for payment; or

(c) *Non-Eligible Investors*: to a Noteholder who, at the time of its acquisition of the Notes, was not an Eligible Investor within the meaning of Article 4 of the Royal Decree of 26 May 1994 on the deduction of withholding tax or to a Noteholder who was an Eligible Investor at the time of its acquisition of the Notes but, for reasons within the Noteholder's control, ceased to be an Eligible Investor or, at any relevant time on or after its acquisition of the Notes, otherwise failed to meet any other condition for the exemption of Belgian withholding tax pursuant to the law of 6 August 1993 relating to transactions with certain securities; or

(d) *Conversion into registered Notes*: to a Noteholder who is liable to such withholding or deduction because the Notes were converted into registered Notes upon his/her request and could no longer be cleared through the Securities Settlement System.

Notwithstanding any other provision of these Terms and Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer in respect of the Notes will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**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 additional amounts in respect of, or otherwise to indemnify a Noteholder for, any FATCA withholding.

References in these Terms and Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 3 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 2 or any amendment or supplement to it, and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition 5.

6. Status and subordination

The Notes may be either senior preferred Notes ("**Senior Preferred Notes**"), senior non-preferred Notes ("**Senior Non-Preferred Notes**") or subordinated Notes ("**Subordinated Notes**"), in each case as specified in the relevant Final Terms.

(a) Status of Senior Preferred Notes

(i) *Status*

The Senior Preferred Notes (being those Notes in respect of which the status is specified in the relevant Final Terms as "Senior Preferred Notes") are direct, unconditional, senior and unsecured (*chirografaire/chirographaires*) obligations of the Issuer and rank at all times:

(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;

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

(C) junior to all present and future claims 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 Preferred Notes (including for any accrued but unpaid interest and any damages awarded for breach of any obligations under these Terms and Conditions):

(A) only after, and subject to, payment in full of any present and future claims as may be preferred by laws of general application; and

(B) subject to such payment in full, in priority to holders of Senior Non-Preferred Obligations and other present and future claims otherwise ranking junior to Senior Preferred 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, netting, compensation and retention*

Subject to applicable law, no Noteholder may exercise or claim any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with Senior Preferred Notes where "Senior Preferred Notes Restricted Terms" is specified as being applicable in the relevant Final Terms and each Noteholder shall, by virtue of its subscription, purchase or holding of such Senior Preferred Notes, be deemed to have waived all such rights of set-off, netting, compensation or retention. Notwithstanding the preceding sentence, if any amounts owing to any holder of such Senior Preferred Notes by the Issuer is discharged by set-off, netting, compensation or retention, such holder 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 winding-up or administration, the liquidator or administrator, 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.

(b) Status of Senior Non-Preferred Notes

(i) *Status*

The Senior Non-Preferred Notes (being those Notes which the relevant Final Terms specify as being "Senior Non-Preferred Notes") are issued pursuant to the provisions of Article 389/1, 2° of the Belgian Banking Law and are direct, unconditional, senior and unsecured (*chirografaire/chirographaires*) obligations of the Issuer and rank at all times:

(A) *pari passu* without any preference among themselves and with all other Senior Non-Preferred Obligations of the Issuer, present and future;

(B) senior to the Subordinated Notes of the Issuer and other present and future claims otherwise ranking junior to Senior Non-Preferred Obligations; and

(C) junior to present and future claims of (a) any unsubordinated creditors of the Issuer that are not creditors in respect of Senior Non-Preferred Obligations of the Issuer, and (b) all other present and future claims as may be preferred by laws of general application or otherwise ranking in priority to Senior Non-Preferred Obligations.

For the avoidance of doubt, the Senior Non-Preferred Notes rank junior to any claims arising from excluded liabilities within the meaning of Article 72a(2) CRR (the "**Excluded Liabilities**").

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 Non-Preferred Notes (including for any accrued but unpaid interest and any damages awarded for breach of any obligations under these Terms and Conditions):

(A) only after, and subject to, payment in full of Senior Preferred Obligations (including the Excluded Liabilities and any claims for payment of principal or interest under the Senior Preferred Notes) and other present and future claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non-Preferred Obligations; and

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

"**Senior 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, 1° of the Belgian Banking Law.

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

Subject to applicable law, no Noteholder may exercise or claim any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Senior Non-Preferred Notes and each Noteholder shall, by virtue of its subscription, purchase or holding of a Senior Non-Preferred Note, be deemed to have waived all such rights of set-off, netting, compensation or retention. Notwithstanding the preceding sentence, if any amounts owing to any holder of a Senior Non-Preferred Note by the Issuer is discharged by set-off, netting, compensation or retention, 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 winding-up or administration, the liquidator or administrator, 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.

(c) Status of Subordinated Notes

(i) *Status and Subordination*

Notes in respect of which the status is specified in the relevant Final Terms as "**Subordinated**" ("**Subordinated Notes**") constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves.

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 Subordinated Notes against the Issuer in respect of or arising under the Subordinated Notes (including any accrued but unpaid interest and any damages awarded for breach of any obligation under these Terms and Conditions) shall, subject to any obligations which are mandatorily preferred by law and subject to national laws governing normal insolvency proceedings of the Issuer, rank:

(A) junior to the claims of all Senior Creditors and Ordinarily Subordinated Creditors of the Issuer;

(B) *pari passu* without preference among themselves and *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 and in priority to (a) the claims of holders of all classes of share and other equity capital (including preference shares (if any)) of the Issuer, (b) the claims of holders of all obligations or instruments of the Issuer which constitute Tier 1 capital of the Issuer, and (c) the claims of holders of any other obligations or instruments of the Issuer which are or are expressed to be subordinated to the Subordinated Notes.

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

Subject to applicable law, no Noteholder may exercise or claim any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Subordinated Notes and each Noteholder shall, by virtue of its subscription, purchase or holding of a Subordinated Note, be deemed to have waived all such rights of set-off, netting compensation and retention. Notwithstanding the preceding sentence, if any amounts owing to any holder of a Subordinated Notes by the Issuer is discharged by set-off, netting, compensation or retention, 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 winding-up or administration, the liquidator or administrator, 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.

(iii) *Defined Terms*

In this Condition 6(c):

"**Ordinarily Subordinated Creditors**" means creditors of the Issuer whose claims are in respect of subordinated obligations which fall or are expressed to fall within the category of obligations described in Article 389/1, 3° of the Belgian Banking Law.

"**Senior Creditors**" means creditors of the Issuer whose claims are in respect of obligations which are unsubordinated or which otherwise rank, or are expressed to rank, senior to claims of Ordinarily Subordinated Creditors and senior to obligations which constitute Tier 2 capital of the Issuer (including the Subordinated Notes).

"**Tier 1 capital**" and "**Tier 2 capital**" have the respective meaning given to them under the Applicable Banking Regulation as applied by the Lead Regulator.

(d) Certain Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes: Substitution and Variation

In the case of Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes in relation to which this Condition 6(d) is specified in the relevant Final Terms as applying, then, following a MREL Disqualification Event (in case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms) or of Senior Non-Preferred Notes) or following a Capital Disqualification Event (in case of Subordinated Notes), the Issuer may, at its sole discretion and without the consent of the Noteholders, by giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 8 substitute or vary the terms of all, but not some only, of the relevant Senior Preferred Notes, of the Senior Non-Preferred Notes or, as the case may be, of the Subordinated Notes then outstanding so that they become or, as appropriate, remain, Qualifying Securities.

Any substitution or variation of the Securities pursuant to this Condition 6(d) is subject to compliance with any conditions prescribed under the Applicable Banking Regulation and/or Applicable MREL Regulations (as applicable), including the prior approval of the Lead Regulator and/or the Relevant Resolution Authority.

In these Terms and Conditions:

"**Qualifying Securities**" means, at any time, any securities issued by the Issuer that:

(i) rank equally with the ranking of the relevant Senior Preferred Notes (in the case of Senior Preferred Notes), Senior Non-Preferred Notes (in the case of Senior Non-Preferred Notes) or Subordinated Notes (in the case of Subordinated Notes);

(ii) have terms not materially less favourable to Noteholders than the terms of the Senior Preferred Notes, the Senior Non-Preferred Notes or, as the case may be, the Subordinated Notes (as reasonably determined by the Issuer in consultation with an independent investment bank of international standing, and provided that a certification of two members of the management board of the Issuer shall have been delivered to the Paying Agent prior to the substitution or variation of the relevant securities), provided that such securities shall:

(A) contain terms such that they comply with the then Applicable Banking Regulation in relation to Tier 2 capital (in case of Subordinated Notes) or that they comply with the then Applicable MREL Regulations (in case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms) or Senior Non-Preferred Notes);

(B) not contain terms which would cause a MREL Disqualification Event (in case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms) or Senior Non-Preferred Notes) or a Capital Disqualification Event (in case of Subordinated Notes) or (in either case) a Tax Event to occur as a result of such substitution or variation;

(C) include terms which provide for the same (or, from a Noteholder's perspective, a more favourable) Rate of Interest from time to time, Interest Payment Dates or Resettable Note Interest Payment Dates (as the case may be), Maturity Date and if applicable optional redemption dates, as apply to the relevant Senior Preferred Notes, the relevant Senior Non-Preferred Notes or the relevant Subordinated Notes;

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

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

(iii) are listed on (A) the regulated market of Luxembourg Stock Exchange or (B) such other regulated market in the European Economic Area as selected by the Issuer (to the extent the Notes were listed on the regulated market of Luxembourg Stock Exchange or such other regulated market in the European Economic Area prior to their substitution or variation); and

(iv) where the relevant Senior Preferred Notes, the relevant Senior Non-Preferred Notes or, as the case may be, the relevant Subordinated Notes, which have been substituted or varied had a solicited credit rating immediately prior to their substitution or variation, be assigned a solicited credit rating equal to or higher than the solicited credit rating of the relevant Senior Preferred Notes, the relevant Senior Non-Preferred Notes or, as the case may be, the relevant Subordinated Notes immediately prior to their substitution or variation.

7. Substitution of the Issuer

Subject to this Condition 7 being specified as applicable in the Final Terms, then, the Issuer or any previous substituted company may at any time substitute for itself as principal debtor under the Notes, any company (the "**Substitute**"), whether by way of transfer of contract (on the basis of Article 5.193 of the Belgian Civil Code), novation (on the basis of Article 5.245 and following of the Belgian Civil Code), or otherwise, and the Noteholders hereby consent to such substitution, provided that:

(a) in the case of Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" has been specified as applicable in the relevant Final Terms), Senior Non-Preferred Notes or of Subordinated Notes, the Lead Regulator and/or the Relevant Resolution Authority (as required) approves the substitution;

(b) the substitution is made by execution of such documentation as the Issuer determines is appropriate to give effect to such substitution;

(c) no payment of principal of, or interest on, the Notes is at the time of such substitution overdue;

(d) the Substitute assumes all obligations and liabilities of the substituted Issuer in its capacity as debtor arising from, or in connection with, the Notes and the substitution is subject to the Issuer

irrevocably and unconditionally guaranteeing on a senior preferred basis (in the case of Senior Preferred Notes), on a senior non-preferred basis (in case of Senior Non-Preferred Notes) or on a subordinated basis (in the case of Subordinated Notes) corresponding to the ranking of the Subordinated Notes, the obligations of the Substitute;

(e) the Substitute becomes a party to the Agency Agreement, with any appropriate consequential amendments, and assumes all the obligations and liabilities of the Issuer in its capacity as debtor under the Notes contained therein and shall be bound as fully as if the Substitute had been named therein as an original party;

(f) the Substitute shall, by execution of such documentation as the Issuer determines is appropriate, agree to indemnify the holder of each Note against any tax, duty, fee or governmental charge that is imposed on such Noteholder by the jurisdiction of the country of its residence for tax purposes and, if different, of its incorporation or any political subdivision or taxing authority thereof or therein with respect to any Note and that would not have been so imposed had it not been substituted as the principal debtor and any tax, duty, fee or governmental charge imposed on or relating to such substitution and any costs or expenses of such substitution;

(g) the Substitute obtains all necessary governmental and regulatory approvals and consents, takes all actions and fulfils all conditions necessary for such substitution and to ensure that any document executed to give effect to the substitution and the Notes represents valid, legally binding and enforceable obligations of the Substitute;

(h) the Substitute shall cause a legal opinion to be delivered to the Paying Agent from lawyers with a leading securities practice in Belgium and the jurisdiction of the Substitute confirming the validity of the substitution and the continuance or giving of the guarantee referred to in sub-paragraph (d) above;

(i) each stock exchange which the Notes are listed on or the relevant competent authority relating thereto shall have confirmed that following the proposed substitution of the Issuer, such Notes would continue to be listed on such stock exchange;

(j) following the substitution, the Notes will continue to be represented by book-entry in the records of the Securities Settlement System;

(k) where the Notes had a published rating from a rating agency immediately prior to the substitution of the Issuer, the Notes shall continue to be rated by such rating agency immediately following such substitution and the published ratings assigned to the Notes by any such rating agency immediately following such substitution will be no less than those assigned to the Notes immediately prior thereto; and

(l) the Issuer shall have given at least 14 days' prior notice of a proposed substitution to the Noteholders, such notice to be published in accordance with these Terms and Conditions, stating that copies, or pending execution, the agreed text, of all documents in relation to the substitution that are referred to above, or that might otherwise reasonably be regarded as material to the Noteholders, shall be available for inspection at the specified office of the Paying Agent.

References in Condition 11 to obligations under the Notes shall be deemed to include obligations of the Substitute under the documentation executed in order to give effect to the substitution.

8. Notices

All notices to Noteholders shall be validly given if (i) delivered by or on behalf of the Issuer to the NBB for communication by it to the participants of the Securities Settlement System, and (ii) in the case of Notes held in a securities account, through a direct notification through the applicable clearing system.

For so long as Notes are listed on the Official List of the Luxembourg Stock Exchange and the rules of that exchange so require, such notices shall also be published in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort*) or on the website of the Luxembourg Stock Exchange (www.luxse.com).

If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe.

The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange (or any 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 direct notification, any such notice shall be deemed to have been given on the date immediately following the date of notification.

9. Prescription

Claims for principal and interest shall be prescribed and become void ten or five years, respectively, after the Relevant Date thereof, unless application to a court of law for such payment has been initiated on or before such respective time.

10. Meeting of Noteholders and Modification

(a) Meetings of Noteholders

Schedule 1 (*Provisions on meetings of Noteholders*) of these Terms and Conditions contains provisions for convening meetings of Noteholders (the "**Meeting Provisions**") to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined below) of a modification of any of these Terms and Conditions. The provisions of this Condition 10(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).

Meetings of Noteholders may be convened to consider matters relating to Notes, including the modification or waiver of any provision of the Terms and Conditions applicable to any relevant Series of Notes. Any such modification or waiver may be made if sanctioned by an Extraordinary Resolution. For the avoidance of doubt, any such modification or waiver shall always be subject to the consent of the Issuer. An "**Extraordinary Resolution**" means a resolution passed (a) at a meeting of Noteholders duly convened and held in accordance with these Terms and Conditions and the Meeting Provisions by a majority of at least 75 per cent. of the votes cast, (b) by a Written Resolution (as defined in the Meeting Provisions) or (c) by an Electronic Consent (as defined in the Meeting Provisions).

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 one fifth of the aggregate principal amount of the outstanding Notes. A meeting of Noteholders will be entitled (subject to the consent of the

Issuer) to modify or waive any provision of the Terms and Conditions applicable to any Series of Notes (including any proposal (i) to modify the maturity of a Series of Notes or the dates on which interest is payable in respect of a Series of Notes, (ii) to reduce or cancel the principal amount of, or interest on, a Series of Notes, (iii) to change the currency of payment of a Series of Notes, or (iv) to modify the provisions concerning the quorum required at any meeting of Noteholders) in accordance with the quorum and majority requirements set out in the Meeting Provisions.

A Written Resolution (as defined in the Meeting Provisions) signed, or Electronic Consent (as defined in the Meeting Provisions) given, by the holders of 75 per cent. in principal amount of the Notes outstanding shall take effect as if it were an Extraordinary Resolution. 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 duly passed in accordance with these provisions shall be binding on all Noteholders, whether or not they are present at the meeting (if applicable) or, as the case may be, whether or not they vote in favour of the relevant resolution (whether at any such meeting or pursuant to a Written Resolution or by way of Electronic Consent).

Convening notices for meetings of Noteholders shall be made in accordance with the Meeting Provisions.

Resolutions of Noteholders will only be effective if such resolutions have been approved by the Issuer and, if so required, by the Lead Regulator.

For the avoidance of doubt, modifications to the Terms and Conditions to effect any Benchmark Amendments determined pursuant to Condition 2(p)(iv) may be made without any requirement for the consent or approval of the Noteholders.

(b) Modification of the Conditions

Subject to obtaining the approval therefor from the Lead Regulator if so required, the Agent and the Issuer may agree, without the consent of the Noteholders, to any modification of these Conditions which is of a formal, minor or technical nature or is made to correct a manifest or proven error or to comply with mandatory provisions of law and which cannot reasonably be expected to be prejudicial to the interest of the Noteholders.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 8 as soon as practicable thereafter.

(c) Modification of Agency Agreement

Without prejudice to Condition 2(p), the Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders.

11. Events of Default

(a) Subordinated Notes, Senior Non-Preferred Notes and Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms – Events of Default:

If default is made in the payment of any principal or interest due in respect of the Subordinated Notes, the Senior Non-Preferred Notes or Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms and such default continues for a period of 30 days or more after the due date, any holder of the relevant Notes may institute proceedings for the dissolution or liquidation of the Issuer in Belgium.

In the event of a dissolution or liquidation of the Issuer including, without limiting the generality of the foregoing, bankruptcy (*faillissement/faillite*), judicial liquidation (*gerechtelijke vereffening/liquidation forcée*) or voluntary liquidation (*vrijwillige vereffening/liquidation 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), each holder of Notes of the relevant Series of Subordinated Notes, Senior Non-Preferred Notes or Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is specified as applicable in the relevant Final Terms (as applicable) may give written notice to the Paying Agent at its specified office that its relevant Note(s) is (are) immediately repayable, whereupon the Event of Default Redemption Amount of such Note(s) together (if applicable) with accrued interest to the date of payment shall become immediately due and payable.

For the avoidance of doubt, the Relevant 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 Notes to accelerate the Issuer's payment obligations thereunder.

No remedy against the Issuer other than as referred to in this Condition 11(a) shall be available to the holders of the relevant Notes, whether for recovery of amounts owing in respect of the relevant Notes or in respect of any breach by the Issuer of any of its obligations under or in respect of the relevant Notes.

For the avoidance of doubt, the holders of the relevant 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 relevant Notes, and (ii) to the extent applicable, all their rights whatsoever in respect of the relevant Notes pursuant to Article 7:64 of the Belgian Companies and Associations Code.

(b) Senior Preferred Notes if "Senior Preferred Notes Restricted Terms" is not specified as applicable in the relevant Final Terms – Events of Default:

If any of the events set out below in the case of Senior Preferred Notes where "Senior Preferred Notes Restricted Terms" is not specified as applicable in the relevant Final Terms ("**Events of Default**") occurs and is continuing, the holder of any Note may give written notice specifying the Event of Default to the Issuer or the Paying Agent at its specified office and declaring that such Note is immediately repayable, whereupon the Event of Default Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable (unless such Event of Default shall have been remedied prior to the receipt of such notice by the Paying Agent):

(i) *Non-Payment:* default is made for a period of more than 15 days in the payment of principal or in the payment of interest in respect of any of the relevant Senior Preferred Notes; or

(ii) *Breach of other obligations*: default by the Issuer in the due performance or observance of any obligation, condition or other provisions under or in relation to the relevant

Senior Preferred Notes, if such default is not cured within 60 days of receipt by the Paying Agent of written notice of default given by the holder of any relevant Senior Preferred Note; or

(iii) *Winding-Up*: the Issuer shall be dissolved or wound up or otherwise shall cease to exist prior to the redemption of all outstanding relevant Senior Preferred Notes (except for the purpose of a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Issuer); or

(iv) *Insolvency*: the Issuer becomes insolvent, is unable to pay its debts generally or as they fall due, is in "*cessation de paiements*/*staking van betaling*" or stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or ceases or threatens to cease to carry on its business, or proposes or makes a general assignment or composition with or for the benefit of its creditors, or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the Issuer, or if the Issuer applies for a *"sursis de paiements/uitstel van betaling", "liquidation volontaire/vrijwillige vereffening"* (other than a *"liquidation volontaire/vrijwillige vereffening"* in connection with a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Issuer), *"liquidation forcée/gerechtelijke vereffening", "faillite/faillissement"* or any similar procedures shall have been initiated in respect of the Issuer (except if any of the events described in this paragraph (iv) occurs in a reconstruction, merger or amalgamation where the continuing corporation assumes all the liabilities of the Issuer); or

(v) *Illegality*: it becomes unlawful for the Issuer to perform any of its obligations under the relevant Senior Preferred Notes or any of its obligations thereunder ceases to be valid, binding or enforceable.

In these Terms and Conditions: "**Event of Default Redemption Amount**" means (i) if "**Specified Redemption Amount**" is specified in the relevant Final Terms, an amount per Calculation Amount being the product of the Specified Fixed Percentage Rate and the Calculation Amount **provided that** the Specified Fixed Percentage Rate will not, in any case, be less than 100 per cent., (ii) if "**Par Redemption**" is specified in the relevant Final Terms, an amount per Calculation Amount equal to 100 per cent. per Calculation Amount, or (iii) if "**Amortised Face Amount**" is specified in the relevant Final Terms, an amount calculated in accordance with Condition 3(b) above.

Without prejudice to the foregoing, holders of Senior Preferred Notes in respect of which "Senior Preferred Notes Restricted Terms" is not specified as applicable in the relevant Final Terms, hereby waive to the fullest extent permitted by law all their rights whatsoever pursuant to Article 5.90, second paragraph of the Belgian Civil 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 Terms and Conditions and that it shall not be entitled to make any claim under Article 5.74 of the Belgian Civil Code.

13. **Non-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.

