INFORMATION MEMORANDUM DATED 12 DECEMBER 2025

ageas SA/NV

(Incorporated as a limited liability company (société anonyme/naamloze vennootschap) in Belgium)

EUR 450,000,000 Perpetual Subordinated Fixed Rate Resettable Temporary Write-Down Restricted Tier 1 Notes
Issue price: 100 per cent.

This information memorandum (the "**Information Memorandum**") constitutes a prospectus for the purpose of Part IV of the Luxembourg law on prospectuses for securities dated 16 July 2019 in relation to the issue of EUR 450,000,000 Perpetual Subordinated Fixed Rate Resettable Temporary Write-Down Restricted Tier 1 Notes (the "**Notes**") by ageas SA/NV (the "**Issuer**").

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the Official List (the "**Official List**") of the Luxembourg Stock Exchange. The Euro MTF market is a market operated by the Luxembourg Stock Exchange and is not a regulated market for the purposes of Directive 2014/65/EU, as amended ("**MiFID II**"), nor a United Kingdom ("**UK**") regulated market for the purposes of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**") ("**UK MiFIR**"). Multilateral trading facilities are not subject to the same rules as regulated markets, but are instead subject to their own set of rules and regulations. Prospective investors should take this into account when making an investment decision in respect of the Notes. References in this Information Memorandum to the Notes being "**listed**" (and all related references) shall mean that the Notes have been admitted to listing on the Official List and admitted to trading on the Luxembourg Stock Exchange's Euro MTF market.

The terms and conditions of the Notes (the "**Conditions**", and references herein to a numbered Condition shall be construed accordingly) provide that the Notes will constitute direct, unsecured and subordinated obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves. In the event of a Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Notes shall, subject to any obligations which are mandatorily preferred by law, rank: (i) junior to the rights and claims of (a) the holders of unsubordinated indebtedness and payment obligations of the Issuer (including, without limitation, the claims of all policyholders (if any) of the Issuer), (b) the holders of all dated or perpetual subordinated indebtedness, payment obligations and other instruments of the Issuer (including the holders of subordinated indebtedness and payment obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 3 Capital or Tier 2 Capital of the Issuer as at their respective issue dates) other than any rights and claims of holders of any Parity Securities or Junior Securities and (c) the holders of any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support agreement ranks, or is expressed to rank, senior to the Notes, (ii) at least *pari passu* with any rights and claims of holders of any subordinated indebtedness, payment obligations and other instruments of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital as at their respective issue dates (for the avoidance of doubt, other than rights and claims in respect of Junior Securities) and (iii) in priority to the rights and claims of the holders of (a) any payment obligations of the Issuer which rank, or are expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer, (b) any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support agreement ranks, or is expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer and (c) all classes of share capital of the Issuer (each term as defined in the Conditions). In a Winding-up of the Issuer, the amount payable in respect of or attributable to the Notes (in lieu of any other payment by the Issuer) shall be an amount equal to the Prevailing Principal Amount of such Notes together with any accrued but unpaid interest thereon (to the extent not previously cancelled in accordance with the Conditions (but not, for the avoidance of doubt, due to the Solvency Condition (each term as defined in the Conditions) not being satisfied as at the relevant date)) to the date of payment of such amounts and the claims for such amounts will be subordinated in the manner described above. In the event of a Winding-up, no payments will be made under the Notes until the claims of holders of senior ranking indebtedness and payment obligations shall first have been satisfied in full.

The Notes will bear interest from (and including) 16 December 2025 (the "**Issue Date**") to (but excluding) the First Reset Date (as defined in the Conditions) at the rate of 5.875 per cent. *per annum*. The Interest Rate will be reset on each Reset Date and will be determined by the Agent (each term as defined in the Conditions) in accordance with the Conditions. Save in relation to the first short Interest Period, interest shall be payable annually in arrear on 20 November in each year, commencing on 20 November 2026, provided that the Issuer may at its discretion (but subject as provided in Condition 4(d)) at any time elect to cancel any Interest Payment, in whole or in part, and must cancel Interest Payments (each term as defined in the Conditions) (i) in the circumstances described in Conditions 4(b) and 4(c) and/or (ii) if and to the extent that such payment could not be made in compliance with the Solvency Condition. Any Interest Payment (or, as the case may be, part thereof) which is so cancelled will not accumulate or be payable at any time thereafter, no amount will become due from the Issuer in respect thereof and cancellation thereof shall not constitute a default for any purpose on the part of the Issuer.