14. 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 the date for and amount of the first payment of interest) so that, for the avoidance of doubt, references in these Terms and Conditions to "**Issue Date**" shall be (unless otherwise specified) to the first issue date of the Notes, and so that the same shall be consolidated and form a single series with such Notes, and references in these Terms and Conditions to "**Notes**" shall be construed accordingly.

15. No Security or Guarantee

Without prejudice to Condition 7(d), Senior Preferred Notes (where "Senior Preferred Notes Restricted Terms" is specified as being applicable in the relevant Final Terms), Senior Non-Preferred Notes and Subordinated 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 holders of the relevant Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, provided by any of the entities listed in articles 72b(2)(e) or 63(e) of CRR, as applicable, or (ii) to any arrangement that otherwise enhances the respective claims of such holders in respect of such Notes.

16. 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 courts of Brussels, Belgium are to have exclusive jurisdiction to settle any disputes that may arise out of or in connection with any Notes including any legal action or proceedings relating to any non-contractual obligations arising therefrom and accordingly any legal action or proceedings arising out of or in connection with any Notes including any disputes relating to any non-contractual obligations arising therefrom ("**Proceedings**") may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of the courts of Brussels, Belgium and waives any objection to Proceedings in such courts on the ground of venue.

This Condition 16(b) is for the benefit of each of the Noteholders and, to the fullest extent permitted by law, nothing contained in this Condition 16(b) shall limit the right of any of them to take Proceedings against the Issuer in any other court (i) of 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 16(b) preclude the taking of Proceedings by such Noteholder in any other jurisdiction identified in this Condition 16(b), whether concurrently or not.

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

Each Noteholder (which includes any current or future holder of a beneficial interest in the Notes) acknowledges and accepts that any liability arising under the Notes may be subject to the exercise of the Bail-in Power by the Relevant Resolution Authority and acknowledges, accepts and agrees to be bound

by (i) the variation of the terms and conditions of the Notes, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of any Bail-in Power by the Relevant Resolution Authority and (ii) the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority in relation to any liability of the Issuer to any Noteholder under these Terms and Conditions. Such exercise may, among others, include and result in any of the following, or a combination thereof:

(a) all, or part of the Notes or Relevant Amounts in respect of the Notes being reduced;

(b) all or part of the Notes being converted into shares, other securities or other obligations of the Issuer or another person and such shares, securities or obligations being issued to or conferred on the Noteholder, including by means of a variation, modification or amendment of the terms and conditions of the Notes;

(c) the Notes being cancelled; and

(d) the maturity date of the Notes being amended or altered, or the amount of interest payable on the Notes, or date(s) on which interest becomes payable, including by suspending payment for a temporary period, being amended.

For the avoidance of doubt, the exercise of the Bail-in Power by the Relevant Resolution Authority shall not be conditional on prior notice thereof being given by the Issuer to the relevant Noteholders and the absence of any such prior notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Notes described in this Condition 15(c).

In 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, any laws, regulations (including delegated or implementing measures of such regulatory technical standards), requirements, guidelines, rules, standards and policies relating to the resolution of credit institutions, investment firms and their parent undertakings, and minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments of the Kingdom of Belgium, the Lead Regulator (or any successor or replacement entity having primary responsibility for the prudential oversight and supervision of the Issuer), the Relevant 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, pursuant to which obligations of the Issuer can be reduced, modified, cancelled, written down and/ or converted into shares, securities or other obligations of the Issuer or any other person or suspended for a temporary period; and

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

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 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 "**Block Voting Instruction**" means a document issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 9;

1.5 "**Electronic Consent**" has the meaning set out in paragraph 30.1;

1.6 "**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;

1.7 "**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;

1.8 "**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;

1.9 "**meeting**" means a meeting convened pursuant to this Schedule by the Issuer and whether held as a physical meeting or as a virtual meeting or as a hybrid meeting;

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

1.11 "**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;

1.12 "**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;

1.13 "**Recognised Accountholder**" means an entity recognised as account holder in accordance with Article 7:35 of the Belgian Companies and Associations Code;

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

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

1.16 "**Voting Certificate**" means a certificate issued by a Recognised Accountholder or the Securities Settlement System in accordance with paragraph 8;

1.17 "**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; and

1.18 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. Where any of the provisions of this Schedule would be illegal, invalid or unenforceable, that will not affect the legality, validity and enforceability of the other provisions of this Schedule.

Powers of meetings

3. A meeting shall, subject to the Term and Conditions and (except in the case of sub-paragraph 3.5) only with the consent of the Issuer and, where applicable, the Lead Regulator, 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, the Notes or this Schedule proposed by the Issuer or the Paying 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 persons (whether Noteholders or not) as 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 or to approve the exchange or substitution of the Notes into shares, bonds or other obligations or securities of the Issuer or any other person, in each case, in circumstances not provided for in the Terms and Conditions or in 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 18 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 Terms and Conditions, the Notes or this Schedule which would have the effect of (other than in accordance with the Terms and 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 terms and conditions of the Notes;

(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 proviso.

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.

5. No amendment to the Conditions, the Notes or this Schedule 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 requirements of Belgian law, the provisions set out in this Schedule and the articles of association of the Issuer.

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 meeting shall be held at a time and place approved by the Paying Agent, it being understood that meetings can be held as virtual or hybrid meetings by use of an electronic platform.

7. Convening notices for meetings of Noteholders shall be given to the Noteholders in accordance with Condition 8 (*Notices*) not less than fifteen days prior to the relevant meeting. The notice shall specify the manner in which the meeting is to be held, day, time and place of the meeting (or, if relevant, the applicable electronic platform and dial-in details in case of a virtual or hybrid meeting held by way of electronic platform) 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.

Arrangements for voting

8. A Voting Certificate shall:

8.1 be issued by a Recognised Accountholder or the Securities Settlement System;

8.2 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 (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) and 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 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

8.3 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.

9. A Block Voting Instruction shall:

9.1 be issued by a Recognised Accountholder or the Securities Settlement System;

9.2 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 blocked by it and that no such Notes will cease to be so held and (if and only to the extent permitted by the rules and procedures of the Securities Settlement System) blocked until the first to occur of:

(i) the conclusion 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;

9.3 certify that each holder of such Notes has instructed such Recognised Accountholder or the Securities Settlement System 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 three (3) Business Days prior to the time for which such meeting or any such adjourned meeting is convened and ending at the conclusion or adjournment thereof;

9.4 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

9.5 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 9.4 above as set out in such document.

10. 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 three (3) Business Days before the time fixed for the meeting to the order of the Paying Agent with a bank or other depositary nominated by the Paying Agent for the purpose. The Paying 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.

11. No votes shall be validly cast at a meeting unless in accordance with a Voting Certificate or Block Voting Instruction.

12. The proxy appointed for purposes of the Block Voting Instruction or Voting Certificate does not need to be a Noteholder.

13. 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 at the registered office at the Issuer not less than three (3) and not more than six (6) Business Days 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.

14. 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.

Chairperson

15. 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.

Attendance

16. The following may attend and speak at a meeting:

16.1 Noteholders and their agents;

16.2 the chairperson and the secretary of the meeting; and

16.3 the Issuer and the Paying Agent (through their respective representatives) and their respective financial and legal advisers.

No one else may attend or speak.

Quorum and Adjournment

17. 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 days later, and time and place 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.

18. One or more Noteholders or agents present in person shall be a quorum:

18.1 in the cases marked "**No minimum proportion**" in the table below, whatever the proportion of the Notes which they represent; and

18.2 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 per cent.	25 per cent.
To pass any Extraordinary Resolution	A clear majority	No minimum proportion
To pass an Ordinary Resolution	A clear majority	No minimum proportion

19. 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. 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 17.

20. At least ten days' notice 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 general meeting.

Voting

21. At a meeting which is held 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 2 per cent. of the Notes.

22. 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.

23. 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.

24. A poll demanded on the election of a chairperson or on a question of adjournment shall be taken at once.

25. On a show of hands or a poll every person has one vote in respect of each Note 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.

26. 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.

27. 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 35, 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

28. 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 Ordinary Resolution or an Extraordinary Resolution to Noteholders within fourteen days but failure to do so shall not invalidate the resolution.

Minutes

29. 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.

30. The minutes must be published on the website of the Issuer within fifteen (15) days after they have been passed.

Written Resolutions and Electronic Consent

31. 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:

31.1 Where the terms of the resolution proposed by the Issuer have been notified to the Noteholders through the relevant clearing system(s) as provided in sub-paragraphs 31.1.1 and/or 31.1.2 below, 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 Paying Agent or another specified agent in accordance with their 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.

31.1.1 When a proposal for a resolution to be passed as an Electronic Consent has been made, at least fifteen 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).

31.1.2 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 be deemed to be defeated. Such determination shall be notified in writing to the Paying 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 30.1 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 7 above, unless that meeting is or shall be cancelled or dissolved.

31.2 To the extent Electronic Consent is not being sought in accordance with paragraph 30.1, 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 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 Securities Settlement System, Euroclear Bank, Clearstream Frankfurt or any other relevant alternative clearing system (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 the 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.

32. 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

33. The Issuer in its sole discretion 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.

34. The Issuer or the chairperson in its sole discretion 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.

35. All resolutions put to a virtual meeting or a hybrid meeting shall be voted on by a poll in accordance with paragraphs 23-26 above (inclusive).

36. 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.

37. 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.

38. 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.

39. 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.

40. The Issuer in its sole discretion may make whatever arrangements they consider appropriate to enable those attending a virtual meeting or a hybrid meeting to exercise their rights to speak or vote at it.

41. 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.

42. A person is able to exercise the right to vote at a virtual meeting or a hybrid meeting when:

    42.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

    42.2 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.

43. The Issuer shall not be responsible or liable to any 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.

CLEARING

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 a book entry in the records of the settlement system operated by the National Bank of Belgium or any successor thereto (the "**Securities Settlement System**"). The Notes can be held by their holders through the direct and indirect participants in the Securities Settlement System, including Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, or any other NBB investor (I)CSDs and through other financial intermediaries which in turn hold the Notes through Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or other participants in the Securities Settlement System. Possession of the Notes will pass by account transfer.

Payment of principal and interest in respect of Notes will be made in accordance with the applicable rules and procedures of the Securities Settlement system, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs and any other Securities Settlement System participant holding interest in the relevant Notes, and any payment made by the Issuer to the Securities Settlement System or, in the case of payments which cannot be made directly through the Securities Settlement System, to Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB and any other NBB investor (I)CSDs will constitute good discharge for the Issuer. Upon receipt of any payment in respect of Notes, the Securities Settlement System, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs and any other Securities Settlement System participant, shall immediately credit the accounts of the relevant account holders with the payment. Noteholders are entitled to exercise their voting rights and other associative rights (as defined for the purposes of Article 7:41 of the Belgian Companies and Associations Code) against the Issuer upon submission of an affidavit drawn up by the NBB, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or another participant duly licensed in Belgium to keep dematerialised securities accounts showing their position in the Notes (or the position held by the financial institution through which their Notes are held with the NBB, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB, any other NBB investor (I)CSDs or such other participant, in which case an affidavit drawn up by that financial institution will also be required).

USE OF PROCEEDS

The proceeds (as the case may be, after deduction of the issuance costs) from each issue of Notes will be applied by the Issuer, as indicated under "Reasons for the Offer" in the applicable Final Terms, either:

(a) for its general corporate purposes; or

(b) (i) where the Notes are designated as "European Green Bonds" or "EuGBs" and are stated to be issued in accordance with the EuGB Regulation (as defined below), to finance and/or refinance the Economic Activities in accordance with the applicable green bond factsheet prepared by the Issuer specified in the applicable Final Terms (the "**Factsheet**"), prepared in accordance with the EU Green Bond Regulation; and/or

(ii) where the Notes are issued as "Green Bonds", to finance and/or refinance, in whole or in part, existing and/or future green loans, together forming the Eligible Green Loan Portfolio, as defined in and subject to the conditions set out in the Issuer's Green Bond Framework (as defined below); or

(c) for any other purpose specified in the applicable Final Terms.

The use of proceeds of Notes issued as Green Bonds or European Green Bonds is further described below.

Neither the Arranger, the Agent nor any of the Dealers will verify or monitor the proposed use of proceeds of Notes issued under the Programme.

Use of proceeds of Notes issued as Green Bonds

Use of proceeds - Where the Notes are issued as Green Bonds in accordance with the Issuer's green bond framework dated 13 January 2022, as subsequently amended in August 2025 (and as may be further amended from time to time, the "**Green Bond Framework**"), an amount equivalent to the proceeds (as the case may be, after deduction of the issuance costs) from the issue of such Tranche of Notes is expected to be used to finance and/or refinance new or existing green loans which meet the eligibility criteria set out in the Green Bond Framework (the "**Eligibility Criteria**") (such projects being "**Eligible Green Loans**").

The table below sets out the Eligibility Criteria (mapped onto the relevant United Nations Sustainable Development Goals (SDGs)) as set out in the Issuer's Green Bond Framework at the date of the Base Prospectus.

ICMA GBP Category	Eligibility Criteria	Contribution to UN SDG	EU Economic Activities and EU Environmental Objectives
Green Buildings	Loans to residential buildings[13] in the Netherlands and Belgium that meet either of the following criteria: For buildings built before 31 December 2020 • The building has at least an Energy Performance Certificate (EPC) class A or; • The building is within the top 15% of the national or regional building stock expressed as operational Primary Energy Demand ("**PED**") For buildings built after 31 December 2020		Climate Change Mitigation: 7.7 Acquisition and ownership of buildings (Related NACE code L68)

[13] Buildings larger than 5000 m2 are not included within the scope of the Green Bond Framework.

	The Primary Energy Demand (PED) is at least 10 % lower than the threshold set for the nearly zero-energy building (NZEB) requirements		

On 4 August 2025, ISS Corporate Solutions issued a second party opinion in respect of the alignment of the Issuer's Green Bond Framework with the ICMA Green Bond Principles (2025) (the "**Second Party Opinion**"). The Second Party Opinion assesses (i) the Issuer's Green Bond Framework, benchmarked against the ICMA Green Bond Principles, (ii) the Eligibility Criteria, (iii) the alignment of the project categories set out in the Issuer's Green Bond Framework with the EU Taxonomy based on ISS Corporate Solution's methodology, and (iv) the consistency of the Green Bonds with the Issuer's sustainability strategy, drawing on the key sustainability objectives and priorities defined by the Issuer. The Second Party Opinion does not assess or confirm compliance of any Green Bonds (and the relevant use of proceeds) with the criteria and procedures set out in the Green Bond Framework. The Second Party Opinion may be amended, supplemented or replaced from time to time. The Green Bond Framework and the Second Party Opinion are available on the Issuer's website https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[14]. For the avoidance of doubt, the Green Bond Framework and the Second Party Opinion are not, nor shall they be deemed to be, incorporated in and/or form part of this Base Prospectus.

The Issuer aims to allocate the Green Bonds proceeds (as the case may be, after deduction of the issuance costs) to finance and/or refinance the Eligible Green Loan Portfolio.

Eligible Green Loans selection and oversight – The portfolio of Eligible Green Loans is evaluated and defined by the Issuer's dedicated Green Bond Committee which will verify whether the proposed projects comply with the eligibility criteria set out in the Green Bond Framework and will select the projects as eligible.

Reporting – The Issuer will publish an allocation and impact report on its outstanding Eligible Green Loan Portfolio and Green Bonds. Reporting shall be renewed on an annual basis, until full allocation.[15] The Issuer intends with regard to the allocation and impact report to utilise the ICMA Harmonised Framework for Impact Reporting. Both the allocation report as well as the impact report will be made available via the Issuer's website https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[16].

Disclaimer - This section contains a short summary of the Green Bond Framework as at the date of the Base Prospectus. The Green Bond Framework may be amended, supplemented or replaced from time to time. Any reports made available on the Issuer's website do not form part of, and are not incorporated by reference into, this Base Prospectus.

The allocation of the proceeds of the Green Bonds (as the case may be, after deduction of the issuance costs) to the underlying Eligible Green Loan may not meet all investors' expectations and, in particular, may not be aligned with future guidelines and/or regulatory or legislatives criteria regarding sustainability reporting or performance.

Use of proceeds of Notes issued as EuGB

Use of proceeds - Where the "*Reasons for the Offer*" item of the applicable Final Terms refers to European Green Bonds ("**EuGB**"), the Notes will be issued with, and as from their issuance date will use, the designation European Green Bond or EuGB in accordance with Regulation (EU) 2023/2631 of the European Parliament and of the Council ("**EuGB Regulation**"). Where this is the case, the Issuer will apply proceeds in accordance with the applicable Factsheet prepared by the Issuer in accordance with the EuGB Regulation relating to each issue of

[14] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

[15] The Issuer may set the end date of the first reporting period as the last day of the calendar year or of the financial year of issuance.

[16] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

EuGBs under the Programme. The Issuer will apply an amount equal to the gross proceeds from such issue of European Green Bonds specifically to finance assets in accordance with the portfolio approach under the EuGB Regulation aimed at financing and/or refinancing economic activities targeting the environmental objective of "Climate Change Mitigation", as referred to in Article 9 of Regulation (EU) 2020/852 (the "**Taxonomy Regulation**") (the "**Economic Activities"**).

It is the Issuer's expectation that any Notes issued as European Green Bonds will also meet the conditions to qualify as Green Bonds under the Issuer's Green Bond Framework. In the event that any Notes issued as European Green Bonds, subsequent to their Issue Date, no longer meet the requirements of the EuGB Regulation, the Issuer expects such Notes to be classified as Green Bonds, subject to compliance with the Issuer's Green Bond Framework.

The date of the relevant Factsheet will be included in the Final Terms for European Green Bonds. The completed Factsheet and the pre-issuance review related to the relevant Factsheet provided by the relevant external reviewer in compliance with the EuGB Regulation, as well as the contact details of the external reviewer, will be published and made available by the Issuer on its website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[17] prior to the issue date of the relevant European Green Bonds. Any such Factsheet, pre-issuance review and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

Economic Activities selection and oversight - Decisions relating to the choice and financing of Economic Activities and how they align with the criteria for environmentally sustainable economic activities under the Taxonomy Regulation will be made by the Issuer. The asset categories will be disclosed in the Factsheet prior to the issuance of any Notes designated as EuGB. The allocation of proceeds will be carefully managed and overseen by the Issuer according to its specific procedures.

Reporting - The allocation report(s) and impact report for European Green Bonds issuances, together with any external review(s) of the allocation report(s) will be available on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html[18] but, for the avoidance of doubt, will not be incorporated by reference into the Final Terms or the Base Prospectus. Reporting shall be renewed on an annual basis, until full allocation. Any allocation report(s) and impact report will be prepared in accordance with the EuGB, and any such external review of any allocation reports(s) will be provided by an external reviewer in compliance with the EuGB Regulation.

As at the date of this Base Prospectus, the providers of such opinions, reviews, certifications and post-issuance reports are not subject to any specific regulatory or other regime or oversight. The EuGB Regulation will introduce a supervisory regime of external reviewers of EuGB but this is not due to take full effect until 21 June 2026. However, a transitional period is currently in force until 21 June 2026 pursuant to Article 69 of the EuGB Regulation, which requires external reviewers, before providing any services, to notify ESMA, provide the information requested by the EuGB Regulation and use their 'best efforts' to comply with relevant provisions of the EuGB Regulation.

Disclaimer - No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of the external reviewer. For the avoidance of doubt, neither any such external review nor the Factsheet, allocation report(s) or impact report for each issuance are, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such external review nor the Factsheet, allocation report(s) or impact report for each issuance are, nor should be deemed to be, a recommendation by the Issuer or any of the Dealers or any other person to buy, sell or hold any such EuGB. Any such external review is only current as at the date that external review was initially issued. Prospective investors must determine for themselves the relevance of any external review and/or the information contained therein and/or the provider of external

[17] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.
[18] This website and the information available thereon are not incorporated by reference and do not form part of this Base Prospectus.

review for the purpose of any investment in such EuGB. Prospective investors in any EuGB should also refer to the risk factor above headed "*Specific risks relating to European Green Bonds*".

The Issuer's Green Bond Framework, each external review, each Factsheet and any other documentation relevant to Notes issued as European Green Bonds are subject to review and change and may be amended, updated, supplemented, replaced or withdrawn from time to time. Potential investors in Notes issued as European Green Bonds should access the latest version of the relevant document available on the Issuer's website. In addition, the relevant technical screening criteria applicable to the Economic Activities to which the proceeds of an issue of EuGB are allocated may change over time and the Issuer will be required to comply with such amended technical screening criteria in accordance with the grandfathering provisions in the EuGB Regulation.

DESCRIPTION OF THE ISSUER

GENERAL

The Issuer is a limited liability company (*naamloze vennootschap/société anonyme*) organised under the laws of Belgium with company name "**Argenta Spaarbank NV**", in short "**Aspa**", with registered office at 2018 Antwerp, Belgiëlei 49-53, and is registered with the Crossroads Bank for Enterprises (BCE/KBO) under number BE0404.453.574 (RPR Antwerp, division Antwerp). The registered office can be contacted by phone on the number +32 3 285 51 11. The Issuer's LEI Code is A6NZLYKYN1UV7VVGFX65. The website of the Issuer is www.argenta.eu. *The information on www.argenta.eu does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.*

The Issuer was incorporated under the name "Kredietmaatschappij Fiducia" for an indefinite time by notarial deed executed by notary Emile Lemineur in Antwerp on 18 April 1956, published in the Annexes to the Belgian Official Gazette on 9 May 1956 under number 10639, and by notary Maurice Van Zeebroeck in Antwerp on 24 November 1956, published in the Annexes to the Belgian Official Gazette on 13 December 1956 under number 29036.

The Issuer is a duly licensed Belgian credit institution, and is under the supervision of the National Bank of Belgium (the "**NBB**") for prudential matters, the Belgian Financial Services and Markets Authority with regard to conduct of business rules and financial market supervision, and the European Central Bank (the "**ECB**"), acting as the supervisory authority for prudential supervision of significant financial institutions.

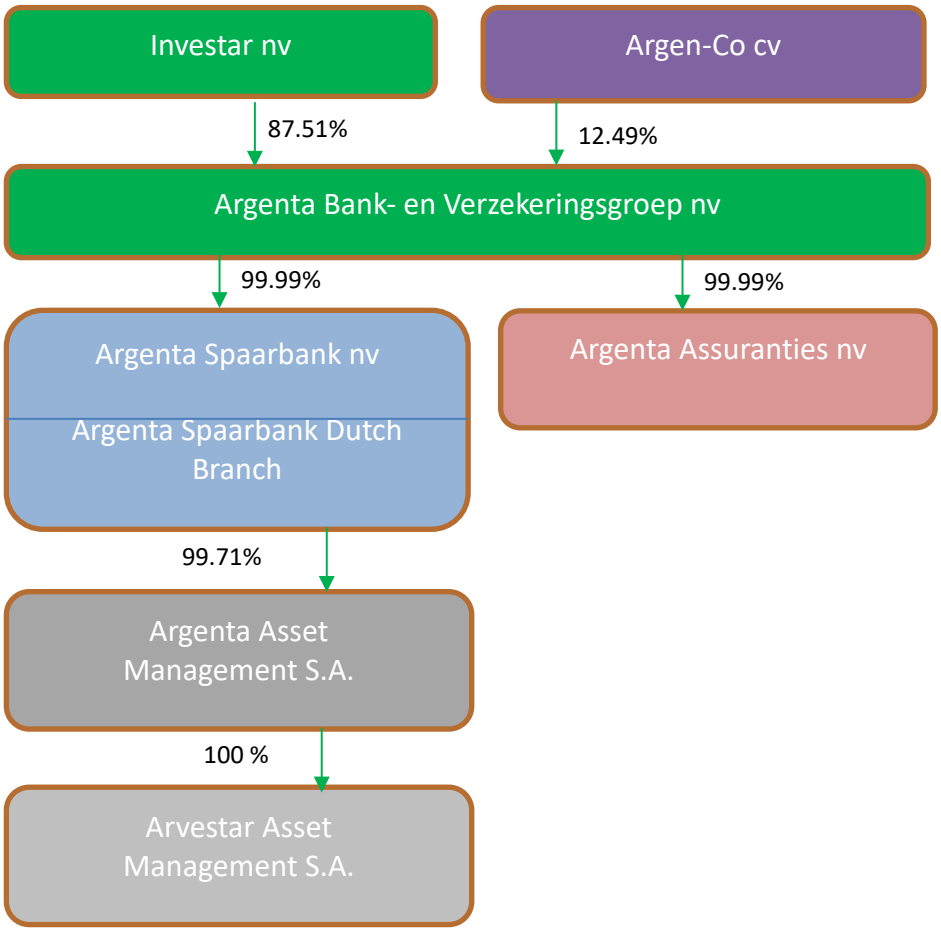
As at the date of this Base Prospectus, following a capital increase dated 23 October 2024 by way of contribution in cash for an amount of seventy million one hundred twenty four thousand six hundred and twenty five euros (EUR 70,124,625) without issuance of new shares, the share capital of the Issuer is one billion eighty million eighty eight thousand five hundred and twenty five euros (EUR 1,080,088,525) and is represented by 168,975 shares. The shares are held by Argenta Bank- en Verzekeringsgroep NV (holding 99.99%). The shares of the Issuer are not listed.

On 30 June 2025, total consolidated balance sheet of Argenta Bank- en Verzekeringsgroep NV and its subsidiaries (including the Issuer) (the "**Argenta Group**") amounted to EUR 66,044,304,383 and EUR 59,161,195,267 in respect of the Issuer.

ORGANISATIONAL STRUCTURE OF THE ARGENTA GROUP

Organisational structure

The Issuer is part of the Argenta Group. The corporate organisational chart of the Argenta Group can be depicted as follows:



A list with details of the various group companies is provided further in this Base Prospectus.

At the date of this Base Prospectus, Investeringsmaatschappij Argenta NV ("**Investar NV**"), a mixed financial holding, holds 87.51% of the shares in Argenta Bank- en Verzekeringsgroep NV (the "**Parent**"), with the remainder of the shares owned by Argenta Coöperatieve CV ("**Argen-Co**"), which is a recognised cooperative undertaking in accordance with the Act of 20 July 1955 on a National Council for Cooperatives.

The Parent is the holding company of the Argenta Group. Its operational activities consist of group-level control functions (i.e. internal audit, compliance and integrity, risk and validation, legal affairs and organisation and talent).

The Parent co-ordinates and provides joint management of the operations of its subsidiaries: the Issuer and Argenta Assuranties NV ("**Aras**").

The Parent is a mixed financial holding within the meaning of Article 3, 39° of the Belgian Banking Law.

The Issuer has one subsidiary: Argenta Asset Management S.A., which also has a 100% subsidiary Arvestar Asset Management S.A. In addition, the Issuer has a branch office in the Netherlands. The Issuer, its subsidiaries and branch office form the "**Bank Pool**".

Argenta Asset Management S.A. is a Luxembourg company which is responsible for the management and central administration of the Argenta Group's collective investment undertakings, i.e. Argenta Fund sicav and Argenta Portfolio sicav, which are open-end investment undertakings under Luxembourg law. The latter is a fund of funds (also known as an umbrella fund). This means that the assets of various sub-funds are invested in other collective investment undertakings.

On 30 July 2018, Arvestar Asset Management NV ("**Arvestar**") was established within the Argenta Group. Arvestar is a UCITS and AIF management company under Belgian law and was a joint venture between Argenta Asset Management S.A. and Degroof Petercam Asset Management SA/NV ("**DPAM**"). Since the second quarter of 2025, Argenta Asset Management S.A. is the sole owner of Arvestar after buying out DPAM from the joint venture. The Issuer has previously outsourced the management of its pension savings funds Argenta Pensioenspaarfonds ("**Arpe**") and Argenta Pensioenspaarfonds Defensive ("**Arpe Defensive**") to DPAM, which has been reaffirmed. Arvestar has managed the Issuer's pension funds since 1 November 2018 and also manages certain other collective investment undertakings (funds) such as the Argenta DP funds.

Arvestar was founded as a subsidiary of Argenta Asset Management S.A., where the asset management within the Argenta Group is centralised. Argenta Asset Management S.A. itself remains responsible for the management of the Argenta Fund sicav and the Argenta Portfolio sicav. A joint merger proposal was published in the Belgian Official Gazette on 21 August 2025, and it is intended that Arvestar and Argenta Asset Management S.A. will merge on 1 January 2026. It is intended that Arvestar will be the acquiring company and that Arvestar will have an operational branch in Luxembourg following the merger.

Aras is a duly licensed Belgian insurance undertaking. The Bank Pool has no claims on Aras, and at present Aras does not give financial support to the Bank Pool.

The Argenta Group has various interrelations. The Parent, the Issuer and Aras operate centralised and share operational departments; the main "shared" departments are ICT, human resources and facilities, as well as all group finance and risk functions.

The Argenta Group is currently considering simplifying its shareholding structure which could lead to changes in the indirect shareholding of the Issuer. However, there will be no changes in relation to the direct shareholding of the Issuer nor the ultimate beneficial ownership of the Argenta Group.

Overview of the Argenta Group entities

Argenta Bank- en Verzekeringsgroep NV

HOLDING COMPANY
naamloze vennootschap (public limited liability company)
Belgiëlei 49-53
B-2018 Antwerpen
BE 0475.525.276, RPR Antwerp, division Antwerp

Argenta Asset Management

MANAGEMENT COMPANY
société anonyme (public limited liability company) under the laws of Luxembourg
29, Boulevard du Prince Henri
L-1724 Luxembourg
Luxembourg Trade Register no. B 35185

Argenta Spaarbank NV (the Issuer)

CREDIT INSTITUTION
naamloze vennootschap (public limited liability company)
Belgiëlei 49-53
B-2018 Antwerp
BE 0404.453.574, RPR Antwerp, division Antwerp

Arvestar Asset Management NV

MANAGEMENT COMPANY
naamloze vennootschap (public limited liability company)
Guimardstraat 19
B-1040 Brussels
BE 0700.529.248, RPR Brussels

Argenta Assuranties NV

INSURANCE UNDERTAKING
naamloze vennootschap (public limited liability company)
Belgiëlei 49-53
B-2018 Antwerp
BE 0404.456.148, RPR Antwerp, division Antwerp

Argenta Spaarbank's Dutch branch
Stadionstraat 2
NL-4815 NG Breda

BUSINESS OVERVIEW OF THE ARGENTA GROUP

Key facts and figures of the Argenta Group

The Issuer is a Belgian systemic financial institution ("**D-SIB**") and forms part of the 114 banks that are subject to the direct supervision of the ECB.

Argenta Group's strategy consists in the offering of financial products, such as savings and investment products, loans and insurance products, to families, and, to a lesser extent, to self-employed persons..

The Argenta Group has been active in Belgium since 1956 and in Luxemburg since 1987. It has been active in the Dutch mortgage market since 1997 and has attracted savings in the Netherlands since 2004. All group activities exclusively consist of financial activities relating to attracting savings, granting loans, distribution of collective investments and offering life and non-life insurance products. Belgian customers are serviced through a network of independent agents (355 offices), who together employ 1,449 people (as of 30 June 2025). Dutch customers are serviced through third party distribution and online direct channels. The Issuer has developed 4 payment packages for consumers including a free one ("Green-pakket", "Silver-pakket", "Gold-pakket" and the free one "Basisbankdienst-pakket"). For legal persons, groups, legal structures or organisations without legal personality the Issuer has developed one payment package ("Pro-pakket").

The banking activities (provided through the Bank Pool) are mainly focused on attracting funds from the retail market on the one hand and investing such funds in mortgage credits on the other hand. Besides its traditional banking activities, the Issuer also sells fee income generating products, such as UCITS. This allows the Argenta Group to diversify its profit generation.

The insurance activities consist of both life insurance products and non-life insurances (more in particular health, car, civil liability and property). Health insurance is no longer actively offered to customers, but its premiums still make up a significant part of total premium collection. As at 30 June 2025, Aras had total assets of approximately EUR 6.0 billion.

With over 200,000 Belgian mortgages, credit risk is spread over a large number of clients and there are no individual clients with a substantial potential for loss.

The Issuer has a solid financial position. The consolidated IRB-based CET1 ratio of the Issuer stood at 30.2% as of 30 June 2025 (Basel III). Recurrent Net Interest Income ("**NII**") is quite stable and the Issuer has a solid Return on Equity ("**RoE**") of 7.8% (adjusted for IFRIC 21) for the period ended on 30 June 2025.

The following table summarises key facts and figures for the Argenta Group on a consolidated basis under IFRS, except for Aras, for which the Belgian generally accepted accounting principles ("**BEGAAP**") figures are displayed in lieu of the IFRS figures:

€ millions	**30 June 2024**	**30 June 2025**

Total assets	62,451	66,044
Shareholder's equity	3,779	4,036
Net income (adjusted for IFRIC 21)	111 (160)	110 (164)
C/I ratio adjusted for IFRIC 21 (excl. bank levies)	53% (42%)	52% (41%)
CET1 ratio (Danish compromise)	26.9%	30.5%
Customer Assets under Management	63,137	66,243

€ millions	**30 June 2024**	**30 June 2025**	**€ millions**	**30 June 2024**	**30 June 2025**
Total assets	6,741	6,865	**Total assets**	55,768	59,161
			Shareholder's equity	2,817	3,062
			Deposits (incl. non-subordinated term products)	45,880	46,770
Shareholder's equity	646	671			
Gross premiums life[1]	187	232	**Loans to customers**	41,847	43,907
Gross premiums non-life	112	119	**Net income (adjusted for IFRIC 21)**	85 (128)	68 (116)
			RoE adjusted for IFRIC 21	9.4%	7.8%
Net income	18.9	29.6			
RoE	6.0%	9.2%			
Solvency ratio	224%	204%	**CET1 (IRB)**	26.9%	30.2%
			MREL ratio (SRB target)	8.47%[2] (7.78%)	8.3%[3] (6.60%)
			S&P rating	A	A[4]

Notes

1) Gross premiums life including branch 23 insurance premium income
2) Expressed as % of Leverage Rate Exposure (LRE) (SRB target for 2024)
3) Expressed as % of Leverage Rate Exposure (LRE) (SRB target for 2025)
4) The Issuer's rating by S&P Global Ratings Europe Limited was recently affirmed but the outlook revised to negative. Please refer to the section "Credit Rating" on page 117 for more information.

Business overview of the Issuer

Principal activities of the Issuer

As a credit institution, the Issuer's core activities consist of attracting funds, offering loans (primarily mortgage loans to retail clients) and providing payment services.

In addition, the Issuer offers fee income generating products: the Issuer distributes Argenta products (units in pension funds Arpe and Arpe Defensive, Argenta-Fund sicav, Argenta Portfolio sicav).

The Issuer's activities are concentrated on attracting funds through:

- In Belgium:
  - *Current accounts.* Daily Banking services for retail clients are grouped in 4 packages : "Green-pakket", "Silver-pakket", "Gold-pakket", "Basisbankdienst-pakket". A fifth package, the "Pro-pakket" targets professional clients.
  - *Savings accounts.* The Issuer offers the following regulated savings accounts in Belgium: the "Maxi" account, the "E-spaar" and the "Fidelity". The Issuer also offers the non-regulated

registered savings account "Pro-Plus" which is exclusively reserved for legal persons, groups, legal structures or organisations without legal personality. Finally, the Issuer offers the regulated savings account "Growth" and the non-regulated saving account "Plus", albeit not actively.

- *Term deposits ("non-subordinated term products").* The Issuer offers term deposits.
- *Subordinated certificates.* The Issuer offered subordinated certificates in the past, but has no plans for new offerings to retail clients.
- *Units in undertakings for collective investment in transferable securities (UCITS).* In its capacity as a distributor, the Issuer sells units or shares of various third party Belgian and foreign collective investment undertakings in Belgium, including investment companies with a variable number of shares (bevek/sicav) and mutual investment funds.
- *Pension saving funds*: the Issuer offers saving pension contracts, such as Arpe and Arpe Defensive.
- *Structured securities.* The Issuer is a distributor of structured securities issued by third parties.

▪ In the Netherlands:

- *Saving accounts*: The Issuer offers the following savings accounts in the Netherlands: the "Internet Spaarrekening" and the "Jongeren Spaarrekening".
- *Term deposits*: The Issuer offers term deposits.

As at 30 June 2025, approximately 77.4% of the Issuer's funding was attracted from its retail clients.

In order to diversify funding further and to support future mortgage production, the Issuer decided to securitise Dutch mortgage loans. Four Residential Mortgage-Backed Security ("**RMBS**") transactions have been concluded with the following details:

- Green Apple 2019-I NHG

Green Apple 2019-I NHG BV issued on 26 June 2019 residential mortgage backed notes for a notional amount of EUR 825 million (class A notes) with an interest rate of Euribor 3 months plus 40 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2058 with a prepayment option from 17 January 2026 onwards (being the first optional redemption date).

- Green Apple 2021-I

Green Apple 2021-I BV issued on 23 June 2021 residential mortgage backed notes for a notional amount of EUR 650 million (class A notes) with an interest rate of Euribor 3 months plus 70 basis points. The notes were placed with institutional investors. The notes are outstanding up to 2060 with a prepayment option from 17 January 2028 onwards (being the first optional redemption date).

- Golden Apple 2025-I NHG

Golden Apple 2025-I BV issued on 24 June 2025 residential mortgage backed notes for a notional amount of EUR 750 million (class A notes) with an interest rate of Euribor 3 months plus 54 basis points. The notes were placed with two institutional investors. The notes are outstanding up to 2063 with a prepayment option from 17 July 2031 onwards (being the first optional redemption date).

The attracted funds were allocated by the Issuer through mortgage loans to primarily private customers and self-employed persons. These loans are intended for the purchase of a residence, a plot of land or residential renovation. In addition, the Issuer invested the attracted funds primarily in investment grade fixed-income securities of governments, financial institutions and other enterprises.

The Issuer's loan portfolio of EUR 43.9 billion as of 30 June 2025 is covered by EUR 45.8 billion customer deposits, resulting in a solid loan to deposit ratio of 96%.

Main geographical markets

The geographical markets in which the Issuer actively markets to clients are Belgium and the Netherlands. The table below gives the split of total funding and loan origination between both countries:

Loans and Receivables outstanding[19]

(€ billion)	**30 June 2025**	
Belgium	21.1	48%
The Netherlands	22.8	52.2%
Total	**43.9**	**100%**

Funding[20]

(€ billion) Belgium	**30 June 2025**	
Current and savings deposits	35.8	76%
Non-subordinated term products	6.0	13%
Total Belgian deposits	42.8	91%

(€ billion) Netherlands	**30 June 2025**	
Current and savings deposits	2.1	4%
Non-subordinated term products	1.2	3%
Mortgage related deposits	0.7	2%
Total Dutch deposits	4.0	9%
Total deposits	46.8	100%
Securitisation funding	1.6	
EMTN	2.1	
Subordinated debt	0.0	
Covered Bonds	5.0	
Other	0.1	
Total	55.6	

Credit Rating

The Issuer's current rating by S&P Global Ratings Europe Limited ("**Standard & Poor's**") is A (negative outlook) for the long-term rating and A-1 for the short-term rating. The Issuer's rating by Standard & Poor's was affirmed on 17 June 2025, but the outlook was revised from stable to negative because of softened commitment to maintain the 8% ALAC support. More information on the Issuer's rating by Standard & Poor's can be found on the Issuer's website: https://www.argenta.eu/investor-relations/credit-ratings.html.[21]

[19] For the avoidance of doubt, the amounts set out in this overview are rounded. As a consequence thereof, the sum of these differ from the (sub)total percentages displayed here.

[20] For the avoidance of doubt, the percentages set out in this overview are rounded. As a consequence thereof, the sum of these differ from the (sub)total percentages displayed here.

[21] *This website is not incorporated by reference and does not form part of this Base Prospectus.*

Ratings are not a recommendation to buy, sell or hold securities and are subject to change, suspension, reduction or withdrawal at any time by the assigning rating agency. Investors should look at https://www.argenta.eu/investor-relations/credit-ratings.html for the most recent rating and for the underlying full analysis provided by Standard & Poor's to understand the meaning of the rating.

Standard & Poor's is established in the European Union and is included in the updated list of credit rating agencies registered under Regulation (EC) No. 1060/2009 (as amended) of the European Parliament and of the Council of 16 September 2009 on credit rating agencies published on the ESMA's website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).

The description of the rating can be found on the website of Standard & Poor's. No information from such website is deemed to be incorporated by reference in or forms part of this Base Prospectus. The Issuer does not take any responsibility for the information contained in such website.

Performance

The Issuer posted robust results of EUR 116 million after IFRIC 21 adjustment and its balance sheet grew further in the first half of 2025 to an amount of EUR 59.2 billion. Apart from increased retail funding both in Belgium and the Netherlands, the Issuer also issued EUR 1 billion covered bonds in February 2025 and EUR 750 million RMBS in June 2025.

Loan portfolio

Since 2021 the Issuer's balance sheet has grown with a compound annual growth rate ("**CAGR**") of 5%, and the portfolio of loans to customers increased in the first half of 2025, by EUR 1.1 billion, as a result of new production in mortgage loans. The gross mortgage production in the first half of 2025 amounted to EUR 1.7 billion in the Netherlands and EUR 1.3 billion in Belgium. Portfolio margins increased respectively to 2.49% and 2.22% .

Additionally, the portfolio remained of very good quality with declining 'Loan to Value' ("**LTV**"): in general, LTVs are systemically moving to the 'lower than 75%'-bucket because of house price indexation and amortization. Over 75% of the mortgage loan book is part of this bucket. The average LTV on the total mortgage loan portfolio as at 30 June 2025 was 51%.

The Issuer continues to adopt a conservative loan acceptance policy. At a global level, the total loan loss reserve increased from EUR60.4 million end of 2024 to EUR 63.1 million as of 30 June 2025 (including impairments on the investment portfolio). The main reason for this evolution is a decrease in the investment portfolio's impairments for EUR 1.8 million caused by lower stage 2 impairments following internal rating upgrades and by an improved 1-year macroeconomic outlook in stage 1 provisions and an increase in impairments on Dutch mortgages by EUR 4.2 million, mainly because of a model harmonisation between the way Belgian and Dutch mortgages are treated, more specifically a higher weight is given to the time a loan is in default and thus impacting stage 3 provisions. Overall, this amount is very limited relative to the Issuer's total portfolio, demonstrated by a cost of risk of 0.02% as at 30 June 2025. The NPL ratio of the mortgage portfolio in the Netherlands remained very low at 0.2% as of 30 June 2025. The Issuer's NPL ratio in Belgium remained very low as well at 0.54% at the end of June 2025.

The Issuer reported an average coverage ratio of 13% on 30 June 2025 evidencing the high quality of prime mortgage collateral.