Upon the occurrence of a Trigger Event, the Prevailing Principal Amount of each Note will be immediately and mandatorily Written Down by the relevant Write Down Amount and any interest accrued to the relevant Write Down Date (each term as defined in the Conditions) and unpaid shall be cancelled in accordance with the Conditions. Holders of Notes may lose some or all of their investment as a result of such a Write Down. Following such a Write Down, the Issuer may, in certain circumstances and at its sole and full discretion, Write Up (as defined in the Conditions) the Prevailing Principal Amount of each Note, in accordance with the Conditions.

The Notes are perpetual securities with no fixed redemption date. The Holders have no right to require the Issuer to redeem or purchase the Notes at any time. The Issuer has the right, in its sole and full discretion but subject to the satisfaction of the conditions to redemption as set out in Condition 9, to redeem the Notes in whole but not in part (i) on any Optional Redemption Date, (ii) if a Deductibility Event or a Gross-up Event has occurred and is continuing, (iii) if a Capital Disqualification Event has occurred and is continuing, (iv) if a Ratings Methodology Event has occurred and is continuing, (v) if an Accounting Event has occurred and is continuing or (vi) if 75 per cent. or more of the aggregate principal amount of the Notes originally issued have been purchased by the Issuer or by any other person beneficially for the Issuer's account and, in each

case, cancelled pursuant to the Conditions, in each case at their Prevailing Principal Amount (each term as defined in the Conditions), together with (to the extent not previously cancelled in accordance with the Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. The Issuer shall be required to defer redemption of the Notes in certain circumstances as set out in the Conditions.

If a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event has occurred and is continuing, or if the Issuer considers it necessary or desirable to ensure the effectiveness and enforceability of Condition 19, the Issuer may also elect to modify the Notes, all as described in and subject to the conditions to variation set out in the Conditions.

The Notes will be issued in dematerialised form under the Belgian Companies and Associations Code (*Code des Sociétés et des Associations/Wetboek van Vennootschappen en Verenigingen*), as amended (the "**Belgian Companies and Associations Code**") and cannot be physically delivered. The Notes have an Initial Principal Amount of EUR 200,000 each and may only be settled in principal amounts equal to the Prevailing Principal Amount or an integral multiple thereof. The Notes will be represented exclusively by book entries in the records of the securities settlement system operated by the National Bank of Belgium (the "**NBB**") or any successor thereto (the "**NBB Securities Settlement System**").

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

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 Economic Law Code (*Code de droit économique/Wetboek van economisch recht*), as amended (the "Belgian Economic Law Code").

MiFID II and UK MiFIR professional clients and eligible counterparties only/No EU PRIIPs or UK PRIIPs KID/FCA CoCo restriction – Manufacturer target market (MiFID II and UK MiFIR product governance) is professional clients and eligible counterparties only. No EU PRIIPs or UK PRIIPs key information document ("KID") has been prepared as the Notes are not available to retail investors in the European Economic Area ("EEA") or in the UK.

The Notes constitute debt instruments. An investment in the Notes involves certain risks. Investors should ensure that they understand the nature of the Notes and the extent of their exposure to risks and they should review and consider these risk factors carefully before purchasing any Notes. For a discussion of these risks please refer to the section headed "*Risk Factors*".

The Issuer has been rated "A+" (stable outlook) (Financial Strength Rating) and "A+" (stable outlook) (Issuer Credit Rating) by S&P Global Ratings Europe Limited ("**S&P**"), "A+" (stable outlook) (Long-Term Issuer Default Rating) and "AA-" (stable outlook) (Long-Term Insurer Financial Strength Rating) by Fitch Ratings Ireland Limited ("**Fitch**") and "A1" (stable outlook) (Insurance Financial Strength Rating) and "A1" (stable outlook) (Long-Term Issuer Rating) by Moody's Deutschland GmbH ("**Moody's**"). The Notes are expected to be rated "BBB+" by S&P and "BBB+" by Fitch. S&P, Fitch and Moody's are established in the EEA and registered under Regulation (EC) No 1060/2009 on credit rating agencies, as amended (the "**CRA Regulation**"). As such, S&P, Fitch and Moody's are included in the list of registered credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation.

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

Joint Lead Managers

BNP PARIBAS	**GOLDMAN SACHS INTERNATIONAL**	**NATIXIS**

IMPORTANT INFORMATION

GENERAL

In this Information Memorandum, references to the "**Issuer**" are to ageas SA/NV as the issuer of the Notes, references to the "**Group**" are to the Issuer and its consolidated subsidiaries and references to the "**Conditions**" are to the terms and conditions of the Notes as set out in the section "*Terms and Conditions of the Notes*". Unless stated otherwise, capitalised terms used in this Information Memorandum have the meanings set forth in the Conditions. Any reference to any code, law, decree, regulation, directive or any implementing or other legislative measure shall be construed as a reference to such code, law, decree, regulation, directive or implementing or other legislative measure as the same may be amended, supplemented, restated and/or replaced from time to time.