(Re)investment portfolio

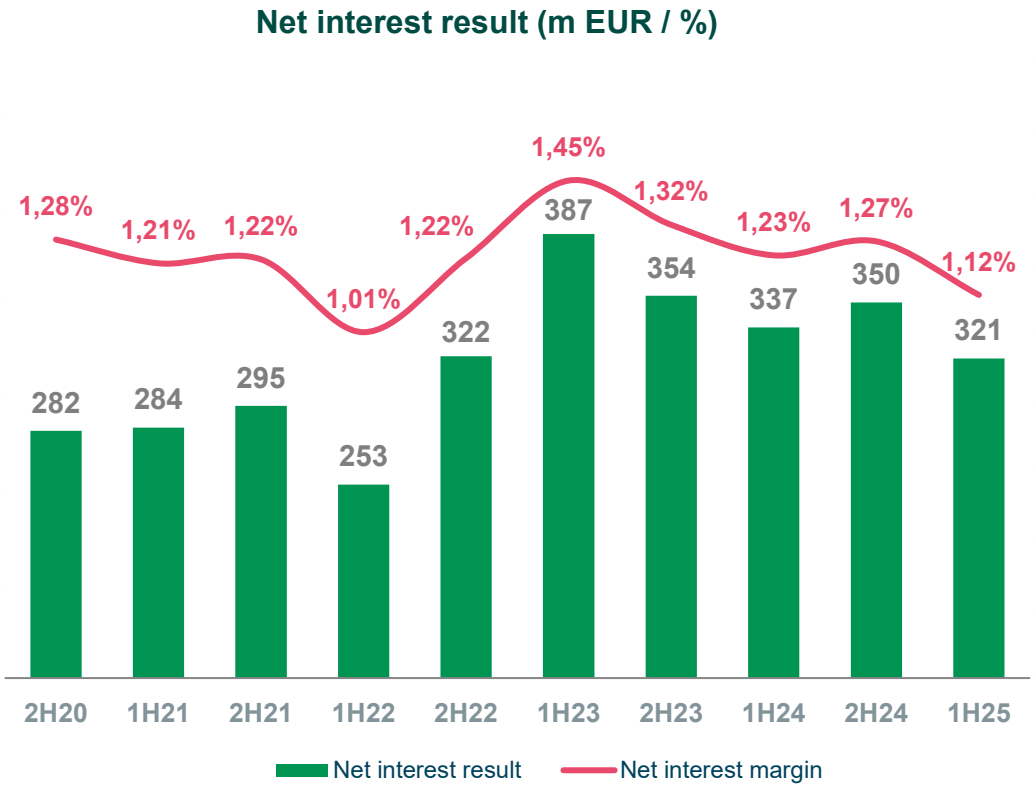
On 30 June 2025, 99% of the investment portfolio (EUR 14.5 billion including cash) was investment grade, 60% of the portfolio was rated AA and above, 98% of the portfolio was invested in the European Economic Area and investments were exclusively in euros, so no foreign exchange risk existed. The unrealised result of financial assets not measured at fair value through profit and loss ("**P&L**") was EUR -90 million at 30 June 2025 (that

through other comprehensive income ("**OCI**") was EUR -26 million at 30 June 2025 and that at amortized cost was EUR -64 million at 30 June 2025). The Issuer continues to work on diversification in terms of loans to local governments, corporates and public private partnerships ("**PPP**").

On 30 June 2025, the investment portfolio had increased from EUR 12.1 billion at 31 December 2024 to EUR 14.5 billion following the investment of the excess cash from wholesale issuances and cash collateral inflow.

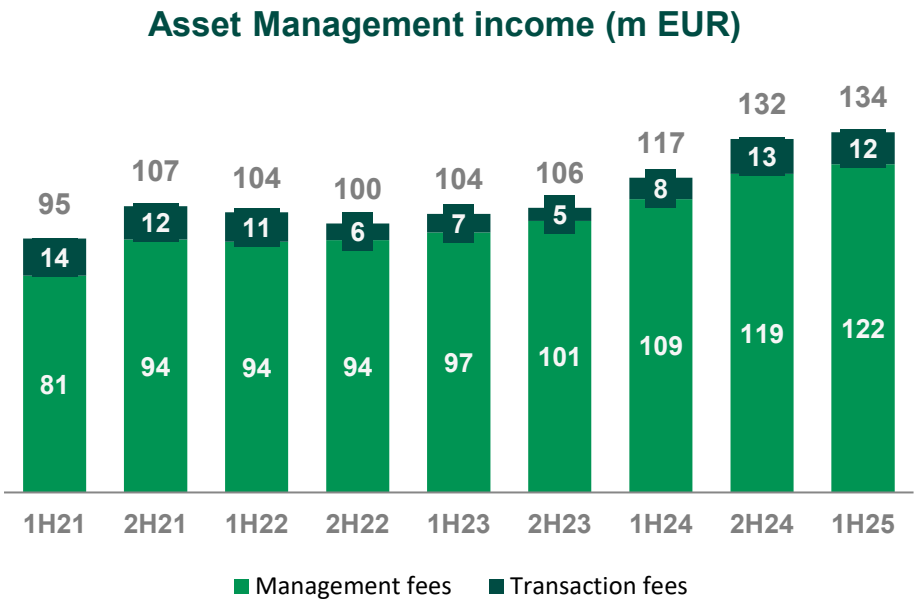
Net Interest Income, Net Interest Margin and net profit

The following graph provides an overview of the Net Interest Income ("**NII**") and the Net Interest Margin ("**NIM**") on a half yearly basis.

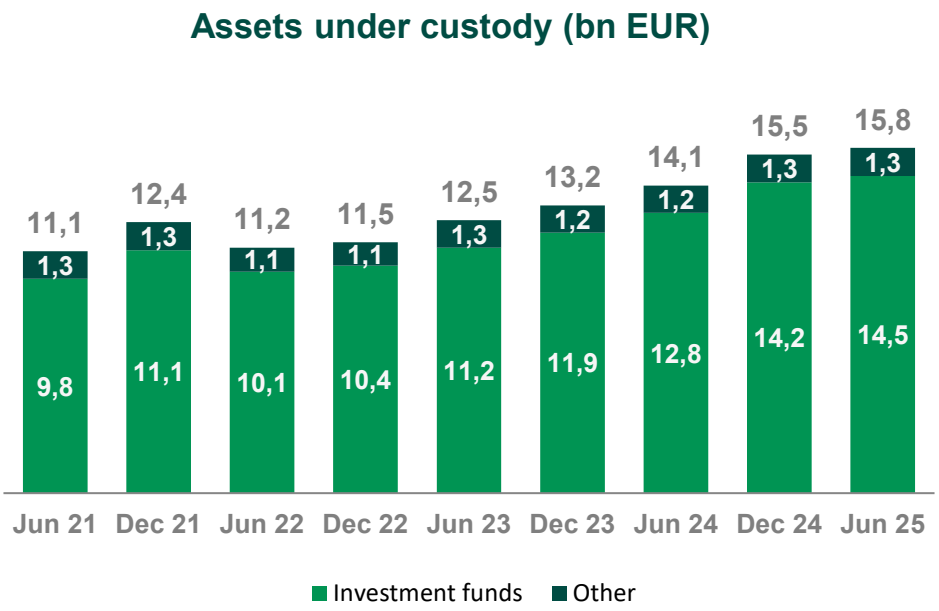


Net Interest Income decreased in the first half of 2025 by EUR 16 million compared to the first half of 2024, mainly because of lower carry on hedging instruments because of lower short term market rates. The recurring Net Interest Margin slightly decreased from 1.27% in the second half of 2024 to 1.12% in the first half of 2025.

The below graph provides an overview of the asset management income distribution between transaction fees and management fees, on a half yearly basis.



The below graph provides an overview of the growth in assets under custody, on a half yearly basis.

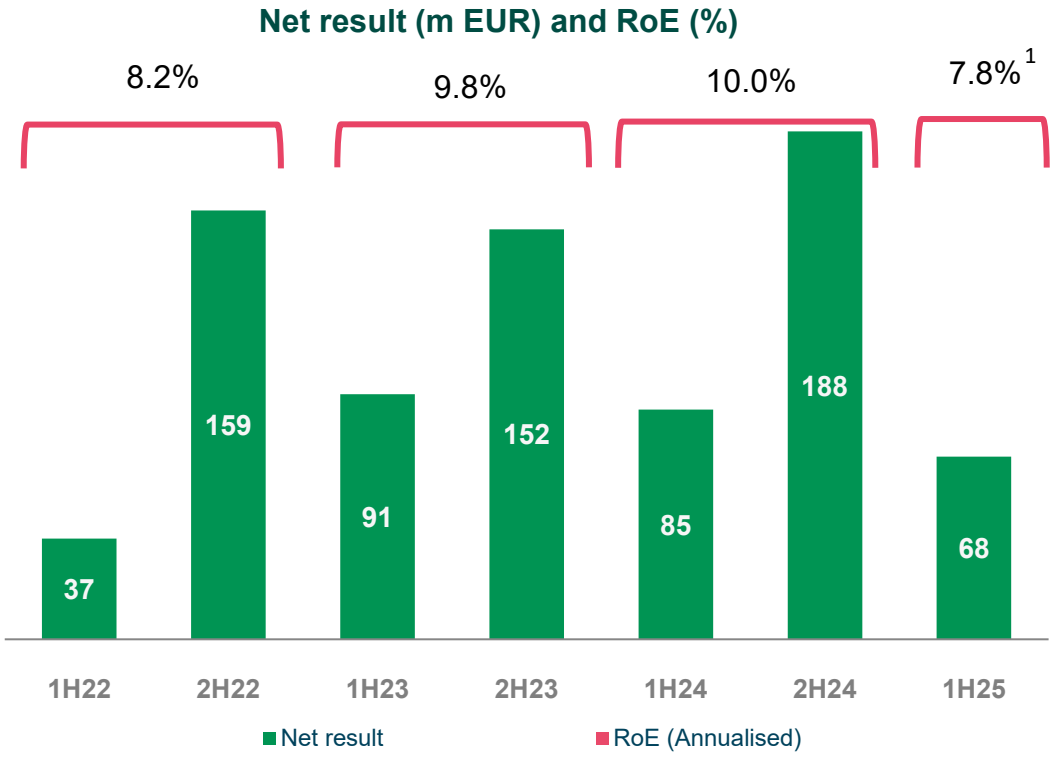


In order to further limit the interest dependency, the Issuer continues diversifying its income sources to products that generate fee income. At 30 June 2025, the total portfolio of assets under custody was at a level of EUR 15.8 billion which is EUR 1.7 billion higher compared to the same day the year before. The recent market volatility and profit taking resulted in larger outflow and NAV correction, but this was compensated by new gross production in the first half of 2025. In terms of Asset Management fee income this meant an increase from EUR 117 million (in the first half of 2024) to EUR 134 million (in the first half of 2025).

In the first half of 2025, operating expenses increased by EUR 3 million or 3.0% compared to the same period in 2024. This was due to higher remuneration expenses and resulted in a C/I ratio of 55%. Bank levies grew by

15.6% to EUR 111 million as a result of the growing retail savings portfolio. Excluding the impact of bank levies, the C/I ratio amounted to 41%.

As can be seen in the graph below, the net result of EUR 68 million was EUR 17 million lower year-on-year due to a lower carry on the hedging result due to lower short term rates, higher interest income on mortgage production due to better margins and higher volumes as well as a significant higher fee result in the asset management business.



Strategic vision and targets

The Issuer offers simple and transparent products. The long-term relationship with tied agents with a focus on relationships and proximity has so far delivered a stable client base. Starting from these values, the Issuer's emphasis for the coming years will be on:

- Increased digitalisation
- Reinforce distribution by further increasing the first banking relationship and cross-selling
- Better understand client needs and accelerate the move from product to client approach, including financial planning
- Educational programs and quality certification for tied agents
- Income diversification
- More sophisticated advice to affluent clients
- Reinforced cost containment efforts.

The following table presents certain of the Issuer's key long-term targets. These targets are not forecasts or predictions of future performance. These targets are based on levels of performance that the management of the Issuer believe are reasonable and achievable. They may be amended at any time. Actual performance is subject to many factors, including general economic and other factors which are beyond the Issuer's control, including those set out in "Risk Factors" and elsewhere in this Base Prospectus. Accordingly, there is no guarantee that such targets will be met, and meeting or exceeding the targets in any financial period does not mean that such targets will be met in future periods. Failure to meet any of these financial targets on a continuing basis may have a material adverse effect on the Issuer's business, results of operations and financial condition.

Issuer's quantitative targets	31 December 2024	30 June 2025	Target
Return on Equity	10%	7.8%[1]	>8%
Leverage ratio	5.1%	4.8%	>5%
Cost/Income Ratio	52%	55%[1]	<55%
CET1 ratio	28.9%	30.2%	>18%
Total Capital ratio	28.9%	30.2%	>20%
Net Interest Margin (NIM)	1.25%	1.12%	>1.25%
Net Stable Funding Ratio	145%	148%	>132%
Liquidity Coverage Ratio	197%	283%	>150%

Notes

[1] Adjusted for IFRIC 21

RISK MANAGEMENT

General

Professional and comprehensive risk management are an essential prerequisite for sustainable, profitable growth. The Argenta Group recognises this and views risk management as one of its core activities.

The risk management framework is regularly updated and adjusted on the basis of new regulations, daily experiences and changes in Argenta Group's activities, including changes resulting from sustainable choices made by Argenta Group entities (and which always tie in with Argenta Group's activities as a bank-insurer). Demonstrating that adequate risk management procedures are in place is a key condition for acquiring and retaining the trust of all stakeholders: customers, investors, branch managers (tied agents), supervisory authorities and rating agencies, as well as directors, managers and employees.

Risk management consists of managing risks, comprising the cycle of identifying, evaluating, managing and monitoring risks to which the Argenta Group or one of the Argenta Group entities can be exposed. This risk management is based on:

(a) a clearly described management strategy that is consistent with the overall corporate strategy of the Argenta Group (including the Issuer). The objectives and fundamentals of that strategy, the approved risk tolerance limits and the division of responsibilities between all the activities of the Argenta Group are established in charters and related documents;

(b) a Risk Appetite Framework ("**RAF**") that is strongly embedded in the business plan process cycle: filling in the risk appetite matrix, translation into proactive RAF targets, testing against the business plan iterations and, finally, risk assessment.

(c) a direct link that exists between the RAF risk indicators and, on the one hand, the International Capital Adequacy Assessment Process ("**ICAAP**") and the International Liquidity Adequacy Assessment Process ("**ILAAP**") for the Issuer and, on the other hand, the policy documents via the further translation into operational risk limits;

(d) a well-defined procedure for the decision-making process, including a hierarchy of limits and an escalation framework;

(e) written standards that effectively describe and classify by category the material risks to which the Argenta Group is exposed, and which specify the approved risk tolerance limits for each risk category. These standards implement Argenta Group's risk strategy, provide for control mechanisms and take into account the nature, scope and timing of the business activities, as well as the associated risks;

(f) reporting procedures and processes that ensure that the information on the risks to which Argenta Group (or any of its entities) is exposed and the effectiveness of the risk management system are actively monitored and analysed, and that appropriate changes are made to the system if necessary. This also includes processes (e.g. RAF - reporting and specific dashboards) for establishing any deterioration of the financial and non-financial risk conditions and for informing the relevant stakeholders, including the regulator, immediately when such a deterioration occurs; and

(g) co-ordination between the independent control functions Compliance, Risk Management, Actuarial function and Internal Audit, which are centrally organised at Argenta Group level.

Governance

The strategy and long-term policy of all entities within the Argenta Group are determined by the executive committee and board of directors of the Parent. The two main subsidiaries, the Issuer and its sister entity Aras, are responsible for the operational management within their own areas of competence as established in the Memorandum of Internal Governance.

The executive committees of the Issuer, Aras and the Parent are integrated, with a number of members in common: the Chief Executive Officer (CEO), the Chief Risk Officer (CRO) and Chief Delivery Officer (CDO). The Chief Technology Officer (CTO), and Chief Officer Retail, Chief Officer Affluent work for both the Issuer and Aras, but not for the Parent.

This unity of management highlights the importance of a commercial, risk and financial strategy that is harmonised group-wide, with an emphasis on the long-term relationship with both customers and the self-employed branch managers.

Group risk management takes place, in addition to the independent Internal Audit, Actuarial and Compliance control functions, mainly at Argenta Group level. The risk management function supervises and controls the first line in respect of risk management and provides supporting risk advice. This function is performed by the Risk & Validation department and the NFRM&SO (Non Financial Risk Management & Supervisory Office) department under the hierarchical responsibility and supervision of the CRO. Along with second-line control, risk model validation is one of the core activities of the Risk & Validation department.

Relevant risk management bodies and control functions are:

(a) The Group Risk Committee ("**GRC**") is responsible for discussing, monitoring and managing the various identified risks. The Group Risk Committee deals monthly with a number of themes, e.g. financial including capital risk, credit risk, model risk, non-financial risks including compliance risk, to achieve better coordination, monitoring, follow-up, awareness-raising, adjustment and policy preparation at the various risk levels;

(b) The Asset & Liability Committee ("**Alco**") is responsible for monitoring and managing the risks (interest, liquidity and investment portfolio) that impact the current and future profits and capital position with the exception of insurance risks which are managed by the Insurance Risk Committee;

(c) Alco is assisted by the Investment Committee ("**IO**"), the Hedging Committee ("**HO**"), the Covered Bond Expert Committee ("**CBEO**") and the Rating Committee ("**RO**");

(d) The Insurance Risk Committee ("**VRC**") is responsible for discussing, monitoring and managing the underwriting risks;

(e) The delivery committee selects, prioritises and follows-up the strategic change initiatives to ensure the on-time and on-budget realisation of the multi-year roadmap; and

(f) The Leadership Teams of the various business propositions monitor the implementation of the Product Approval and Review Process ("**PARP**"). For the non-retail products, in addition, under the supervision of the Alco, there is a PARP non retail.

Argenta Group operates as a bank-insurer and asset manager. As such it is exposed to various risks. The group risk management distinguishes amongst others between credit risk, market risk, liquidity risk, climate risk and operational risk. The risk management policy and attendant organisational structure are designed to ensure that the identified risks are always properly identified, analysed, measured, monitored and managed. For an overview of such risks, Noteholders are invited to consult the "*Risk Factors*" section of this Base Prospectus.

Liquidity risk management

Liquidity risk is the risk of loss, or of an adverse change in the financial situation, as a direct or indirect consequence of insufficient liquidity being available to meet financial obligations. This may be the result of:

(a) an unexpected prolongation of the outstanding receivables, e.g. a loan default;

(b) the risk, in the Bank Pool, of a greater portion of credit lines being drawn down or more savings deposits being withdrawn;

(c) the risk, in Aras, that payment obligations increase owing to a rising number of claim events, or early retirements or surrenders, as a result of which Aras is unable to meet its payment obligations;

(d) the risk that the necessary financing transactions cannot be undertaken (or can be undertaken only at disadvantageous conditions); and

(e) the risk that assets can be liquidated only at a severe mark-down, owing to a shortage of interested counterparties on the market.

The liquidity management and the liquidity risk management of the Bank Pool are centralised at the Issuer.

The Asset and Liability Committee ("**Alco**") monitors the liquidity indicators on a permanent basis. The management framework is clearly defined and detailed in the financial policy. First-line responsibility for the measuring, monitoring, checking and reporting of the liquidity risk lies with the Asset and Liability Management ("**ALM**") department. The second-line responsibility lies with the Risk department. The management of the liquidity position falls under the authority of the Treasury department.

For measuring, monitoring, checking and reporting on the liquidity risk, the Issuer has a specially adapted management information system ("**MIS**"), including a contingency plan, in order to be able to adequately manage its liquidity in both normal and exceptional circumstances. In addition to the extensive regulatory reporting, extensive internal reporting has also been developed. In this way, management and stakeholders are aware of the evolving situation.

The (intra)daily liquidity management, the definition of additional Early Warning Indicators ("**EWIs**"), operational limits or flashing lights, and the organisation of stress tests are included in the Liquidity Contingency Plan. Daily funding reports are distributed to a broad target group within the Issuer.

The liquidity risk appetite is managed in the Issuer's RAF by flashing light levels on three risk indicators, namely:

(a) The Liquidity Coverage Ratio ("**LCR**") tests the liquidity buffer against a pre-defined net outflow of financial liabilities over a 30 day period;

(b) The Net Stable Funding Ratio ("**NSFR**") compares available liquidity against required liquidity over at least one year; and

(c) The Asset Encumbrance Ratio ("**AER**") compares the amount of unencumbered assets with the volume of protected deposits;

In addition to the aforementioned RAF indicators, further EWIs, operational limits and flashing lights have been defined internally.

In 2015, the NBB established minimum thresholds, the height of which is a function of the importance of protected deposits within a bank's overall funding structure. As a category 2 bank, the Issuer is required to respect a minimum threshold of 90% (recovery plan) and 95% (flashing light) (total balance sheet Aspa solo/DGS eligible deposits) within the strict application of the AER.

As of 30 June 2025, the Issuer's consolidated LCR stood at 283%, and its NSFR was 148%.

As of 30 June 2025, the Issuer's AER within the strict application stood at 109% and at 114% within the broader application. The AER is only monitored on a non-consolidated basis.

The daily liquidity management, the definition of EWIs, and the organisation of stress tests are described in the Liquidity Contingency Plan.

Daily reports on the funding situation are distributed to a wide target audience, including all members of the Executive Committee. Discussion on the liquidity indicators is a fixed agenda item for the monthly Alco meeting. Overall, senior management is involved in liquidity management on a continuous basis.

Market risk management

Interest rate risk

The principal market risk is the Issuer's interest rate risk, which primarily results from changes in market prices on investments and liabilities, unexpected changes in investment yields and changes in the correlation between the interest rates of various financial instruments.

As a financial services group headed by a mixed financial holding, both the earnings and the capital position of the Argenta Group are subject to fluctuations caused by market risks. Interest rate fluctuations affect the return that the Argenta Group earns on fixed interest investments, and can also affect the value of the Argenta Group's investment portfolio. The professional management of these market risks (considering the specific strategic positioning of the Issuer as a savings bank), is mainly geared towards the judicious management of interest rate risk as the principal component of market risk.

The Alco is responsible for monitoring the interest rate risk. It carries specific responsibilities for monitoring the daily management of the financial position, on which it reports to the Executive Committee. It has a permanent remit to maintain both the income sensitivity of the Net Interest Income and the market-value sensitivity of equity within set limits.

In its risk measurement and management, the Alco takes into account the various components of the interest rate risk contained in the balance sheet of the Issuer. These include the repricing risk (risk from interest rate mismatch between assets and liabilities), the yield curve risk (risk from non-parallel movement of the interest rate curve), the option risk (risk from the implicit and explicit options on the balance sheet) and the basic risk (risk arising from the use of various reference indexes on the basis of which the asset and liabilities products are repriced).

This option risk set out above includes both the risk deriving from explicit options (interest rate caps, swaptions and interest rate swaps to hedge the interest rate risk) and implicit options (related to the mortgage loan portfolio). In the ALM department these risks are monitored and managed by means of scenario analysis.

In order to keep market sensitivity within the risk appetite approved by the Board of Directors for the Issuer and within the legal limits, endogenous and exogenous, ALM hedges are concluded. In endogenous hedging, the control is exercised via the duration of the asset and liability balance sheet items. Exogenous hedging involves using derivative instruments to manage the interest rate risk. This exogenous hedging serves to supplement the permanent aim of a maximally endogenous management of the balance sheet. The combination of endogenous and additional exogenous ALM hedging ensures that the Issuer's commercial strategy fits entirely within the approved RAF.

For strategic reasons, the Argenta Group intends to diversify its dependence on interest income and interest rate trends. For this reason, a greater emphasis is being placed on fee business, particularly the sale of off-balance sheet products, where the financial risk is borne by the client. The addition of fee business (or "Investments") as a key market sector, alongside "Savings and payments", "Loans" and "Insurance", diversifies the Issuer's income and improves its earnings quality.

Spread widening risk

The return on the investment portfolio is largely determined by the credit spread earned on the investments made. The evolution and fluctuations of the credit spread are often market driven and determined by factors other than those relating to the creditworthiness of the Issuer. These market risk factors induce spread widening risk.

Alongside the pure interest rate, they are the main driver of asset returns and the economic value of the investment portfolio.

The pursuit of a cautious investment policy, frequent monitoring of the fluctuations in the economic value of the investment portfolio and measuring the sensitivity of changes in credit spreads are therefore important pillars of healthy portfolio management.

The conduct of a sound investment policy is guided by a strict investment framework that determines, based on the creditworthiness of the Issuer, the permissible investment level and maximum maturity. This investment policy is shaped by a thorough analysis of the credit sectors and investment files and an active screening of market opportunities.

The evolution of the market value of the investment portfolio is monitored in the Alco. Credit spread sensitivity is calculated and monitored in the ICAAP and Own Risk & Solvency Assessment Process ("**ORSA**") framework and is reported in the Risk Appetite Framework ("**RAF**") of the Issuer. The credit quality of the investments is checked against asset quality limits defined in the RAF.

Equity risk

From a strategic allocation perspective, equities complement the existing bond and loan portfolios and are intended to optimise the risk return profile of the portfolio. Within the investment framework and subject to compliance with strict investment criteria, the Issuer has the possibility to take equity positions into its investment portfolio. The equity portfolio of the Issuer at 30 June 2025 was immaterial relative to the Issuer's own funds and balance sheet total.

Property risk

The evolution of real estate prices has an influence on lending to individuals and also influences the credit risk through the giving of property as collateral. As a mortgage provider, the Issuer owns a concentration in lending to private individuals in Belgium and the Netherlands, more particularly in the form of retail mortgage lending. This makes the Issuer dependent on developments in the housing market.

In addition, the investment framework allows a portfolio of indirect investment properties to be maintained. These are not investments in buildings but loans to counterparties operating in real estate, within the context of a cautious credit policy. Within this limited framework, loans are granted to real estate counterparties.

These real estate investments are managed within a rigorous risk management framework, including limits on investment types and concentration.

Currency risk

The Argenta Group only operates in the Benelux countries, holding investments that are exclusively denominated in euro, which explains the absence of currency risk. There is no intention to take positions in currencies other than euro in the near future.

Credit risk management

Credit risk is the risk of loss, or of adverse change in the financial situation, as a direct or indirect consequence of a decline in the creditworthiness of issuers (or guarantors) of securities, of counterparties and of debtors.

This risk arises in both traditional lending and in investment activities (other interest-bearing assets). It is linked to a large part to the Issuer's activities.

For the Issuer, there are essentially three segments of importance for credit risk: (i) the retail market and in particular the retail mortgage lending market (in both Belgium and the Netherlands), (ii) the investment portfolio, and (iii) the portfolio of loans to local and regional authorities and (selectively) to corporates. Credit risk management is therefore focused on these three segments.

In the retail segment, the Issuer's target group consists of individuals, families, self-employed persons and professionals having their usual place of residence in Belgium or the Netherlands and wishing to take out loans for mainly non-professional purposes.

The most important elements of risk management are the Acceptance and Authorisation Framework for granting of loans, including set limits for creditworthiness, monitoring procedures and a monthly follow-up of the credit risk indicators.

This governance is supported by the operation of the Group Risk Committee Financial Risks, reporting to the executive committee and to the Risk Committee of the board of directors.

The non-retail investment framework focuses on strong counterparty quality, with a focus on diversification into investments in companies, in indirect real estate and in positions in securities issued by or loans to local authorities and public sector entities.

The application and practical implementation of the investment policy is also supported by the Investment Committee, in which representatives of the Executive Committee (in the case of escalation), Treasury and Investment Management and the Credit Risk Analysis department in the first line, and Risk in the second line, discuss and decide on investment issues.

The internal investment framework establishes which bonds and which ratings may be considered for investment. The ratings of all fixed-income securities are then systematically monitored. If, after purchase, the rating of a bond

drops below the set minimum rating requirement, the bonds concerned will be discussed again by the Alco and the RO. The Alco, and consequently the Issuer's Executive Committee, must then make an explicit judgment on whether or not to maintain the position. The positions maintained are also reported to the Risk Committee of the board of directors.

The Issuer has opted, for its mortgage lending, subject to non-material exceptions, and for banking and corporate counterparties, to use internal ratings and to calculate its own capital requirements using the Internal Ratings Based (Foundation) method ("**IRB(F) method**"). This means that a risk category is assigned to each loan when granted. To this end, the Bank Pool has, where applicable, itself developed models. A distinction is made between models for the probability of default ("**PD**") and the loss given default ("**LGD**"). For the retail credit portfolios, for which an internal rating based system has been selected, a PD model, LGD model and ELBE model have been developed. Every month, the PD and LGD models are applied to the total mortgage loan portfolio in order to calculate the capital requirement for unforeseen losses. For banking and corporate counterparties, this is a Foundation Internal Ratings Based ("**FIRB**") approach, where only a PD model has been developed.

Climate risk management

Since the publication of the ECB's "Guide on climate-related and environmental risks – Supervisory expectations relating to risk management and disclosure", the Issuer has successfully implemented a climate risk strategy, an effective 3 lines of defence governance and a comprehensive risk management and monitoring framework. Climate risk is integrated in the bank and insurance risk dashboards and risk analyses with recurring reporting to the group risk committee, the ALCO, the VRC and the risk committee.

Non-financial risk management

In addition to liquidity risk, market risk, credit risk and climate risk, the risk cartography as to financial risks contains eight risk types, including but not limited to capital risk, business risk, model risk and underwriting risk (the latter solely for the insurance company).

All businesses carrying out activities of any kind have to contend with non-financial risks. Financial institutions and groups, such as the Argenta Group, are no exception.

The Argenta Group's activities depend on the ability to process a very large number of transactions efficiently, accurately and in accordance with internal policies and external legislation and regulations. Non-financial risks and losses result from inadequate or failed internal processes (such as processes not aligned with the legal requirements), human actions (including fraud and employee errors) and systems (such as system failure) or due to external events (such as natural disasters or malfunctions of external systems, including those of the Argenta Group's suppliers or counterparties). The impact may consist of financial loss and/or reputational and other non-financial impact.

The fairly limited number of products and services of the Issuer and Aras allows the non-financial risks to be kept limited. Although the Argenta Group has taken measures to control the risks and limit any losses, as well as earmarking substantial funds for the development of efficient procedures and staff training, it is impossible to implement procedures that allow the Argenta Group to exclude all these non-financial risks in a completely effective manner. Within the overall RAF these risks are obviously also managed in a structured way.

For the non-financial risks, various risk types are identified, in accordance with the risk cartography, more precisely it consists out of:

- Brand & sustainability risk;
- Compliance risk;
- Data management risk;
- Fraud risk;
- Human resources risk;
- Information security & cyber risk;

- IT risk;
- Legal & regulatory risk;
- Process risk;
- Resilience risk;
- Sourcing risk;
- Strategic & change risk.

To manage the exposure to these risks, Risk Appetite Statements (RAS) were defined for each risk type. These were further translated into risk profiles that are composed out of key risk indicators (with corresponding risk limits, RAF indicators, and operational indicators), in order to enable an adequate monitoring of all non-financial risks at company level. The above description forms the RAF. The risk profiles and their corresponding Risk Appetite Statements are annually reviewed.

In addition to the RAF reporting, a scenario analysis is conducted annually, whereby company-wide crisis scenarios with a potentially large financial impact for Argenta Group are determined. The possible impact of these scenarios are used for the calculation of required capital under ICAAP and ORSA.

In order to manage the risk exposure to non-financial risks, at least the following measures are applied and reported to the Group Risk Committee Non-Financial Risk (GRC NFR):

- RAF Reporting:

As mentioned above, non-financial risks are monitored through RAF reporting, which is submitted quarterly to the GRC NFR and Risk Committee on a quarterly basis.

- Reporting of Operational Losses:

Losses that result in impact on profit and loss are recorded in a loss database. These are categorized by department, activity, Basel risk category, and cause. The measurement process, data collection, and reporting of operational losses are carried out uniformly across Argenta Group's various entities. The loss reporting is submitted quarterly to the GRC NFR and reported in the CoRep.

- Follow up and reporting of actions and recommendations:

All 2nd, 3rd, 4th and 5th line actions and recommendations are followed up by 2nd and 3th line in the Pentana Action database. The open High(+) risks and Medium(+) risk overdues of these are also reported to the GRC NFR and Risk Committee. They are also incorporated within the RAF.

- Self Assessment (SA) and Annual Internal Control Report (ICJ):

Argenta Group, as an integrated bank-insurer, chooses to assess its banking and insurance activities jointly in terms of governance and internal control. Therefore, Argenta Group prepares a single report, namely the Annual Internal Control Report (ICJ). Approval by the Executive Committee of the assessment of the internal control system also serves as the declaration of senior management regarding the effectiveness of the governance system. In accordance with the relevant circulars, Argenta Group submits this report annually to the NBB, the ECB, and the statutory auditor.

Each department within the Argenta Group also formally evaluates its internal control maturity during this process. The maturity is determined by completing an internal control Self Assessment (SA). The result is a qualitative statement, objectively based on 8 topics, for which a best fitting statement is to be selected for each topic. Additionally, measures are to be formulated for lower-scoring topics.

- 2nd line investigation, monitoring and challenge of risk registers:

There is a yearly investigation on all departments by 2nd line Non-Financial Risk Management, in which the maturity, dynamics and design of the dynamic risk management are evaluated. This evaluation is based on a challenge of the risk registers and the ICJ/SA

The risk registers facilitate the first line for its identification and assessment of their main non-financial risks. It also defines mitigating measures, monitor them in accordance with the risk management cycle, and determine the key risks and the corresponding key controls, together with their effectiveness. The output provided by the risk registers is used as input for the risk based control planning of the 2nd line, as well as it is used by the 1st line for its ICJ.

In addition, the 2nd line performs several monitoring activities with a specific scope, to provide transversal reasonable assurance regarding the effectiveness of the key controls and first line monitoring.

MANAGEMENT AND SUPERVISORY BODIES

Introduction

The Belgian Banking Law puts a lot of emphasis on a solid and efficient organisation of credit institutions, and introduces 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 and risk policy, which is entrusted to the board of directors. In accordance with the Belgian Banking Law, the Issuer has an executive committee of which each member 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 fit and proper standards have been further elaborated by the NBB in a Circular of 18 September 2018 (Circular NBB_2018_25 / Suitability of directors, members of the management committee, responsible persons of independent control functions and senior managers of financial institutions). On 2 July 2021, the European Banking Authority (the "**EBA"**) and ESMA published their revised final joint Guidelines on the assessment of the suitability of members of the management body and key function holders, taking into account the amendments introduced by the revised Capital Requirements Directive (the "**CRD V**") and the Investment Firms Directive (the "**IFD**"), and their effect on the assessment of the suitability of members of the management body, in particular with regard to money laundering and financing terrorism risks, and gender diversity. These new guidelines have been transposed by the NBB by virtue of two Circulars of 16 November 2021 (Circular NBB_2021_27 / EBA Guidelines of 2 July 2021 on the assessment of the suitability of members of the management body and key function holders; Circular NBB_2021_28 / EBA Guidelines of 2 July 2021 on internal governance under Directive 2013/36/EU). These new guidelines have applied to competent authorities across the EU as well as to institutions (including the Issuer) on a solo and consolidated basis since 31 December 2021. On 11 October 2022, the NBB published its revised governance manual for the banking sector to reflect the entry into force of the Belgian Companies and Associations Code, the new guidelines of the EBA on sound governance, and the legal and regulatory developments that have occurred since 2018, which takes into account the changes by the new NBB circulars in the field of the fit and proper standards. The changes introduced by the revised governance manual entered into force on 11 October 2022 with immediate effect.

Although it is incumbent first and foremost upon the financial institutions themselves to select and retain the right people, the suitability assessment is part of the prudential supervision carried out by the NBB and, where applicable, the ECB.

Board of directors

The boards of directors of the companies of the Argenta Group have similar structures. They include in each case:

- the members of the executive committee of the company concerned (the executive directors);
- a number of independent directors; and
- a number of directors representing the family shareholder (together with the independent directors, the non-executive directors).

The number of directors for each board of directors should, preferably, not exceed fifteen.

Members of the board of directors must be natural persons.

In principle, directors' mandates are for six years and are renewable. The following age limits apply to directors:

- executive directors are legally required to resign on reaching the age of 65;
- non-executive directors resign automatically on reaching the age of 70 years;
- directors reaching the age limits may continue to exercise their mandates until a successor is appointed.

The board of directors are composed in such a way that none of the three groups (the directors representing the family shareholder, the independent directors and directors who are members of the Executive Committee) are in the majority, whereas the non-executive directors (being the directors representing the family shareholder together with the independent directors) are in the majority.

The independent directors are appointed in view of attracting competences in the core activities of the Argenta Group, being banking and insurance. Independent directors must demonstrate extensive experience in at least one of these core areas, in the course of former or current employment. They must meet all the requirements as stipulated in Article 7:87, §1 of the Belgian Companies and Associations Code (*Wetboek van Vennootschappen en Verenigingen/Code des Sociétés et des Associations*).

The boards of directors of the Parent, the Issuer and Aras have a number of independent directors. At least one independent director of the Issuer is not a director in Aras, and likewise.

On the date of this Base Prospectus, the board of directors of the Issuer consists of 15 directors, as listed below:

Name	Function	Expiry date of current term of office	External mandates (outside the Issuer)
Marc van Heel	Chairperson	General shareholders meeting of 2029	Chairperson of the board of directors of the Parent; and Chairperson of the board of directors of Argenta Assuranties NV.

Bart Van Rompuy	Non-executive director	General shareholders meeting of 2026	Director of Argenta Assuranties NV; Managing director of Investar NV; and Director of the Parent.
Baudouin Thomas	Independent director	General shareholders meeting of 2030	Director of Argenta Assuranties NV; Manager of BTH Consulting BV; Director of Tender Experts BV (as permanent representative of BTH Consulting BV); Director of Reimagine (as permanent representative of BTH Consulting BV); Director of the Parent; Director of Cigna Life Insurance Company of Europe; and Director of Cigna Europe Insurance Company.
Raf Vanderstichele	Independent director	General shareholders meeting of 2026	Director of the Parent; and Manager of Korora BV.
Cynthia Van Hulle	Non-executive director	General shareholders meeting of October 2026	Director of the Parent; Director of Argenta Assuranties NV; Director of Argenta Coöperatieve CV; Director of WDP NV; and Director of Miko NV.
Marie-Anne Haegeman	Non-executive director	General shareholders meeting of 2031	Director of the Parent; Director of Argenta Assuranties NV; and Director of Euroclear Bank NV.
Veerle Timmermans	Independent director	General shareholders meeting of 2030	Director of Groep Securex VZW (as permanent representative of 2 Times a Lady BV); and Manager of 2 Times a Lady BV.
Rudi Peeters	Non-executive director	General shareholders meeting of 2030	Director of the Parent; Director of Argenta Assuranties NV; Manager of Rudann BV;

			Director of Colruyt Group NV; and Director of Torfs Import Service NV.
Franciska Decuypere	Independent director	General shareholders meeting of 2031	Director of the Parent; and Director of Argenta Assuranties NV.
Peter Devlies	Executive director	General shareholders meeting of 2028	Director of the Parent; Director of Argenta Assuranties NV; and Chairperson of the board of directors of Argenta Asset Management S.A.
Gert Wauters	Executive director	General shareholders meeting of 2028	Director of the Parent; Director of Argenta Assuranties NV; and Director of Argenta Asset Management S.A.
Brigitte Buyle	Executive director	General shareholders meeting of 2028	Director of Argenta Assuranties NV.
Saskia Vercruyssen	Executive director	General shareholders meeting of 2031	Director of the Parent; and Director of Argenta Assuranties NV
Agnita Deweerdt	Executive director	General shareholders meeting of 2029	Director of Argenta Assuranties NV.
Sander Blommaert	Executive director	General shareholders meeting of 2029	Director of Argenta Assuranties NV.

The business address for the members of the board of directors is Belgiëlei 49-53, 2018 Antwerp, Belgium.

Executive committee

The executive committee of the Parent stipulates the limits within which the various companies of the Argenta Group can operate and exercise their responsibilities.

The executive committee of the Parent consists of a Chairperson of the Executive Committee (CEO), a Chief Data Officer (CDO) and a Chief Risk Officer (CRO). The executive committee of the Issuer currently consists of a Chairperson of the Executive committee (CEO), a Chief Risk Officer (CRO), a Chief Data Officer (CDO), Chief Technology Officer (CTO), a Chief Affluent Officer (CAO) and a Chief Officer Retail (COR). These six members are also part of, and exercise the same functions in, the executive committee of Aras. Policy decisions related to

corporate social responsibility (including economic, environmental and social impact) are monitored directly by the CEO.

The executive committees of the Parent, the Issuer and Aras are composed of executive directors with considerable banking and/or insurance experience, or a considerable training and/or experience in relation to bank management, as well as management skills.

The Issuer's executive committee consists of the following members:

Peter Devlies, CEO;
Sander Blommaert, COR;
Gert Wauters, CRO;
Agnita Deweerdt, COA;
Saskia Vercruyssen, CDO; and
Brigitte Buyle, CTO.

The business address for the members of the Executive Committee is Belgiëlei 49-53, 2018 Antwerp, Belgium.

Audit and risk committees

Argenta Group has separate audit and risk committees within the respective boards of directors of the Issuer and Aras. At the Issuer, both committees are chaired by an independent non-executive director not belonging to the board of directors of Aras.

The group level control functions of the Parent are overseen by the Issuer's Audit Committee and Risk Committee set up within its board of directors.

On the date of this Base Prospectus, the Issuer's audit committee consists of the following members:

Raf Vanderstichele (chairperson);
Rudi Peeters; and
Baudouin Thomas.

On the date of this Base Prospectus, the Issuer's risk committee consists of the following members:

Baudouin Thomas (chairperson);
Raf Vanderstichele;
Rudi Peeters; and
Veerle Timmermans.

Remuneration Committee and Nomination Committee

One Remuneration committee and one Nomination committee are active within the Argenta Group. These are set up within the board of directors of Argenta Group. Based on a waiver granted by the supervisory authority, they operate at group level. No separate nomination committees have been set up within the boards of directors of either the Issuer or Aras.

The Remuneration Committee is composed of a chairperson and two members and advises on the remuneration policy of the members of the board of directors, of those employees whose professional activities can have a material impact on the Argenta Group (the "**identified staff**") and on that of all other employees of the Argenta Group. It monitors the evolution of compensation within the Argenta Group, ensures that the remuneration policy promotes a solid risk culture and makes general recommendations to the board of directors. For this, it also

examines annually whether the remuneration of the employees and staff within the Argenta Group is in line with the remuneration policy.

The Nominations Committee is composed of a chairperson and two members and is tasked with assisting the boards of directors of the different companies of the Argenta Group, advising them on assuming their responsibilities and on taking the necessary decisions with regard to the composition, structure and functioning of the board and of the executive committee. For this, the Nominations Committee examines the performance of the Boards of directors and of the executive committees of the companies of the Argenta Group, as well as the performance of the individual members, and prepares the succession planning in the two bodies.

The Group Oversight Committee

The Argenta Group has a Group Oversight Committee at the level of the Parent. The committee is chaired by Baudouin Thomas.

On the date of this Base Prospectus, the Group Oversight Committee consists of the following members:

Franciska Decuypere (chairperson);
Marc van Heel; and
Bart Van Rompuy.

Banking Supervision

Introduction

The Issuer is a duly licensed Belgian credit institution, and is under the supervision of the National Bank of Belgium (the "**NBB**") for prudential matters, the Belgian Financial Services and Markets Authority (the "**FSMA**") with regard to conduct of business rules and financial market supervision, and the European Central Bank (the "**ECB**") acting as the supervisory authority for prudential supervision of significant financial institutions.

Supervision and regulatory framework

The regulatory framework relevant to the Issuer includes:

- The prudential requirements under Basel III, which have been implemented in the EU through the adoption of Regulation (EC) nr. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions ("**CRR**") and Directive 2013/36/EC 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 ("**CRD**", and together with the CRR, "**CRD IV**").

- Regulation (EC) nr. 1024/2013 of the Council of 15 October 2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions ("**Single Supervisory Mechanism**" or "**SSM**") conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions. Under the SSM, the ECB has assumed certain supervisory responsibilities in relation to the Issuer, which were previously handled by the NBB. The ECB may interpret the applicable banking regulations, or exercise discretions given to the regulator under the applicable banking regulations, in a different manner than the NBB.