This Information Memorandum is to be read in conjunction with all the documents which are incorporated herein by reference (see "*Documents incorporated by reference*"). This Information Memorandum shall be read and construed on the basis that such documents are incorporated by reference and form part of this Information Memorandum. Unless specifically incorporated by reference into this Information Memorandum, information contained on websites mentioned herein does not form part of this Information Memorandum.

Market data and other statistical information used in this Information Memorandum has been extracted from a number of sources, including independent industry publications, government publications, reports by market research firms or other independent publications (each an "**Independent Source**"). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the relevant Independent Source, no facts have been omitted which would render the reproduced information inaccurate or misleading.

This Information Memorandum does not constitute an offer of Notes, and may not be used for the purposes of an offer or solicitation by anyone, in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation and no action is being taken to permit an offering of the Notes or the distribution of this Information Memorandum in any jurisdiction where any such action is required, except as specified herein. The distribution of this Information Memorandum and the offering or sale of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Information Memorandum comes are required by the Issuer and BNP PARIBAS, Goldman Sachs International and Natixis (together, the "**Joint Lead Managers**") to inform themselves about and to observe any such restrictions. For a description of further restrictions on offers and sales of Notes and distribution of this Information Memorandum, see "*Subscription and Sale*".

The Issuer has not authorised the making or provision of any representation or information regarding the Issuer or the Notes other than as contained in this Information Memorandum or as approved for such purpose by the Issuer. Any such representation or information should not be relied upon as having been authorised by or on behalf of the Issuer or the Joint Lead Managers.

Neither the delivery of this Information Memorandum 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 Information Memorandum 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 Information Memorandum has been most recently amended or supplemented or that the information contained in it or any other information supplied in connection with the Notes 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 Joint Lead Managers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Notes or to advise any investor in the Notes of any information coming to its attention.

Save for the Issuer, no other person has separately verified the information contained in this Information Memorandum. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Joint Lead Managers or any third party or any of their respective affiliates as to the accuracy or completeness of the information contained in this Information Memorandum or any other information provided by the Issuer in connection thereto. To the fullest extent permitted by law, the Joint Lead Managers accept no liability whatsoever in relation to the information contained in this Information Memorandum or any other information provided by the Issuer in connection thereto or for any other statement made or purported to be made by the Joint Lead Managers or on their behalf in connection with the Issuer or the issue and offering of the Notes. The Joint Lead Managers accordingly disclaim any and all liability, whether arising in tort or contract or otherwise which they might otherwise have in respect of this Information Memorandum or any such statement.

Neither this Information Memorandum nor any other information supplied in connection with this Information Memorandum or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation or a statement of opinion (or a report on either of those things) by the Issuer or the Joint Lead Managers that any recipient of this Information Memorandum should purchase any Notes. Any investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Information Memorandum nor any other information supplied in connection with the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or the Joint Lead Managers to any person to subscribe for, or purchase, any Notes.

The contents of this Information Memorandum are not to be construed as legal, financial, business, credit, accounting or tax advice. Each potential investor should consult its own advisers as to legal, financial, business, credit, accounting, tax and related aspects of an investment in the Notes.

This Information Memorandum 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.

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

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the Official List of the Luxembourg Stock Exchange. The Euro MTF market is a market operated by the Luxembourg Stock Exchange and is not a regulated market for the purposes of MiFID II, nor a UK regulated market for the purposes of UK MiFIR.

The distribution of this Information Memorandum and the offer or sale of the Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Joint Lead Managers represent that this Information Memorandum 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 or the Joint Lead Managers which is intended to permit a public offering of the Notes or distribution of this Information Memorandum 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 Information Memorandum 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.

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:

(i) have 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 in this Information Memorandum or any applicable supplement;

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

(iv) understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant financial markets and any financial variable which might have an impact on the return on the Notes; and

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

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

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and, subject to certain exceptions, 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**")). A further description of the restrictions on offers and sales of the Notes in the United States or to, or for the benefit of, U.S. persons, and in certain other jurisdictions, is set forth under "*Subscription and Sale*".

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

Prohibition on marketing and sales of Notes to retail investors –

1. The Notes are complex and high-risk financial instruments. They are not a suitable or appropriate investment for all investors, especially retail investors. In some jurisdictions, regulatory authorities have adopted or published laws, regulations or guidance with respect to the offer or sale of securities such as the Notes to retail investors. Potential investors in the Notes should inform themselves of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

2.

   (a) In the UK, the Financial Conduct Authority Conduct of Business Sourcebook ("**COBS**") requires, in summary, that certain securities with characteristics similar to the Notes should not be offered or sold to retail clients (as defined in COBS 3.4 and each a "**retail client**") in the UK.

   (b) Each of the Joint Lead Managers is required to comply with some or all of the COBS.

   (c) By purchasing, or making or accepting an offer to purchase, any Notes (or a beneficial interest therein) from the Issuer and/or any Joint Lead Manager, each prospective investor represents, warrants, agrees with, and undertakes to, the Issuer and to each of the Joint Lead Managers that:

      (i) it is not a retail client in the UK;

      (ii) it will not sell or offer the Notes (or any beneficial interest therein) to retail clients in the UK or communicate (including the distribution of this Information Memorandum) or approve an

invitation or inducement to participate in, acquire or underwrite the Notes (or any beneficial interests therein) where that invitation or inducement is addressed to or disseminated in such a way that it is likely to be received by a retail client in the UK.

(d) In selling or offering the Notes or making or approving communications relating to the Notes, each prospective investor may not rely on the limited exemptions set out in the COBS (as if COBS 22.3 applies to the Notes).

3. The obligations in paragraph 2. above are in addition to the need to comply at all times with all other applicable laws, regulations and regulatory guidance (whether inside or outside the EEA or the UK) relating to the promotion, offering, distribution and/or sale of the Notes (or any beneficial interests therein), whether or not specifically mentioned in this Information Memorandum, including (without limitation) any requirements under MiFID II or the UK FCA Handbook as to determining the appropriateness and/or suitability of an investment in the Notes (or any beneficial interests therein) for investors in any relevant jurisdiction.

4. Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interests therein) from the Issuer and/or the Joint Lead Managers the foregoing representations, warranties, agreements and undertakings will be given by and be binding upon both the agent and its underlying client.

Each prospective investor further acknowledges that:

(i) the identified target market for the Notes (for the purpose of the product governance obligations in MiFID II and UK MiFIR) is eligible counterparties and professional clients only (each as defined in MiFID II and UK MiFIR);

(ii) all channels for distribution to such eligible counterparties and professional clients are appropriate;

(iii) no KID under the PRIIPs Regulation 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; and

(iv) no key information document under the UK PRIIPs Regulation (as defined below) 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.

Where acting as agent on behalf of a disclosed or undisclosed client when purchasing, or making or accepting an offer to purchase, any Notes (or any beneficial interest therein) from the Issuer and/or any of the Joint Lead Managers, the foregoing representations, warranties, agreements and undertakings will be given by and be binding on both the agent and its underlying client(s).

MiFID II product governance / Professional clients and eligible counterparties only target market – Solely for the purposes of 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 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 manufacturers' 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 manufacturers' target market assessment) and determining appropriate distribution channels.

UK MiFIR product governance / Professional clients and eligible counterparties only target market – Solely for the purposes of the 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 Conduct of Business Sourcebook, and professional clients, as defined in UK MiFIR, and (ii) all channels for

distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturer'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 target market assessment) and determining appropriate distribution channels.

PRIIPs Regulation / 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 both) 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, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no KID 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.

UK 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 UK. For these purposes, a "retail investor" means a person who is one (or both) of: (i) a retail client as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**Financial Services and Markets Act**") and any rules or regulations made under the Financial Services and Markets Act 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 UK domestic law by virtue of the EUWA. Consequently, no KID required by Regulation (EU) No 1286/2014 as it forms part of UK 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 in Belgium – 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 any consumer (*consommateur/consument*) within the meaning of the Belgian Economic Law Code.

By purchasing, or making or accepting an offer to purchase, the Notes (or a beneficial interest in the Notes) from the Issuer and/or any Joint Lead Manager, each prospective investor represents, warrants, agrees with and undertakes to the Issuer and the Joint Lead Managers that:

(i) it is not a "consumer" (as defined in the Belgian Economic Law Code);

(ii) it will not sell, offer or otherwise make the Notes available to "consumers"; and

(iii) it will at all times comply with the applicable laws and regulations relating to the offering of investment instruments (such as the Notes) to "consumers", including (without limitation) the provisions of the Belgian Economic Law Code.

Each potential investor should inform itself of, and comply with, any applicable laws, regulations or regulatory guidance with respect to any resale of the Notes (or any beneficial interests therein).

Benchmarks Regulation – The Euro Interbank Offered Rate ("**EURIBOR**"), which is provided by the European Money Markets Institute ("**EMMI**"), is used for purposes of determining the Reset Reference Rate (as defined in the Conditions). As at the date of this Information Memorandum, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011, as amended (the "**Benchmarks Regulation**").

CURRENCIES

In this Information Memorandum, unless otherwise specified or the context otherwise requires, references to "**euro**" and "**EUR**" are to the lawful currency of the Member States of the European Union ("**EU**") that have adopted or adopt the single currency in accordance with the Treaty establishing the European Union, as amended.