- Regulation 806/2014 of the European Parliament and 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

the Council ("**Single Resolution Mechanism Regulation**" or "**SRMR**"). The Single Resolution Mechanism Regulation entered into force on 19 August 2014 and applies to credit institutions which fall under the supervision of the ECB (i.e., including the Issuer). The SRMR has established a Single Resolution Board ("**SRB**"), a resolution decision-making authority replacing national resolution authorities for resolution decisions with regard to significant credit institutions. Pursuant to the division of responsibilities introduced by the SRMR, the SRB is responsible as of 1 January 2016 for vetting resolution plans and deciding on the resolution of significant credit institutions that are failing or likely to fail, while the national resolution authorities are responsible for implementing the resolution actions decided by the SRB in accordance with national law. The Single Resolution Board will act in close cooperation with the European Commission, the European Central Bank and the national resolution authorities (including the resolution college of the NBB within the meaning of Article 21ter of the Act of 22 February 1998 establishing the organic statute of the National Bank of Belgium). The Single Resolution Board established by Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 together with the resolution college of the NBB, in accordance with the division of responsibilities set out in the SRMR, and/or any other authority entitled to exercise or participate in the exercise of the bail-in power from time to time (including the Council of the European Union and the European Commission when acting pursuant to Article 18 of the Single Resolution Mechanism Regulation) is hereinafter referred to as the "**Relevant Resolution Authority**". Moreover, the SRMR established a Single Resolution Fund ("**SRF**") which will be built up with contributions of the banking sector to provide funding support for the resolution of credit institutions. The overall aim of the SRMR is to ensure an orderly resolution of failing banks with minimal costs to taxpayers and the real economy.

- Directive 2014/59/EC 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, which provides for a framework for the recovery and resolution of credit institutions and investment firms ("**BRRD**"), implemented in Belgian law through the Belgian Banking Law. The aim of the BRRD is to provide supervisory and resolution authorities with common tools and powers to address banking crises pre-emptively in order to safeguard financial stability and minimise taxpayers' exposure to losses.

- 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.

- Furthermore, changes are also being made to the International Financial Reporting Standards ("**IFRS**").

On 27 October 2021, the European Commission adopted a review of the CRR and the CRD (the "**Banking Reform Package**") in order to ensure that European banks become more resilient to potential future economic shocks, while contributing to Europe's recovery from the COVID-19 pandemic and the transition to climate neutrality. The Banking Reform Package includes CRR III and CRD VI. Among the changes introduced by the CRR III proposal are new rules for the calculation of risked weighted assets for credit risk, market risk, credit valuation adjustment (CVA) risk, operational risk, and for the calculation of the leverage ratio, as well as the introduction of a so-called output floor, which sets a lower limit to the capital requirements that are produced by institutions' internal models calculated as a percentage of the own funds requirements that apply on the basis of standardised approaches. The CRD VI proposal introduces, among other things, new rules on the management of ESG risks by credit institutions.

In June 2024, the final texts of CRD VI and CRR III were published in the EU Official Journal. The CRR III rules apply from 1 January 2025, with a phase-in period during which the requirements will be gradually increased

through 2030 (and 2032 for certain requirements) and the CRD VI rules will now need to be transposed into national law by January 2026.

On 12 May 2024, Directive (EU) No 2024/1174 of the European Parliament and of the Council amending Directive (EU) No 2014/59 and Regulation (EU) No 806/2014 as regards certain aspects of the minimum requirement for own funds and eligible liabilities entered into force.

Belgian Banking Law

The Belgian Banking Law implements various European Directives and Regulations, including but not limited to CRD IV and BRRD, as well as various measures which have been introduced since the financial crisis.

The Issuer is required to meet certain capital and liquidity requirements under CRD IV. Such requirements have been gradually phased in and have an impact on the Issuer and its operations, as it imposes higher capital requirements. Any failure of the Issuer to maintain such increased capital and liquidity ratios could result in administrative actions or sanctions.

As set out above, in accordance with the Banking Reform Package, some further changes to the capital requirements rules, known as "CRD V" have been adopted. Under this package, the liquidity coverage ratio "LCR" and the net stable funding ratio "NSFR" will become binding. The LCR is defined as the unencumbered stock of high-quality liquid assets relative to the total net cash outflows over a 30 day time period. The NSFR is defined as the amount of available stable funding relative to the amount of required stable funding. These ratios must at all times be equal to or greater than 100%. As of 30 June 2025, the Issuer's LCR stood at 283%, and its NSFR was 148%.

The countercyclical capital buffer, which aims to protect the Issuer against future losses, while maintaining the extension of credit to the economy and avoiding the build-up of systemic risk, is determined on a quarterly basis by the NBB, based on indicators specified in the Belgian Banking Law. The NBB decided to set the countercyclical buffer percentage at 1% for Belgian counterparties. The countercyclical buffer for the Issuer is 1.46% in case all current countercyclical buffers already in place are added. The buffer is determined by the buffer rates introduced by each European designated authority and the relative exposures of the Issuer in each specific country. The Issuer will also be subject to a leverage ratio of 3% for institutions as a backstop measure alongside current risk-based regulatory capital requirements.

The Issuer's capital conservation buffer was phased in and amounts to 2.50% as from 1 January 2021. The capital conservation buffer is designed to ensure that banks build up capital buffers outside periods of stress which can be drawn down as losses are incurred.

Article 14 of the fourth Appendix of the Belgian Banking Law also allows the NBB to impose an additional capital buffer on domestic systemically important institutions, and which may be set at an amount up to 3% CET1. The NBB has made use of this option via the NBB regulation dated 10 November 2015, as ratified by royal decree of 27 November 2015. As from 1 January 2018, the Issuer has been subject to an additional capital buffer of 0.75%. Effective 1 January 2023, the NBB regulation dated 10 November 2015 was revoked and replaced by the new NBB regulation dated 12 April 2022, ratified by royal decree of 10 November 2022. However, the additional capital buffer applicable to the Issuer under the new NBB regulation has remained at 0.75%.

The Issuer's pillar 2 requirement (P2R) under the Supervisory Review and Evaluation Process (SREP) currently amounts to 1.50%.

The NBB has implemented a sectoral systemic risk buffer (SyRB) as a macroprudential measure targeting credit institutions with exposures to the Belgian residential real estate market, specifically those applying the Internal Ratings-Based (IRB) approach for calculating risk-weighted assets. The measure is introduced on the basis of Article 133 of the Capital Requirements Directive (CRD), which allows national authorities to impose a SyRB to

address systemic or macroprudential risks not covered by the existing capital requirements. This requirement is currently 0.91%.

European resolution regime

The BRRD and the SRMR grant powers to resolution authorities that include (but are not limited to) a statutory "write-down and conversion power" in relation to Tier 1 capital instruments and Tier 2 capital instruments (including the Subordinated Notes) and a "bail-in" power in relation to eligible liabilities (as defined in Article 2(1)(71) BRRD (transposed into Article 242, 10° of the Belgian Banking Law), i.e., the liabilities and capital instruments that do not qualify as common equity tier 1, additional tier 1 capital instruments or tier 2 capital instruments and that are not excluded from the scope of the bail-in power by virtue of Article 44(2) BRRD, which includes the Senior Notes). These powers allow the Relevant Resolution Authority to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities (potentially including the Notes) of a failing financial institution and/or to convert certain debt claims (which could be the Notes) into another instrument of ownership, including ordinary shares of the Issuer, if any. The "write down and conversion" and "bail-in" powers are part of a broader set of resolution powers provided to the resolution authorities under the BRRD and the SRMR in relation to distressed credit institutions and investment firms. These resolution tools include the ability for the resolution authorities to force, in certain circumstances of distress, the sale of a credit institution's business or its critical functions, the separation of assets, the replacement or substitution of the credit institution as obligor in respect of debt instruments, modifications to the terms of debt instruments (including amending the maturity date, any interest payment date or the amount of interest payable and/or imposing a temporary suspension of payments) and/or discontinue the listing and admission to trading of debt instruments issued by the credit institution.

The Belgian Banking Law has transposed the BRRD into Belgian law. Please see below for a description of the Belgian bank recovery and resolution regime.

Belgian Bank Recovery and Resolution regime

Under the Belgian bank recovery and resolution regime, the supervisory authorities are able to take a number of measures (*herstelmaatregelen/mesures de redressement*) in respect of any credit institution it supervises if deficiencies in such credit institution's operations are not adequately remedied. In case these measures are not complied with by the credit institution, or if the credit institution's situation has not improved after implementation of such measures, the supervisory authorities can take exceptional measures (*uitzonderlijke herstelmaatregelen/mesures de redressement exceptionnelles*). Such measures include: the appointment of a special commissioner whose consent is required for all or some of the decisions taken by the institution's corporate bodies; the imposition of additional requirements in terms of solvency, liquidity, risk concentration and the imposition of other limitations; requesting limitations on variable remuneration; the complete or partial suspension or prohibition of the institution's activities; the requirement to transfer all or part of the institution's participations in other companies; replacing the institution's directors or managers; and revocation of the institution's license, the right to impose the reservation of distributable profits, or the suspension of discretionary payments or interest payments to holders of additional tier 1 capital instruments.

Furthermore, the Relevant Resolution Authority can impose specific measures on an important financial institution (including the Issuer, and whether systemic or not) when the Relevant Resolution Authority is of the opinion that (a) such financial institution has an unsuitable risk profile or (b) the policy of the financial institution can have a negative impact on the stability of the financial system.

The Belgian Banking Law and the SRMR allow the Relevant Resolution Authority to take resolution actions (please see the paragraph on European Resolution Regime above). Such powers include the power to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" (an entity created for that purpose which is wholly or partially in public control), (iii) separate assets by transferring impaired or problem assets to a bridge institution or one or more asset management vehicles to allow them to be managed

with a view to maximising their value through eventual sale or orderly wind-down and (iv) apply the bail-in power. The bail-in power allows the Relevant Resolution Authority to decide to write down or convert into shares or other proprietary instruments all or part of a credit institution's eligible liabilities, as defined above, in order to (i) recapitalise the credit institution to the extent sufficient to restore its ability to comply with its licensing conditions and to continue to carry out the activities for which it is licensed and to sustain sufficient market confidence in the institution, or (ii) convert or reduce the principal amount of debt instruments that are transferred to a bridge institution with a view to providing capital for that bridge institution or as part of a sale of the business or transfer of assets.

The Relevant Resolution Authority must write down or convert all Tier 1 Capital instruments and Tier 2 Capital instruments (including the Subordinated Notes) at the institution's point of non-viability (i.e., the point at which the relevant authority determines that the institution meets the conditions for resolution or would cease to be viable (within the meaning of Article 251 of the Belgian Banking Law) if those capital instruments were not written down or converted or at least together with, the application of any resolution tool (including the exercises of the bail-in powers)) and in other limited circumstances set out in Article 250 of the Belgian Banking Law.

In addition, all Tier 1 Capital instruments and the Tier 2 Capital instruments (including the Subordinated Notes) must be written down or converted before, or at least together with, the application of any resolution tool as set out above (including the exercise of the bail-in powers) if deemed necessary in order to avoid the institution or group becoming non-viable. Accordingly, the Subordinated Notes would in any event be written-down or converted at the latest at the same time with any bail-in of senior debt claims (such as the Senior Notes) and possibly before, if deemed necessary in order to avoid that the institution becomes non-viable. See also risk factor "*Holders of Subordinated Notes will be required to absorb losses in the event the Issuer becomes non-viable or if the conditions for the exercise of resolution powers are met*".

When applying the bail-in tool, the Relevant Resolution Authority takes one or both of the following actions in respect of shareholders and holders of other proprietary instruments:

1. cancel existing shares or other proprietary instruments or transfer them to bailed-in creditors;

2. provided that the institution under resolution has a positive net value, dilute existing shareholders and holders of other proprietary instruments as a result of the conversion into shares or other proprietary instruments of relevant capital instruments issued by the institution pursuant to the Resolution Authority's conversion power or eligible liabilities issued by the institution under resolution. Such conversion shall be conducted at a rate of conversion that severely dilutes existing holdings of shares or other proprietary instruments.

For the purposes of the Relevant Resolution Authority's bail-in powers, credit institutions must at all times meet robust minimum requirements for own funds and eligible liabilities ("**MREL**") so that there is sufficient capital and liabilities available to recapitalise failing credit institutions.

As at 30 June 2025, the MREL ratio was reported in terms of Leverage Ratio Exposure ("**LRE**") and amounted to 8.27%. The MREL requirement in terms of LRE, set by the Single Resolution Board, decreased from 7.78% to 6.60% and must be achieved with subordinated instruments only.

Pursuant to Article 267/5, §1 Belgian Banking Law, eligible liabilities shall be included in the amount of own funds and eligible liabilities if they satisfy the conditions set out in Article 72a, 72b (except §2(d)) and 72c of the CRR.

The draft technical standards on the criteria for determining the minimum requirement for own funds and eligible liabilities currently do not provide details on the implications of a failure by an institution to comply with its MREL requirements. However, if the approach set out by the Financial Stability Board ("**FSB**") in respect of the Total Loss-Absorbing Capacity ("**TLAC**") for Global Systemically Important banks ("**G-SIBs**") is adopted in respect of MREL, there is a possibility that a failure by an institution to comply with MREL could be treated in

the same manner as a failure to meet minimum regulatory capital requirements. Accordingly, a failure by the Issuer to comply with its MREL requirement may have a material adverse effect on the Issuer's business, financial conditions and results of operations. The Issuer is not a G-SIB as defined under term sheet published by the FSB on 9 November 2015 (the "**FSB TLAC Term Sheet**") and is therefore currently not subject to the FSB TLAC Term Sheet.

As indicated above, the Banking Reform Package has been adopted and amends the BRRD. This reform package introduces the concepts "resolution entity" and "resolution group" and also allows authorities to suspend certain contractual obligations of institutions and entities for a maximum of two days.

The legal basis for any resolution decisions taken by the SRB is the SRMR, which mirrors certain provisions of the BRRD. Hence, any reference in this Base Prospectus to the provisions of the Belgian Banking Law implementing the BRRD must be read as also referring to the corresponding provisions in the SRMR where the Relevant Resolution Authority is the SRB.

Conflicts of interest

The Issuer confirms that there are no potential conflicts of interests between any duties to the Issuer of the members of the board of directors and/or the executive committee, and their private interests.

The Issuer further confirms that there are no potential conflicts of interests that are material to the issuance of the Notes, between any of the members of the board of directors and/or the executive committee, and their duties pursuant to the issuance of the Notes.

The Argenta Group has a conflict of interest policy in place, which can be consulted on the website of the Issuer, www.argenta.be.

GOVERNMENTAL, LEGAL AND ARBITRATION PROCEEDINGS

There are no governmental, legal and arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve months preceding the date of this Base Prospectus which may have, or have had in the recent past significant effects on the Issuer's and/or the Argenta Group's financial position or profitability.

TREND INFORMATION

Material adverse changes

There has been no material adverse change in the prospects of the Issuer since 31 December 2024 (the date of its latest published audited financial statements).

Known trends, uncertainties, demands, commitments or events

Economic growth in the Eurozone remained subdued in the first half of 2025, with GDP expanding by just 0.1% quarter-on-quarter in the second quarter of 2025, down from 0.6% in the first quarter of 2025. Household spending continued to provide modest support, but falling exports and declining investment—particularly in Germany—acted as a drag on overall growth. Elevated geopolitical tensions, including the ongoing war in Ukraine and renewed trade frictions with the U.S., continue to cloud the outlook. Defense and infrastructure investments on the other hand are expected to support growth in the upcoming years. Headline inflation edged up slightly to 2.1% year-on-year in August 2025 while core inflation held steady at 2.3%, with services prices remaining sticky. Despite economic headwinds, the Eurozone labour market remains resilient and unemployment remains near record lows, supporting wage growth and household consumption.

Following a cumulative 450 basis point tightening cycle between July 2022 and September 2023, the ECB began easing policy in mid-2024. The deposit rate now stands at 2.0%, and while further cuts were anticipated earlier in the year, the ECB has recently signaled caution amid persistent inflation and global uncertainty. The shift in monetary policy and easing inflation have helped ease longer-term interest rates, though expectations for additional rate cuts have moderated.

MATERIAL CONTRACTS

There are no material contracts that are not entered into in the ordinary course of the Issuer's business, which could result in any member of Argenta Group (including the Issuer) being under an obligation or entitlement that is material to the Issuer's ability to meet its obligation to Noteholders in respect of the Notes being issued.

COMMON REPORTING STANDARD – EXCHANGE OF INFORMATION

Following recent international developments, the exchange of information is governed by the Common Reporting Standard ("**CRS**"). As of 13 March 2025, the total of jurisdictions that have signed the multilateral competent authority agreement ("**MCAA**") amounted to 126. The MCAA 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 include 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 2014/107/EU on administrative cooperation in direct taxation ("**DAC2**"), which provides for mandatory automatic exchange of financial information as foreseen in CRS. DAC2 amends the previous Directive on administrative cooperation in direct taxation, Directive 2011/16/EU and replaces the EC Council Directive 2003/48EC on the taxation of savings income (commonly referred to as the "**Savings Directive**") as from 1 January 2016. Austria has been nonetheless allowed to exchange information under DAC2 as from 1 January 2017.

On 27 May 2015, Switzerland signed an agreement with the European Union in order to implement, as from 1 January 2017, an automatic exchange of information based on the CRS. This new agreement replaces the agreement on the taxation of savings that entered into force in 2005. As of 1 January 2017, financial institutions in the EU and Switzerland apply the due diligence procedures envisaged under the new agreement to identify customers who are reportable persons, i.e., for Switzerland residents of any EU Member State. This data was exchanged for the first time in autumn 2018.

The Belgian government has implemented DAC2, respectively the CRS pursuant to the law of 16 December 2015 on 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 of 16 December 2015**").

As a result of the Law of 16 December 2015, the mandatory automatic exchange of information applies in Belgium (i) as of income year 2016 (first information exchange in 2017) towards the EU Member States (including Austria, irrespective of the fact that the automatic exchange of information by Austria towards other EU Member States is only foreseen as of income year 2017), (ii) as of income year 2014 (first information exchange in 2016) towards the US and (iii), with respect to any other non-EU States that have signed the MCAA, as of the respective date determined by Royal Decree.

In a Belgian Royal Decree of 14 June 2017, it has been provided that the mandatory automatic exchange applies (i) as of income year 2016 (first information exchange in 2017) for a first list of 18 countries, (ii) as of income year 2017 (first information exchange in 2018) for a second list of 44 countries, (iii) as of income year 2018 (first information exchange in 2019) for a third list of 1 country, (iv) as of income year 2019 (first information exchange in 2020) for a fourth list of 6 countries, (v) as from 2023 (for financial year 2022) for a fifth list of two jurisdictions, (vi) as from 2024 (for financial year 2023) for a sixth list of 4 jurisdictions and (vii) as from 2025 (for financial year 2024) for a seventh list of 2 jurisdictions.

Investors who are in any doubt as to their position should consult their professional advisers.

THE PROPOSED EU FINANCIAL TRANSACTION TAX

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common financial transaction tax ("**FTT**") in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (each a "**participating Member State**"). However, Estonia has since stated that it will not participate.

The Commission's Proposal 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 since the FTT should not apply to (inter alia) 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.

Under the Commission's Proposal the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Notes where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

In 2019, Finance Ministers of the States participating in the enhanced cooperation indicated that they were discussing a new FTT proposal based on the French model of the tax and the possible mutualization of the tax as a contribution to the EU budget.

According to the latest draft of this new FTT proposal (submitted by the German government), the FTT would be levied at a rate of at least 0.2 per cent. of the consideration for the acquisition of ownership of shares (including ordinary and any preference shares) admitted to trading on a trading venue or a similar third country venue, or of other securities equivalent to such shares ("**Financial Instruments**") or similar transactions (e.g. an acquisition of Financial Instruments by means of an exchange of Financial Instruments or by means of a physical settlement of a derivative). The FTT would be payable to the Participating Member State in whose territory the issuer of a Financial Instrument has established its registered office. According to the latest draft of the new FTT proposal, the FTT would not apply to straight notes.

The FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU 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 any event, the European Commission declared that, if there is no agreement between the participating Member States by the end 2022, it will endeavour to propose a new own resource, based on a new FTT, by June 2024 in view of its introduction by 1 January 2026. The European Commission has, however, not published any proposals so far.

Prospective holders of Notes are advised to seek their own professional advice in relation to the FTT.

BELGIAN TAXATION ON THE NOTES

The following is an overview of the main Belgian tax consequences of acquiring, holding, redeeming and/or disposing of the Notes. It is restricted to the matters of Belgian taxation stated herein and is intended neither as tax advice nor as a comprehensive description of all Belgian tax consequences associated with or resulting from any of the aforementioned transactions. Prospective investors are urged to consult their own tax advisors concerning the detailed and overall tax consequences of acquiring, holding, redeeming and/or disposing of the Notes, including under the laws of their countries of citizenship, residence, ordinary residence or domicile.

The overview provided below is based on the information provided in this Base Prospectus and on Belgium's tax laws, regulations, resolutions and other public rules with legal effect, and the interpretation thereof under published case law, all as in effect on the date of this Base Prospectus and with the exception of subsequent amendments with retroactive effect. Investors should appreciate that, as a result of changing law or practice, the tax consequences may be otherwise than as stated below. Prospective investors should be aware that tax laws of the investor's own tax jurisdiction and of the Issuer's Member State of incorporation might have an impact on the income received from the Notes. Without any prejudice to the foregoing, we note that the Belgian federal government has announced several tax measures which may potentially impact the tax overview set out below. By way of example (but in no way exhaustive), the government agreed on the introduction of a 10% tax on capital gains on financial assets realised by Belgian tax resident individuals and entities subject to the Belgian legal entities tax.

For the purpose of the summary below, a Belgian resident is, (a) an individual subject to Belgian personal income tax (personenbelasting/impôt des personnes physiques) (i.e. an individual who has his domicile in Belgium or has his seat of wealth in Belgium, or a person assimilated to a Belgian resident), (b) a legal entity subject to Belgian corporate income tax (vennootschapsbelasting/impôt des sociétés) (i.e. a company that has its main establishment, its administrative seat or its seat of management in Belgium) (A company having its registered seat in Belgium shall be presumed, unless the contrary is proved, to have its principal establishment, administrative seat or effective place of management in Belgium), (c) an Organisation for Financing Pensions subject to Belgian corporate income tax (vennootschapsbelasting/impôt des sociétés) (i.e., a Belgian pension fund incorporated under the form of an Organisation for Financing Pensions) or (d) a legal entity subject to Belgian legal entities tax (rechtspersonenbelasting/impôt des personnes morales) (i.e. an entity other than a legal entity subject to corporate income tax having its main establishment, its administrative seat or its seat of management in Belgium). A non-resident is a person who is not a Belgian resident.