FORWARD LOOKING STATEMENTS

This Information Memorandum contains certain statements that constitute forward looking statements. Such forward looking statements may include, without limitation, statements relating to the Group'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 global economy in general and the strength of the economies of the countries in which the Group conducts operations; (iv) the potential impact of government risk in certain European Union countries; (v) adverse rating actions by credit rating agencies; (vi) the ability of counterparties to meet their obligations to the Group; (vii) the effects of, and changes in, fiscal, monetary, trade and tax policies, financial regulation and currency fluctuations; (viii) the possibility of the imposition of foreign exchange controls by government and monetary authorities; (ix) operational factors, such as systems failure, human error, or the failure to implement procedures properly; (x) actions taken by regulators with respect to the Group's business and practices in one or more of the countries in which the Group conducts operations; (xi) the adverse resolution of litigation and other contingencies, (xii) the medium- to long-term impact of events such as, or similar to, the COVID-19 pandemic on the Group's operations and financial position and/or (xiii) the Group'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 Information Memorandum.

Investors should also note that forward looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward looking statements as a result of various factors. Forward looking statements refer only to the date when they were made and neither the Issuer nor the Joint Lead Managers undertake any obligation to update or review any forward looking statement, whether as a result of new information, future events or any other factors. Given these uncertainties, potential investors should only rely to a reasonable extent on such forward looking statements in making decisions regarding investment in the Notes.

RESPONSIBILITY STATEMENT

The Issuer accepts responsibility for the information contained in this Information Memorandum. To the best of the knowledge of the Issuer, the information contained in this Information Memorandum is in accordance with the facts and this Information Memorandum makes no omission likely to affect the import of such information.

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RISK FACTORS

In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise unable to make all payments due in respect of the Notes. There are a wide range of factors which, individually or together, could result in the Issuer becoming unable to make payments due in respect of the Notes.

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur. Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes are also described below.

Before investing in the Notes, prospective investors should carefully consider all of the information in this Information Memorandum, including the following specific risks and uncertainties. If any of the following risks materialises, the Issuer's and/or the Group's business, results of operations, financial condition and prospects could be materially adversely affected. In that event, the value of the Notes could decline and an investor might lose part or all of its investment due to an inability of the Issuer to fulfil its obligations under the Notes. Although the Issuer believes that the risks and uncertainties described below represent the principal risks and uncertainties inherent in investing in the Notes, the Issuer may be unable to pay interest, principal or other amounts on or in connection with the Notes for other reasons which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate. The latter may also have a material adverse effect on the Issuer's and/or the Group's business, results of operations, financial condition and prospects and could negatively affect the value of the Notes and/or the ability of the Issuer to fulfil its obligations under the Notes.

The Notes may not be a suitable investment for all investors. Investing in the Notes may entail several risks. Prospective investors should also read the detailed information set out elsewhere in this Information Memorandum (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision. In case of doubt, potential investors should consult their own financial and legal advisers about the risks of investing in the Notes and the suitability of such investment in light of their particular situation.

Terms defined in the Conditions shall have the same meaning where used below. Any reference to any code, law, decree, regulation, directive or any implementing or other legislative measure shall be construed as a reference to such code, law, decree, regulation, directive or implementing or other legislative measure as the same may be amended, supplemented, restated and/or replaced from time to time.

RISKS RELATING TO THE ISSUER, THE GROUP AND ITS BUSINESS

Financial and investment risks

The Group is vulnerable to spread risk.

Spread risk results from the sensitivity of the value of assets and liabilities and financial instruments to changes in the level or in the volatility of spreads over the risk-free interest rate term structure. A spread widening will reduce the value of fixed income securities and increase the investment income associated with the purchase of new fixed income securities in the Group's investment portfolio. Conversely, spread tightening will generally increase the value of fixed income securities in the Group's portfolio and will reduce the investment income associated with new purchases of fixed income securities.

Changes in credit spreads will also influence the Group's regulatory valuation of insurance liabilities. Under the framework of Directive 2009/138/EC on the taking-up and pursuit of the business of insurance and reinsurance of 25 November 2009, as amended (the "**Solvency II Directive**" or "**Solvency II**"), the valuation discount rate used for insurance liabilities includes a component known as the "volatility adjustment", which is a function of credit spreads

determined by a generic "reference portfolio". Differences between the Group's actual investment portfolio and the "reference portfolio" may result in additional volatility of the Group's regulatory solvency position.

Finally, a number of factors can cause the market value of an individual asset or of a whole class of assets to decrease, including a perception or fear in the market that there is an increased likelihood of defaults.

Spread risk can therefore have an adverse effect on the Group's business, results of operations, financial condition and prospects. Please also refer to paragraph 9 – "*Key financial figures and Solvency II position*" of the section "*Description of the Issuer*" regarding the impact of spread movements on the Solvency II sensitivities of the Group.

The level of, and volatility in, interest rates may adversely affect the Group.

To be able to meet its future liabilities, the Group invests in a variety of assets that includes a large portfolio of fixed income securities. In this respect, interest rate volatility can adversely affect the Group's business by reducing the returns earned and by reducing the market value of such portfolios. Interest rate risk exists for all assets and liabilities which are sensitive to changes in the term structure of interest rates or interest rate volatility. Changes in interest rates can also impact the products which the Group sells.

Interest rates are highly sensitive to many factors, including governmental, monetary and tax policies, domestic and internal economic and political considerations, inflation, governmental debt, regulatory environment and other factors that are beyond the Group's control. In particular, the Group could be adversely impacted by sustained low interest rates. In times of low interest rates, bond yields typically decrease. Consequently, when the bonds mature the sums realised are reinvested in bonds with lower yields, which in turn decreases the investment income of the Group. A protracted period of low interest rates has a negative impact, especially on the Group's life insurance business, which has written interest rate guarantees and other policyholder options where the portfolio yield approximates the guaranteed interest rate on the policies written. Persistently low interest rates not only render delivering the necessary return for clients or offering competitive profit sharing more difficult, but also hamper efforts to maintain the required profitability to remunerate shareholders. Furthermore, the Group's regulatory solvency position is determined by applying market-consistent methods to the valuation of its insurance liabilities, which are influenced by both the level and volatility of interest rates. Low interest rates also make it difficult to continue to offer clients attractive life investment and savings insurance products, which may lead to a reduction in new business.

The Group's non-life insurance business is equally impacted by interest rate volatility, as its long tail business (such as disability insurance and workmen's compensation) is heavily dependent on investment returns, thereby displaying direct sensitivity to interest rate movements.

As cash flows can be (re-)invested at higher rates, the Group's earnings will be positively impacted by an increase in interest rates, though only over a protracted period of time. Surrenders or lapses could, however, increase as higher investment returns may be available elsewhere and policyholders would have an incentive to switch. This is particularly the case if surrender penalties are relatively low.

All of the interest rate risks described above could have an adverse effect on the Group's business, results of operations, financial condition and prospects. Please also refer to paragraph 9 – "*Key financial figures and Solvency II position*" of the section "*Description of the Issuer*" regarding the impact of interest rate movements on the Solvency II sensitivities of the Group. For further information, please refer to the "*Risk management and solvency*" section of the notes of the Issuer's audited consolidated annual financial statements as of and for the year ended 31 December 2024, which are incorporated by reference into this Information Memorandum.

The Issuer is subject to concentration risk, in particular in relation to sovereign debt.

The Group may be exposed to concentration risk stemming from a lack of diversification of risks in the asset portfolio originated from a large exposure to a single issuer of securities or a group of related issuers. This is in particular the case in relation to investments in sovereign debt.

As at 30 June 2025, approximately 41 per cent.[1] of the Group's portfolio was invested in sovereign bonds. This exposes the Group to the risk of potential sovereign debt credit deterioration and default. Investments in sovereign debt are subject to the direct and indirect consequences of political, economic and social changes (including changes in governments) and to changes in the creditworthiness of the relevant government. The risk exists that the government may be unable or unwilling to repay principal or pay interest when due in accordance with the terms of such debt, and the Group may have limited recourse to compel payment in the event of non-payment or of a default. A government's willingness or ability to repay principal and to pay interest in a timely manner may be affected by different factors that are beyond the Group's control, such as the relative size of the debt service burden to the economy as a whole. Periods of economic uncertainty may affect the volatility of market prices of sovereign debt to a greater extent than the volatility inherent in debt obligations of other types of instruments. Any such event or changes may have an adverse effect on the Group's business, results of operations, financial condition and prospects.

For further information, please refer to note 2 (*Financial investments*) of the Issuer's audited consolidated annual financial statements as of and for the year ended 31 December 2024 and note 1 (*Financial investments*) of the Issuer's unaudited condensed consolidated interim financial statements as of and for the six months period ended 30 June 2025, which are incorporated by reference into this Information Memorandum.

The Group is exposed to fluctuations in the property markets and other risks related to real estate projects.

Fluctuations in the property markets may have an adverse impact on the Group in light of the investments made in real estate assets. The Group is active in the real estate sector, mainly through AG Real Estate SA/NV. As at 30 June 2025, approximately 9 per cent.[2] of the Group's portfolio was invested in real estate assets. Its property portfolio is subject to risks related to, amongst others, decreasing rent levels, decreasing property prices, lower occupancy levels, lower consumer spending and low interest rates. The property portfolio may also be impacted by changes in the general economic conditions in the markets where the Group is actively developing real estate projects and economic conditions may lead to lower occupancy levels of property investments and reduced returns on the Group's property investments. Occupancy levels, mainly in the office market, could suffer from a gloomy economic environment, as a result of changes in working habits and customer expectations, in particular following the COVID-19 pandemic and in light of the broader sustainability movement. In case of defaults by borrowers under their (mortgage) loans, the Group may also have difficulties recovering amounts because of the dependence on the underlying value of the property.