1. Belgian Withholding Tax

All payments by or on behalf of the Issuer of interest on the Notes are in principle subject to Belgian withholding tax on the gross amount of the interest, currently at the rate of 30%. Both Belgian domestic tax law and applicable tax treaties may provide for lower or zero rates subject to certain conditions and formalities.

In this regard, "interest" means (i) the periodic interest income, (ii) any amount paid by or on behalf of the Issuer in excess of the issue price (upon full or partial redemption whether or not on the maturity date) and, (iii) if the Notes qualify as "fixed income securities" (in the meaning of Article 2, §1, 8° Belgian Income Tax Code of 1992 (*wetboek van de inkomenstenbelastingen 1992/code des impôts sur les revenus 1992*, the "**BITC 1992**")), in case of a realisation of Notes between two interest payment dates to any third party, excluding the Issuer, the pro rata of accrued interest corresponding to the detention period. "Fixed income securities" are defined as bonds, specific debt certificates issued by banks (*kasbon/bon de caisse*) and other similar securities, including securities where income is capitalised or securities which do not generate a periodic payment of income but are issued with a discount corresponding to the capitalised interest up to the maturity date of the security.

However, payments of interest and principal under the Notes by or on behalf of the Issuer may be made without deduction or withholding of Belgian withholding tax in respect of the Notes if and as long as at

the moment of payment or attribution of interest they are held by certain eligible investors (the "**Eligible Investors**", see hereinafter) in an exempt securities account (an "**X Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the Securities Settlement System operated by the NBB. Certain banks, stockbrokers, Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, and OeKB are directly or indirectly Participants for this purpose.

Holding the Notes through the Securities Settlement System enables Eligible Investors to receive gross interest income on their Notes and to transfer Notes on a gross basis.

Participants to the Securities Settlement system must enter the Notes which they hold on behalf of Eligible Investors in an X Account. Payments of interest made through an X Account are free of Belgian withholding tax.

Eligible Investors are those listed 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*) which include, *inter alia*:

(i) Belgian companies subject to Belgian corporate income tax as referred to in Article 2, §1, 5°, b) of the BITC 1992);

(ii) institutions, associations or companies specified in Article 2, §3 of the law of 9 July 1975 on the control of insurance companies other than those referred to in (i) and (iii) subject to the application of Article 262, 1° and 5° of the BITC1992;

(iii) state regulated institutions (*parastatale instellingen/organismes paraétatiques*) for social security, or institutions which are assimilated therewith, provided for in Article 105, 2º of the royal decree implementing the BITC 1992 (*koninklijk besluit tot invoering van het wetboek inkomstenbelastingen 1992/arrêté royal d'exécution du code des impôts sur les revenus 1992*, the "**RD/BITC 1992**");

(iv) non-resident savers provided for in Article 105, 5º of the RD/BITC 1992 who do not hold the Notes in connection with a professional activity conducted in Belgium;

(v) investment funds, recognised in the framework of pension savings, provided for in Article 115 of the RD/BITC 1992;

(vi) taxpayers provided for in Article 227, 2º of the BITC 1992 which have used the income generating capital for the exercise of their professional activities in Belgium and which are subject to non-resident income tax pursuant to Article 233 of the BITC 1992;

(vii) the Belgian State in respect of investments which are exempt from withholding tax in accordance with Article 265 of the BITC 1992;

(viii) collective investment funds governed by foreign law which are an indivisible estate managed by a management company for the account of the participants, provided the fund units are not offered publicly in Belgium or traded in Belgium; and

(ix) Belgian resident corporations, not provided for under (i) above, when their activities exclusively or principally consist of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident investors who are individuals or non-profit making organisations, other than those mentioned under (ii) and (iii) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer for a precise description of the relevant eligibility rules.

Upon the opening of an X Account for the holding of Notes, an Eligible Investor is required to provide the Participant to the Securities Settlement System where this account is kept with a statement of its eligible status on a form approved by the Belgian Minister of Finance. There are no ongoing declaration requirements for Eligible Investors save that they need to inform the Participants of any changes to the information contained in the statement of their tax eligible status.

Participants are required to annually provide the NBB with declarations as to the eligible status of each investor for whom they have held 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. The 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 in central securities depositaries as defined in Article 2, first paragraph, (1) of the Regulation (EU) N° 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 98/26/EC and 2014/65/EU and Regulation (EU) No 236/2012 ("**CSD**") acting as Participants to the Securities Settlement System (each, a "**NBB-CSD**"), provided that the relevant NBB-CSD only holds X Accounts and that they are able to identify the Noteholders for whom they hold Notes in such account. For the identification requirements not to apply, it is furthermore required that the contracts which were concluded by the relevant NBB-CSD as Participants include the commitment that all their clients, holder of an account, are Eligible Investors.

Hence, these identification requirements do not apply to Notes held in Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB or any other NBB-CSD, 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 NBB-CSDs include the contractual undertaking that their clients, holders of accounts, are all Eligible Investors. The Eligible Investors will need to confirm their status as Eligible Investors in the account agreement to be concluded with Euroclear Bank, Clearstream Frankfurt, SIX SIS, Euronext Securities Milan, Euroclear France, Euronext Securities Porto, Iberclear, OeKB or any other NBB-CSD.

In accordance with the Securities Settlement System, a Noteholder who is withdrawing Notes from an X Account will, following the payment of interest on those Notes, be entitled to claim an indemnity from the Belgian tax authorities of an amount equal to the withholding on the interest payable on the Notes from the last preceding Interest Payment Date until the date of withdrawal of the Notes from the Securities Settlement System. As a condition of acceptance of the Notes into the Securities Settlement System, the Noteholders waive the right to claim such indemnity.

2. Belgian income tax

2.1 Belgian resident individuals

The Notes may only be held by Eligible Investors. Consequently, the Notes may not be held by Belgian resident individuals as they do not qualify as Eligible Investors.

2.2 Belgian resident companies

Interest attributed or paid to corporations which are Belgian residents for tax purposes, i.e. which are subject to Belgian corporate income tax (*vennootschapsbelasting/impôt des sociétés*), as well as capital gains realised upon the disposal of Notes are taxable at the ordinary corporate income tax rate of in principle 25%. Subject to certain conditions, a reduced corporate income tax rate of 20% applies to the first tranche of EUR 100,000 of taxable income of qualifying small companies as defined by Article 1:24, §1 to §6 of the Belgian Companies and Associations Code).

The withholding tax, if any, retained by or on behalf of the Issuer will, subject to certain conditions, be creditable against any corporate income tax due and any excess amount will in principle be refundable, all in accordance with the applicable legal provisions. Capital losses realised upon the disposal of the Notes are in principle tax deductible.

Other tax rules apply to companies subject to a special tax regime, such as investment companies within the meaning of Article 185*bis* of the BITC 1992.

2.3 Belgian legal entities

The Notes may only be held by Eligible Investors. Consequently, the Notes may not be held by Belgian legal entities subject to Belgian legal entities tax (*rechtspersonenbelasting/impôts des personnes morales*) which do not qualify as Eligible Investors.

Belgian legal entities which qualify as Eligible Investors and which consequently have received gross interest income are required (if such entities cannot invoke a final withholding tax exemption) to declare and pay the 30% withholding tax to the Belgian tax authorities (which withholding tax then generally also constitutes the final taxation in the hands of the relevant investors).

Capital gains realised on the sale of the Notes are currently in principle tax exempt, unless the capital gains qualify as interest (as defined in section 1 entitled "Belgian Withholding Tax"). Capital losses are in principle not tax deductible. However, the Belgian government has agreed to introduce a 10% capital gains tax on financial assets from 1 January 2026 onwards. Based on draft texts currently available, this capital gains tax will also be due by legal entities subject to Belgian legal entities tax, except entities that are entitled to receive tax-deductible gifts.

2.4 Organisations for Financing Pensions

Interest and capital gains derived by Organisations for Financing Pensions in the meaning of the Law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision, 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.

2.5 Belgian non-residents

Noteholders who are not residents of Belgium for Belgian tax purposes and who are not holding the Notes through a permanent establishment in Belgium and who do not invest in the Notes in the context of their Belgian professional activity will in principle not become liable for any Belgian tax on income or capital gains by reason only of the acquisition, ownership, redemption or disposal of the Notes, provided that they qualify as Eligible Investors and that they hold their Notes in an X Account.

Non-residents who use the Notes to exercise a professional activity in Belgium through a permanent establishment are in principle subject to the same tax rules as the Belgian resident companies (see above).

3. Tax on stock exchange transactions

A tax on stock exchange transactions (*taks op de beursverrichtingen/taxe sur les opérations de bourse*) will be levied on the acquisition and disposal for consideration of Notes on the secondary market if (i) entered into or carried out in Belgium through a professional intermediary or (ii) deemed to be entered into or 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 private individuals with habitual residence (*gewone verblijfplaats/résidence habituelle*) in Belgium, or legal entities for the account of their seat or establishment in Belgium (both referred to as a "**Belgian Investor**").

The tax is due at a rate of 0.12 per cent. on each acquisition and disposal separately, with a maximum amount of 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. The acquisition of the Notes upon their issuance (primary market) is not subject to the tax on stock exchange transactions.

If the intermediary is established outside of Belgium, the tax on the stock exchange transactions will in principle be due by the Belgian Investor, unless the Belgian Investor can demonstrate that the tax on the stock exchange transactions has already been paid by the professional intermediary established outside of Belgium. In the latter 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 on which the relevant transaction was realized. The qualifying order statements must be numbered in series and duplicates must be retained by the financial intermediary. A duplicate can be replaced by a qualifying agent day-to-day listing, numbered in series. Professional intermediaries established outside Belgium could however appoint a stock exchange tax representative in Belgium, subject to certain conditions and formalities ("**Stock Exchange Tax Representative**"). In such case the Stock Exchange Tax Representative would then be liable towards the Belgian Treasury to pay the tax on stock exchange transactions and to comply with the reporting obligations in that respect. If such Stock Exchange Tax Representative has paid the tax on stock exchange transactions, the Belgian Investor will, as per the above, no longer be required to pay the tax on stock exchange transactions.

The tax referred to above will not be payable by exempt persons acting for their own account including investors who are not Belgian residents, provided they deliver an affidavit 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 duties and taxes (*Wetboek diverse rechten en taksen/Code des droits et taxes divers*).

As stated above, on 14 February 2013, the European Commission published a proposal for a Directive for a common FTT. The proposal 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 2006/112/EC of 28 November 2006 on the common system of value added tax). For Belgium, the tax on stock exchange transactions should thus be abolished once the FTT enters into force.

4. Annual tax on securities accounts

An annual tax on securities accounts (*jaarlijkse taks op de effectenrekening/taxe annuelle sur les comptes-titres*) (the **Annual Tax on Securities Accounts**) 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-resident individuals, companies and legal entities with a financial intermediary in

Belgium. Belgian establishments from Belgian non-residents are however treated as Belgian residents for purposes of the Annual Tax on Securities Accounts so that both Belgian and foreign securities accounts fall within the scope of this tax. Note that pursuant to certain double tax treaties, Belgium has no right to tax capital. Hence, to the extent the Annual Tax on Securities Accounts is viewed as a tax on capital within the meaning of these double tax treaties, treaty protection may, subject to certain conditions, be claimed. However, the Annual Tax on Securities Accounts is 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.

Each securities account is assessed separately. When multiple holders hold a securities account, each holder is jointly and severally liable for the payment of the tax and each holder may fulfil the declaration requirements for all holders.

The applicable tax rate is equal to the lowest amount of either 0.15% of the average value of the financial instruments held on the account or 10% of the difference between the average value of the financial instruments 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 reference points in time.

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 BITC 1992, (iii) a credit institution or a stockbroking firm as previously defined by Article 1, §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and investment companies (currently defined by, respectively, Article 1, §3 of the Law of 25 April 2014 on the status and supervision of credit institutions and Article 2 of the Law of 20 July 2022 on the status and supervision of stockbroking firms) and (vi) the investment companies as defined by Article 3, §1 of the 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 reporting obligations (e.g. when a Belgian resident holds a securities account abroad with an average value higher than EUR 1,000,000), he must submit the tax return for the Annual Tax on Securities Accounts at the latest on the 15th of July of the year following the end of the reference period. In the latter case, the Annual Tax on Securities Accounts must be paid by the taxpayer on 31 August of the year following the end of the reference period at the latest.

On 17 July 2025, legislative changes were enacted introducing new rebuttable anti-abuse provisions (next to the general anti-abuse provision). In particular, a "conversion" and a "transfer" of taxable financial instruments will not be opposable to the administration unless the holder can demonstrate that these transactions are primarily justified by reasons other than tax avoidance. These new anti-abuse provisions have come into effect on 29 July 2025.

Investors should consult their own tax advisers in relation to this Annual Tax on Securities Accounts.

LUXEMBOURG TAXATION ON THE NOTES

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(i) Non-resident Noteholders

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders.

(ii) Resident Noteholders

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident Noteholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of currently 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of currently 20%.

FATCA WITHHOLDING

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, 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, proposed regulations have been issued that provide that 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. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under "Terms and Conditions of the Notes—Further Issues") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders 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

Pursuant to an amended and restated Dealer Agreement dated on or about 17 October 2025 (the "**Dealer Agreement**") between the Issuer, the Dealers and the Arranger and subject to the conditions contained therein, the Dealers have agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. 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 Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission in respect of Notes subscribed by them. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities relating to any misrepresentation or breach of any of the representations, warranties or agreements of the Issuer in connection with the offer and sale of the Notes. The Dealer 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.

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates. If any of the Dealers or their affiliates has a lending relationship with the Issuer, certain of the Dealers or their affiliates routinely hedge, and certain other of those Dealers or their affiliates may 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 positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Notes may only be held by, and may only be transferred to, Eligible Investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax, as amended, holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

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 or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the 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 under the Securities Act.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes (a) as part of its distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering and the closing date (the "**Resale Restriction Termination Date**"), within the United States or to, or for the account or benefit of, U.S. persons. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that 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 within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

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, the expression **retail investor** means a person who is one (or more) of the following:

(a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(b) a customer within the meaning 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.

Prohibition of sales to consumers in Belgium

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer (*consommateur/consument*) within the meaning of Article I.1, 2° of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van Economisch Recht*), as amended (a "**Belgian Consumer**") and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

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 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 United Kingdom.

For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

(a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of United Kingdom domestic law by virtue of EUWA; or

(b) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR.

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:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

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 "**FIEA**") and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it 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, a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Belgium

Any offering of the Notes will be exclusively conducted under applicable private placement exemptions and the restrictions described in this section "*Subscription and Sale*" will apply.

Neither the Base Prospectus nor any other offering material related to the Notes will have been or will be notified to, and neither the Base Prospectus nor any other offering material related to the Notes will have been or will be approved or reviewed by, the Belgian Financial Services and Markets Authority (the "*Autoriteit voor Financiële Diensten en Markten*"/"*Autorité des Services et Marchés Financiers*") (the "**Belgian FSMA**"). The Belgian FSMA has not commented as to the accuracy or adequacy of any such material or recommended the purchase of the Notes nor will the Belgian FSMA so comment or recommend. Any representation to the contrary is unlawful.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB"**) 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 ("**Italy"**), except in accordance with the exceptions provided under the Prospectus Regulation and any Italian securities, tax and other applicable laws and regulations.

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 delivered, and will not offer, sell or deliver any Notes or distribute any copy of this Base Prospectus or any other document relating to the Notes in Italy except:

(i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and applicable Italian laws, including the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and applicable 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 the CONSOB Regulation No. 11971 of 14 May 1999, as amended, and the applicable Italian laws.

In any event, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in Italy under (i) or (ii) above must:

a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Italian Financial Services Act, CONSOB Regulation No.20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**"), all as amended from time to time; 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 competent authority."

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 Article 36(1) 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 Article 3(g) and (h) 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. For these purposes, a private client means a person who is not one (or more) of the following: (i) a professional client as defined in Art. 4(3) FinSA (not having opted in on the basis of Art. 5(5) FinSA); or (ii) an institutional client as defined in Art. 4(4) FinSA; or (iii) a private client with an asset management agreement according to Art. 58(2) FinSA.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base

Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations 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 of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers 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.

FORM OF FINAL TERMS

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.

[MiFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS 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 2014/65/EU (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; however, a distributor subject to MiFID II is 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 INVESTORS 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 United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("UK MiFIR"); 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; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is 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 ("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 2014/65/EU (as amended, "MiFID II")/MiFID II]; or (ii) a customer within the meaning of Directive (EU) 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 or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of [Regulation (EU) No 600/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA/UK MiFIR]. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of United Kingdom domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

PROHIBITION OF SALES TO CONSUMERS – The Notes are not intended to be offered, sold or otherwise made available, and will not be offered, sold or otherwise made available, in Belgium to "consumers" (*consommateurs/consumenten*) within the meaning of the Belgian Code of Economic Law (*Code de droit économique/Wetboek van economisch recht*), as amended.

ELIGIBLE INVESTORS ONLY – The Notes may only be held by, and may only be transferred to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 ("Eligible Investors") holding their Notes in an exempt account that has been opened with a financial institution that is a direct or indirect participant in the Securities Settlement System operated by the NBB.

[PROHIBITION OF OFFER TO PRIVATE CLIENTS IN SWITZERLAND – The Notes are not intended to be offered or recommended to private clients within the meaning of the Swiss Federal Financial Services Act ("FinSA") in Switzerland. For these purposes, a private client means a person who is not one (or more) of the following: (i) a professional client as defined in Article 4(3) FinSA (not having opted-in on the basis of Article 5(5) FinSA) or Article 5(1) FinSA; or (ii) an institutional client as defined in Article 4(4) FinSA; or (iii) a private client with an asset management agreement according to Article 58(2) FinSA.][22]

[These Final Terms have not been and will not be filed and deposited with a review body in Switzerland for entry on the list according to Article 64(5) of [the Swiss Federal Financial Services Act ("FinSA")/FinSA]. Accordingly, the Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of FinSA, other than pursuant to an exemption under Article 36(1) FinSA. Neither these Final Terms nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to FinSA, and neither these Final Terms nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.][23]

Final Terms dated [●]

Argenta Spaarbank SA/NV

(Legal Entity Identifier: A6NZLYKYN1UV7VVGFX65)

Issue of [Aggregate Nominal Amount of Tranche]

[Title of Notes]

under the EUR 5,000,000,000

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 set forth in the Base Prospectus dated 17 October 2025 [and the Supplement[s] to it dated [ ]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all relevant information. The Base Prospectus has been published on the Issuer's website [°°].[24]

(*The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus (or equivalent) with an earlier date.)*

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22 *Include if Notes are debt instruments with a "derivative character" for the purpose of FinSA and are offered in Switzerland.*

23 *Include if Notes are offered in Switzerland.*

24 *This website is not incorporated by reference and does not form part of this Base Prospectus.*

The Terms and Conditions (the "**Conditions**") set out in the Base Prospectus dated [18 January 2019]/[16 January 2020]/[18 December 2020]/[21 January 2022]/[24 January 2023] will apply to the Notes and not the Terms and Conditions set out in the Base Prospectus dated 17 October 2025. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [18 January 2019]/[16 January 2020]/[18 December 2020]/[21 January 2022]/[24 January 2023] which are incorporated by reference in the Base Prospectus dated 17 October 2025. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus dated 17 October 2025 [and the supplement(s) to it dated [ ]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the "**Base Prospectus**"), including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all relevant information. The Base Prospectus has been published on the Issuer's website [ ][25].

(Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

1.	(I)	Series Number:	[ ]
	(II)	Tranche Number:	[ ]
	(III)	Date on which Notes will be consolidated and form a single Series:	[Not Applicable] / [The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*insert name of Series*] (ISIN: [ ]) on [[ ]] / [the Issue Date] / [with effect from the date that is 40 days following the Issue Date]]
2.	Specified Currency or Currencies:		[ ]
3.	Aggregate Nominal Amount:		[ ]
	(I)	Series:	[ ]
	(II)	Tranche:	[ ]
4.	Issue Price:		[ ]% of the Aggregate Nominal Amount [plus accrued interest from [ ] (*insert if Notes are fungible with a previous issue*)]
5.	(I)	Specified Denomination(s):	[ ] [and integral multiples of [ ] in excess thereof up to and including [ ].] (*Note: No Notes may be issued which have a minimum denomination of less than EUR 100,000 (or equivalent amount in other currencies.*)
	(II)	Calculation Amount:	[ ]
6.	(I)	Issue Date:	[ ]
	(II)	Interest Commencement Date:	[ ] / [Issue Date] / [Not Applicable]

[25] *This website is not incorporated by reference and does not form part of this Base Prospectus.*

7.	Maturity Date:		[Fixed maturity date: [ ]] / [Interest Payment Date falling in or nearest to [ ] (*specify in this format for Floating Rate Notes*)] *(Note: (i) Subordinated Notes that are included in or count towards the Tier 2 capital of the Issuer will have a minimum maturity of five years or such other minimum maturity as required by the Applicable Banking Regulation; and (ii) for Senior Non-Preferred Notes, the Maturity Date must be no less than one year from the Issue Date of such Senior Non-Preferred Notes.)*
8.	Interest Basis:		[[ ]% Fixed Rate] / [EURIBOR + [ ]%] [Resettable Note] [Leveraged] [[ ] month [ ] [+/- [*specify Margin (if any)*]] Floating Rate] [Leveraged] [Zero Coupon] Further particulars specified in Paragraph[s] [13/14/15/16] of Part A of the Final Terms below (*include all which are relevant*)
9.	Redemption/Payment Basis:		[Par Redemption] / [Specified Redemption Amount]
10.	Change of Interest Basis:		[Applicable. The Notes are [Fixed to Floating Rate Notes] / [Floating to Fixed Rate Notes]] / [Not Applicable] Further particular specified in Paragraphs 13 and 15 of Part A of the Final Terms below
11.	Call Option:		
	Call Option: (Condition 3(c)):		[Applicable. Further details specified in Paragraph 18 of Part A of the Final Terms below] / [Not Applicable]
12.	(I)	Status of the Notes:	[Senior Preferred] / [Senior Non-Preferred] / [Subordinated] Notes
	(II)	Subordinated Notes:	[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph (II)*
		• Redemption upon the occurrence of a Capital Disqualification	[Applicable. Further details specified in Paragraph 21 of Part A of the Final Terms below] / [Not Applicable]

	Event (Condition 3(d)):	
	• Substitution and Variation (Condition 6(d)):	[Applicable] / [Not Applicable]
(III)	Senior Non-Preferred Notes:	[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph (III)*
	• Redemption of Senior Non-Preferred Notes upon the occurrence of a MREL Disqualification Event (Condition 3(f)):	[Applicable. Further details specified in Paragraph 21 of Part A of the Final Terms below] / [Not Applicable]
	• Substitution and Variation (Condition 6(d)):	[Applicable] / [Not Applicable]
(IV)	Senior Preferred Notes:	[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph (IV))*
	• Senior Preferred Notes Restricted Terms:	[Applicable] / [Not Applicable]
	• Redemption of Senior Preferred Notes upon the occurrence of a MREL Disqualification Event (Condition 3(f)):	[Applicable. Further details specified in Paragraph 21 of Part A of the Final Terms below] / [Not Applicable]
	• Substitution and Variation (Condition 6(d)):	[Applicable] / [Not Applicable]
(V)	Date of any additional [Board/Executive Committee] approval for issuance of Notes obtained:	[[ ]] / [Not Applicable] *(specify if Notes require separate / new authorisation. Otherwise specify "Not Applicable")*

Provisions Relating to Interest (if any) Payable

13.	**Fixed Rate Note Provisions**		[Applicable] / [Applicable for the Interest Accrual Periods specified below] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(I)	Interest Accrual Periods to which Fixed Rate Note Provisions are applicable:	[All] / [The Notes are Fixed to Floating Rate Notes, and Fixed Rate Note Provisions shall apply for the following Interest Accrual Periods: from and including [ ] to but excluding [ ] (*repeat as necessary*)] / [The Notes are Floating to Fixed Rate Notes, and Fixed Rate Note Provisions shall apply for the following Interest Accrual Periods: from and including [ ] to but excluding [ ] (*repeat as necessary*)].
	(II)	Rate(s) of Interest:	[ ]% per annum [payable [annually] / [semi-annually] / [quarterly] / [monthly] in arrear] on each Interest Payment Date
	(III)	Interest Payment Date(s):	[ ] in each year[, from and including [ ]][up to and including [ ]] [Subject to adjustment in accordance with the Business Day Convention.] (*Note: amend appropriately in the case of irregular coupons*)
	(IV)	Interest Period Date(s):	[[ ]] / [Interest Payment Date(s)] [Subject to adjustment in accordance with the Business Day Convention.] / [Not subject to adjustment in accordance with any Business Day Convention.]
	(V)	Business Day Convention:	[Following Business Day Convention] / [Not Applicable]
	(VI)	Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
	(VII)	Determination Date(s):	[[ ] in each year] / [Not Applicable] (*Note: only relevant where Day Count Fraction is Actual/Actual-ICMA. In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.*)
14.	**Resettable Note Provisions**		[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(I)	Initial Rate of Interest:	[ ]% per annum [payable [annually] / [semi-annually] / [quarterly] / [monthly] in arrear] on each Resettable Note Interest Payment Date up to and including the First Resettable Note Reset Date
(II)	Party responsible for calculating the First Reset Rate of Interest, the Subsequent Reset Rate of Interest and Interest Amount(s):	[Calculation Agent] / [ ]
(III)	Resettable Note Interest Payment Date(s):	[ ] in each year[, from and including [ ]][up to and including [ ]] [Subject to adjustment in accordance with the Business Day Convention.] (*Note: amend appropriately in the case of irregular coupons*)
(IV)	Interest Period Date(s):	[[ ]] / [Resettable Note Interest Payment Date(s)] [Subject to adjustment in accordance with the Business Day Convention.] / [Not subject to adjustment in accordance with any Business Day Convention.]
(V)	Business Day Convention:	[Following Business Day Convention] / [Not Applicable]
(VI)	First Margin:	[+/-] [ ]% per annum
(VII)	Subsequent Margin:	[+/-] [ ]% per annum
(VIII)	Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
(IX)	Determination Date(s):	[[ ] in each year] / [Not Applicable] (*Note: only relevant where Day Count Fraction is Actual/Actual-ICMA. In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.*)
(X)	First Resettable Note Reset Date:	[ ]
(XI)	Second Resettable Note Reset Date:	[[ ]] / [Not Applicable]
(XII)	Subsequent Resettable Note Reset Date(s):	[[ ]] / [Not Applicable]

(XIII)	Relevant Screen Page:	[ ]
(XIV)	Relevant Time:	[ ]
(XV)	Mid-Swap Rate:	[Single Mid-Swap Rate] / [Mean Mid-Swap Rate]
(XVI)	Mid-Swap Maturity:	[ ]
(XVII)	Initial Mid-Swap Rate Final Fallback:	[Applicable] / [Not Applicable]
	• Initial Mid-Swap Rate:	[ ] per cent.
(XVIII)	Reset Period Maturity Initial Mid-Swap Rate Final Fallback:	[Applicable] / [Not Applicable]
	• Reset Period Maturity Initial Mid-Swap Rate:	[ ] per cent.
(XIX)	Last Observable Mid-Swap Rate Final Fallback:	[Applicable] / [Not Applicable]
(XX)	Subsequent Reset Rate Mid-Swap Rate Final Fallback:	[Applicable] / [Not Applicable]
(XXI)	Subsequent Reset Rate Last Observable Mid-Swap Rate Final Fallback:	[Applicable] / [Not Applicable]
(XXII)	Fixed Leg Swap Payment Frequency:	[ ]
(XXIII)	Fixed Leg Swap Payment Frequency Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
(XXIV)	Mid-Swap Floating Leg Benchmark Rate:	[ ]
(XXV)	Mid-Swap Floating Leg Benchmark Rate Day Count Fraction:	[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]

15. **Floating Rate Note Provisions** [Applicable. The Notes are Floating Rate Notes] / [Applicable for the Interest Accrual Periods specified below] / [Not Applicable]

		(If not applicable, delete the remaining sub-paragraphs of this paragraph)
(I)	Interest Accrual Periods to which Floating Rate Note Provisions are applicable:	[All] / [The Notes are Floating to Fixed Rate Notes, and Floating Rate Note Provisions shall apply for the following Interest Accrual Periods: from and including [ ] to but excluding [ ] (*repeat as necessary*)] / [The Notes are Fixed to Floating Rate Notes, and Floating Rate Note Provisions shall apply for the following Interest Accrual Periods: from and including [ ] to but excluding [ ] (*repeat as necessary*)]
(II)	Specified Interest Payment Date(s):	[ ] in each year[, from and including [ ]][up to and including [ ]][, subject to adjustment in accordance with the Business Day Convention] / [, not subject to any adjustment as the Business Day Convention in (IV) below is specified as being "Not Applicable"]
(III)	Interest Period Dates:	[[ ]] / [Specified Interest Payment Date(s)]
(IV)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention] / [Not Applicable]
(V)	Reference Banks:	[ ]
(VI)	Manner in which the Rate(s) of Interest is/are is /are to be determined:	[Screen Rate Determination] / [ISDA Determination]
(VII)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s):	[Calculation Agent] / [ ]
(VIII)	Screen Rate Determination:	[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph (VIII))*
	– Reference Rate:	[EURIBOR][ ]
	– Interest Determination Date(s):	[[ ]] / [As specified in Condition 2(n)]
	– Relevant Screen Page:	[ ]
	– Relevant Time:	[ ]
	– Margin:	[Not Applicable] / [[+/-][ ]% per annum [in respect of [*specify relevant Interest Accrual Period*]] (*repeat as necessary*)

	–	Leverage:	[Not Applicable] / [[ ] [in respect of [*specify relevant Interest Accrual Period*]] (*repeat as necessary*)
(IX)	ISDA Determination:		[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph (IX))*
	–	Floating Rate Option:	[ ]
	–	Designated Maturity:	[ ]
	–	Reset Date:	[ ]
	–	Margin:	[Not Applicable] / [[+/-][ ]% per annum [in respect of [*specify relevant Interest Accrual Period*]] (*repeat as necessary*)
	–	Leverage:	[Not Applicable] / [[ ] [in respect of [*specify relevant Interest Accrual Period*]] (*repeat as necessary*)
(X)	Linear interpolation		[Not Applicable] / [Applicable – the Rate of Interest for the [[long] / [short]] [[first] / [last]] Interest Accrual Period shall be calculated using Linear Interpolation *(specify for each short or long interest accrual period)*]
(XI)	Minimum Rate of Interest:		[[ ]%] / [Not Applicable]
(XII)	Maximum Rate of Interest:		[[ ]%] / [Not Applicable]
(XIII)	Day Count Fraction:		[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] / [30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
(XIV)	Determination Date(s):		[[ ] in each year] / [Not Applicable] (*Note: only relevant where Day Count Fraction is Actual/Actual-ICMA. In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.*)
16.	**Zero Coupon Note Provisions**		[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph)*
	Amortisation Yield:		[ ]% per annum on a [compounded] / [non-compounded] basis
	Day Count Fraction:		[Actual/Actual][Actual/Actual-ISDA] / [Actual/365 (Fixed)] / [Actual/360] / [30/360][360/360][Bond Basis] /

			[30E/360][Eurobond Basis] / [30E/360 (ISDA)] / [Actual/Actual-ICMA]
	Determination Date:		[ ]
17.	**Benchmark Replacement**		[Applicable] / [Not Applicable]
	Provisions Relating to Redemption		
18.	**Call Option (Condition 3(c))**		[Applicable] / [Not Applicable] *(if not applicable, delete the sub-paragraphs under this paragraph)*
	(I)	Optional Redemption Date(s):	[ ]
	(II)	Redemption Amount (Call) of each Note:	[Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount]
	(III)	Specified Fixed Percentage Rate:	[[ ]% [in respect of [*specify Optional Redemption Date*] (*repeat as necessary*)] / [Not Applicable] *(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
	(IV)	If redeemable in part:	[Applicable] / [Not Applicable]
		(a) Minimum Nominal Redemption Amount:	[[ ]] / [Not Applicable]
		(b) Maximum Nominal Redemption Amount:	[[ ]] / [Not Applicable]
	(V)	Notice period:	Minimum period: [ ] Maximum period: [ ]
19.	**Final Redemption Amount of each Note**		[Specified Redemption Amount] / [Par Redemption]
	(I)	Specified Fixed Percentage Rate:	[[ ]%] / [Not Applicable] *(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
20.	**Zero Coupon Note Redemption Amount of each Zero Coupon Note**		[Amortised Face Amount] / [[ ]] / [Not Applicable]
21.	**Early Redemption**		

(I)	Tax Event Redemption Amount (Condition 3(e)):	[Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount] / [Not Applicable]
	(a) Specified Fixed Percentage Rate:	[[ ]%] / [Not Applicable] *(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
(II)	Redemption upon the occurrence of a Tax Event (Condition 3(e)):	Redemption [on any Interest Payment Date] / [on any Resettable Note Interest Payment Date] / [at any time] after the occurrence of a Tax Event which is continuing
	(a) Tax Deductibility Event	[Applicable] / [Not Applicable]
(III)	Capital Disqualification Event Early Redemption Amount (Condition 3(d)):	[Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount] / [Not Applicable]
	(a) Specified Fixed Percentage Rate:	[[ ]%] / [Not Applicable] *(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
(IV)	Redemption upon the occurrence of a Capital Disqualification Event (Condition 3(d)):	[Applicable: [Redemption [on any Interest Payment Date] / [on any Resettable Note Interest Payment Date] / [at any time] after the occurrence of a Capital Disqualification Event which is continuing] / [Not Applicable]
(V)	MREL Disqualification Event Early Redemption Amount (Condition 3(f)):	[Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount] / [Not Applicable]
	(a) Specified Fixed Percentage Rate:	[[ ]%] / [Not Applicable] *(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)*
(VI)	Event of Default Redemption Amount (Condition 11):	[Specified Redemption Amount] / [Par Redemption] / [Amortised Face Amount] / [Not Applicable]
	(a) Specified Fixed Percentage Rate:	[[ ]%] / [Not Applicable]

		(Specify only if "Specified Redemption Amount" is selected. Note: the Specified Fixed Percentage Rate must be at least 100%)
22.	**Substitution of the Issuer (Condition 7)**	[Applicable] / [Not Applicable]

General Provisions Applicable to the Notes

23.	Interest Business Day Jurisdictions:	[[ ]] / [Not Applicable]
24.	Payment Business Day Jurisdictions:	[[ ]] / [Not Applicable]

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 for the Notes to be listed on the official list of the [Luxembourg Stock Exchange] and admitted to trading on [the Professional Segment of] the Regulated Market of the [Luxembourg Stock Exchange]] / [[ ]] / [Not Applicable] *(Where documenting a fungible issue need to indicate that the original notes are already admitted to trading.)*
(ii)	Earliest day of admission to trading:	[Application has been made for the Notes to be admitted to trading with effect from [ ]] / [the Issue Date] / [On or around [ ]] / [Not Applicable]
(iii)	Estimate of total expenses related to admission to trading:	[ ]

2. RATINGS

Ratings: [The Notes to be issued [[have been] / [are expected to be] rated]:

[Standard & Poor's: [ ]] /

[[ ]: [ ]]

[The Notes to be issued have not been specifically rated, but Notes of the type being issued under the Programme generally have been rated:

[Standard & Poor's: [ ]] /

[[ ]: [ ]]

(Note: need to include a brief explanation of the ratings if this has previously been published by the rating provider(s).)

Insert one (or more) of the following options, as applicable[26]*:*

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* is established in the EU and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**").] /

[[*Insert legal name of particular credit rating agency entity(ies) providing rating*] 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 (the "**UK CRA Regulation**").] /

[26] A list of registered Credit Rating Agencies is published on the ESMA website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk).

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* is established in the EU and has applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**"), although notification of the registration decision has not yet been provided.] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* 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 (the "**UK CRA Regulation"**), although notification of the registration decision has not yet been provided.] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating*] is established in the EU and is neither registered nor has it applied for registration under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**").] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating*] 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 (the "**UK CRA Regulation"**).] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* 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)]*, [each of] which is established in the EU and registered under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**").] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* 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)]*, [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 (the "**UK CRA Regulation"**).] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the EU but is certified under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (the "**CRA Regulation**").] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* 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 (the "**UK CRA Regulation**").] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* is not established in the EU and is not certified under Regulation (EC) No 1060/2009, as amended by Regulation (EU) No 513/2011 (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.] /

[*[Insert legal name of particular credit rating agency entity(ies) providing rating]* 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 (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.]

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

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

4. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

Reasons for the Offer	In accordance with subparagraph[s] [(a)/(b)(i) [and]/(b)(ii)/(c)] in the Section "Use of Proceeds" of the Base Prospectus. (*In case of Notes issued in accordance with subparagraph (c), the purpose will need to be specified below.)* [The proceeds of the issuance of the Notes [after deduction of the issuance costs] will be applied by the Issuer for the purposes described below.]
[Green Bonds	[Yes/No]]
[European Green Bonds	[Yes/No] (*if Yes, complete the sections below*) [The Notes are issued as "European Green Bonds" in accordance with Regulation (EU) 2023/2631 (the "**EuGB Regulation**"). The completed Factsheet dated [●] referred to in the EuGB Regulation and the pre-issuance review related to the Factsheet by [●] as external reviewer referred to in the EuGB Regulation are available on the Issuer's website at: [●] (but are not incorporated in nor form part of the Final Terms or the Base Prospectus). The contact details of the external reviewer are available on the Issuer's website referred to in the Section "Use of Proceeds" of the Base Prospectus.]
Estimated net proceeds:	[°°]

5. **YIELD (*Fixed Rate Notes only)*** [Not Applicable]

(if not applicable, delete the sub-paragraph under this paragraph)

Indication of yield: [ ]

6. **OPERATIONAL INFORMATION**

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be settled through the Securities Settlement System and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

/

[No. Whilst the designation is specified as "no" at the date of these Final Terms the Eurosystem eligibility criteria could be amended in the future such that the Notes are capable of meeting them. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

ISIN Code: [ ]

[Temporary ISIN Code:] [ ]

Common Code: [ ]

[Temporary Common Code:] [ ]

Delivery: Delivery [against] / [free of] payment

Names and addresses of additional Paying Agent(s) (if any): [[ ]] / [Not Applicable]

Name and address of Calculation Agent (if any): [[ ]] / [Not Applicable]

Name and address of the operator of the Alternative Clearing System (if any): [[ ]] / [Not Applicable]

[Relevant Benchmark[s]:		[Not Applicable] / [[EURIBOR] / [*in case "Mid Swap Rate" is applicable, specify benchmark underlying the Mid Swap Rate, if applicable*] [*specify other benchmark*] is provided by [*in case of EURIBOR:* the European Money Markets Institute ("**EMMI**")] [*in case of other benchmark: specify administrator legal name*]. As at the date hereof, [EMMI] / [*administrator legal name*] [appears] / [does not appear] in the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 (Register of administrators and benchmarks) of the Benchmark Regulation.] / [As far as the Issuer is aware, as at the date hereof, [*specify benchmark*] does not fall within the scope of the Benchmark Regulation.]]

7. 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)	Stabilisation Manager(s) if any:	[Not Applicable] / [*give name(s)*]
(iii)	If non-syndicated, name and address of Dealer:		[Not Applicable] / [*give name and address*]
(iv)	US Selling Restrictions (Categories of potential investors to which the Notes are offered):		Reg. S Compliance Category 2; TEFRA not applicable

GENERAL INFORMATION

1. Application has been made for Notes of any Series to be listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of MiFID II (where it is specified in the relevant Final Terms that such Series of Notes is to be listed and admitted to trading on such market).

2. The Issuer has obtained all necessary consents, approvals and authorisations in Belgium in connection with the issue of the Notes and performance of its obligations hereunder. The update of the Programme by the Issuer was authorised by a resolution of the Executive Committee of the Issuer passed on 30 September 2025.

3. In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the relevant Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant issue price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

4. Other than as disclosed in the section "Description of the Issuer" of this Base Prospectus, there has been no material adverse change in the prospects of the Issuer since 31 December 2024. In addition, there are no known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the prospects of the Issuer for the current financial year.

5. Other than as disclosed in the section "Description of the Issuer" of this Base Prospectus, there has been no significant change in the financial performance or the financial position of the Issuer on a consolidated basis since 30 June 2025.

6. There are no governmental, legal and arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve months preceding the date of this Base Prospectus which may have, or have had in the recent past significant effects on the Issuer's and/or the Argenta Group's financial position or profitability.

7. The Notes have been accepted for clearance through the Securities Settlement System operated by the National Bank of Belgium. The Common Code and the International Securities Identification Number (ISIN) (and any other relevant identification number for any Alternative Clearing System) for each Series of Notes will be set out in the relevant Final Terms.

8. 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 Alternative Clearing System will be specified in the relevant Final Terms.

9. As at the date of this Base Prospectus, there are no material contracts entered into other than in the ordinary course of the Issuer's business, which could result in the Issuer being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Noteholders in respect of the Notes being issued.

10. The issue price and the amount of the relevant Notes will be determined before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions. Other than in relation to Green Bonds or EuGBs and as required by any applicable laws and regulations, the Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

11. So long as any Notes are outstanding, the following documents will be available for inspection on the website of the Issuer (www.argenta.eu):

    (i) the up to date articles of association of the Issuer;

(ii) this Base Prospectus and any supplements and each Final Terms; and

(iii) the documents incorporated by reference herein.

In respect of any Notes issued as Green Bonds in accordance with the Issuer's Green Bond Framework, copies of (i) the Issuer's Green Bond Framework and (ii) the Second Party Opinion will be available on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html. The Green Bond Framework and Second Party Opinion and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

In respect of any Notes issued in accordance with the European Green Bond Regulation, copies of (i) the completed Factsheet, (ii) the pre-issuance review related to the Factsheet by the relevant external reviewer and (iii) any post-issuance information relating thereto will be available on the Issuer's website at https://www.argenta.eu/investor-relations/debt-issuance/green-bonds.html. Any such Factsheet, pre-issuance review and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

This Base Prospectus, any supplements to this Base Prospectus and Final Terms relating to Notes listed on the regulated market of the Luxembourg Stock Exchange, and the documents incorporated by reference herein shall also be available, in electronic format, on the website of the Luxembourg Stock Exchange (www.luxse.com). For the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus information contained on any website does not form part of this Base Prospectus. Copies of Final Terms relating to Notes which are admitted to trading on any other regulated market in the EEA, will be published in accordance with the rules and regulations of the relevant listing authority or stock exchange and otherwise in accordance with Article 21 of the Prospectus Regulation.

The Agency Agreement will, so long as any Notes are outstanding, be available for inspection during usual business hours on any weekday (Saturdays and public holidays excepted) at the registered office of the Paying Agent.

12. The audit of the Issuer's financial statements and annual report for the years ended 31 December 2023 and 31 December 2024 was conducted by KPMG Bedrijfsrevisoren - KPMG Réviseurs d'Entreprises BV/SRL, represented by Kenneth Vermeire, Luchthaven Brussel Nationaal 1 K, 1930 Zaventem (member of IBR – IRE Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises) and the review of the Issuer's consolidated interim financial information for the half-year ended 30 June 2025 was conducted by KPMG Bedrijfsrevisoren - KPMG Réviseurs d'Entreprises BV/SRL, represented by Bastien Onclin, Luchthaven Brussel Nationaal 1 K, 1930 Zaventem (member of IBR – IRE Instituut der Bedrijfsrevisoren/Institut des Réviseurs d'Entreprises).

Statutory Office of the Issuer

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