If any of these risks materialise, this may have an adverse effect on the Group's business, results of operations, financial condition and prospects. Please also refer to paragraph 9 – "*Key financial figures and Solvency II position*" of the section "*Description of the Issuer*" regarding the impact of movements relating to properties on the Solvency II sensitivities of the Group.

Stock market volatility or downturns can adversely affect the Group.

The Group is subject to equity risk, which arises from the sensitivity of assets, liabilities and financial instruments to changes in the level or volatility of market prices for equities or their yield. As at 30 June 2025, approximately 5 per cent.[3] of the Group's portfolio was invested in equity securities.

Volatility and declines in market indices can reduce unrealised capital gains in its investment portfolio and hence impact the Issuer's excess solvency margin, as well as influence the economic valuation of its insurance liabilities used to determine its solvency position. Volatility can also negatively affect the demand for certain insurance products, such as unit linked products which combine insurance coverage with investments in financial instruments.

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[1] Source: management reporting computed by the Issuer (view at Ageas' share for Belgium, Europe and Reinsurance).

[2] Source: management reporting computed by the Issuer (view at Ageas' share for Belgium, Europe and Reinsurance).

[3] Source: management reporting computed by the Issuer (view at Ageas' share for Belgium, Europe and Reinsurance).

Recent increased volatility and declines in market indices instigated by, among other factors, the ongoing Russian-Ukraine conflict, the conflicts in the Middle East and the ongoing tariff war, and the indirect consequences of such events on financial markets and/or energy prices, can reduce unrealised capital gains in its investment portfolio and hence impact the Group's solvency margin.

Stock market downturns and high volatility can occur not only as a result of the economic cycle, but also as a result of geopolitical developments, war, acts of terrorism, natural disasters (such as hurricanes, windstorms, hailstorms and earthquakes), pandemics (such as the COVID-19 pandemic) or other factors that are beyond the Group's control.

In this respect, please also refer to the risk factor entitled "*The Group is subject to risks relating to changes in the political, economic and social environment*". Please also refer to paragraph 9 – "*Key financial figures and Solvency II position*" of the section "*Description of the Issuer*" regarding the impact of changes in equity securities on the Solvency II sensitivities of the Group.

The Group is exposed to risks stemming from defaults on its investments as well as in its counterparties.

The Issuer is exposed to default risk, which may arise in relation to the investments it makes as well as to its counterparties in transactions. The investment default risk represents the risk of actual default of the Group's investments. Counterparty default risk is the risk that the third parties owing money, securities or other assets to the Group do not pay or fulfil their obligations when due. These parties include trading counterparties, counterparties under swaps and credit and other derivative contracts, clearing agents, exchanges, clearing houses, reinsurers, bond issuers, financial intermediaries and borrowers under (mortgage) loans. Third parties may default on their obligations to the Issuer due to bankruptcy, lack of liquidity, downturns in the economy or real estate values, operational failure, fraud or other reasons.

Any such risk may have an adverse effect on the Group's business, results of operations, financial condition and prospects. For further information, please refer to the "*Risk management and solvency"* section of the notes of the Issuer's audited consolidated annual financial statements as of and for the year ended 31 December 2024, which are incorporated by reference into this Information Memorandum.

Fluctuations in currency exchange rates may affect the Group's business, results of operations, financial condition and prospects.

The Group is exposed to currency risk arising from the sensitivity of its assets and liabilities to changes in the level of currency exchange rates when there is a mismatch between the relevant currency of its assets and its liabilities. This risk materialises in situations where the Group has assets or liabilities that are non-euro denominated, either as a participation or in the context of a risk transfer between Group entities.

A strengthening or weakening of the euro against the relevant foreign currency may have an adverse effect on the Group. The Group's policy does not dictate to hedge equity investments, permanent funding for subsidiaries and equity associates in foreign currency and their proportion in the Group net income. The Group can accept the mismatch arising from ownership of local operating companies in non-euro currencies as a consequence of being an international group.

Therefore, currency exchange fluctuations may adversely affect the Group's business, results of operations, financial condition and prospects. For further information, please refer to note 6 (*Foreign currency transactions and balances*) of the Issuer's audited consolidated annual financial statements as of and for the year ended 31 December 2024, which are incorporated by reference into this Information Memorandum.

Asset illiquidity can adversely affect the Group.

Liquidity risk in the Group's business stems from the risk of being unable to liquidate investments and other assets in order to settle financial obligations when they fall due. Constraints on liquidating assets may be structural or due to market disruption. The Group's investment in illiquid assets mainly takes the form of investment property, loans

and mortgages, and private equity. Additionally, the Group invests in collective investment funds, which can display varying levels of liquidity depending on the nature of the fund.

The financial commitments of the Group and its local businesses are often long-term, and generally assets held to back these would be long-term and may not be liquid. Claims and other outflows can be unpredictable and may differ significantly from expected amounts. If the Group does not have liquid resources available to meet its financial commitments as they fall due, the Group will need to borrow liquid funds and/or sell illiquid assets (which may trigger a significant loss in value) in order to meet such commitments. Losses would arise from any discount that would need to be offered to enable the Group to liquidate assets in the required timeframe.

The causes of liquidity risk in the operating companies of the Group can be split into elements that can create a sudden increase in the need for cash and elements that can reduce unexpectedly the availability of expected resources to cover cash needs. Such liquidity risk includes, for example, underwriting liquidity risk, which is the risk that the Group or a local business needs to pay a material amount to cover unanticipated changes in customer behaviour (lapse risk), sudden rise in frequency claims or sudden large claims resulting from large or catastrophic events such as windstorms, ash clouds, flu pandemic, etc.

If any such risks materialise at the level of the operating companies of the Group, this may also have an indirect adverse impact on the Issuer, for example arising from limited dividend upstreaming.

A sustained increase in inflation rates may adversely affect the Group's business, solvency position and results of operations.

There is a risk that a rise in inflation, driven by factors such as supply chain issues, labour shortages and rising energy costs, will become more persistent in coming years. This situation could necessitate further central bank monetary policy in the form of additional interest rate hikes. The Russia-Ukraine conflict and other ongoing conflicts have impacted the supply of energy, gas and other critical commodities, exacerbating inflationary pressures. In this respect, please also refer to the risk factor entitled "*The Group is subject to risks relating to changes in the political, economic and social environment*".

A sustained increase in the inflation rate in the markets where the Group operates would have multiple impacts on the Group and may adversely affect its business, results of operations, financial condition and prospects. For example, a sustained increase in the inflation rate may result in an increase in market interest rates which may in turn (i) decrease the estimated fair value of certain fixed income securities the Group holds in its investment portfolio, resulting in reduced levels of unrealised capital gains available to the Group (which could adversely impact its solvency margin position and net income) and (ii) result in increased surrenders of certain life and savings products, particularly those with fixed rates below market rates (which could adversely affect the Group's results of operations). Inflation may also require the Group to pay higher interest rates on debt securities that it might issue in the financial markets from time to time.

A significant and sustained increase in inflation has historically also been associated with sluggish performance of equity markets. A sustained decline in equity markets may (i) result in impairment charges to equity securities that the Group holds in its investment portfolio and reduce levels of unrealised capital gains available to the Group (which would in turn reduce net income and negatively impact the Group's solvency position), (ii) negatively impact performance, future sales and surrenders of unit linked products where the underlying investments are often allocated to equity funds and (iii) negatively impact the ability of the Group's asset management to retain and attract assets under management, as well as the value of assets that are managed, all of which may adversely impact the Group's results of operations. In this respect, please also refer to the risk factor entitled "*The Group is exposed to fluctuations in the property markets and other risks related to real estate projects*".

In addition, in the context of certain property and casualty risks underwritten by the Group (particularly "long-tail" risks), a sustained increase in inflation may result in claims inflation (i.e., an increase in the amount ultimately paid

to settle claims several years after the policy coverage period or event giving rise to the claim), coupled with an underestimation of corresponding claims reserves at the time of establishment due to a failure to fully anticipate increased inflation and its effect on the amounts ultimately payable to policyholders. This may consequently lead to actual claims payments significantly exceeding associated insurance reserves. In addition, a failure to accurately anticipate higher inflation and factor it into the product pricing assumptions may result in a systemic mispricing of products, resulting in underwriting losses which may adversely impact the Group's business, results of operations, financial condition and prospects.

Insurance liability risks

Non-life underwriting risks may have an adverse impact on the Group's business, results of operations, financial condition and prospects.

The Group is subject to non-life underwriting risks, which mainly consist of reserve, premium, catastrophe and lapse risks. Outstanding claims may be affected by an adverse change in the value of insurance liabilities resulting from fluctuations in the timing and amount of claim settlements and claim expenses, commonly referred to as the reserve risk. There may furthermore be a risk that the premium paid by a policyholder will not be sufficient to cover all liabilities, including claims and expenses resulting from fluctuations in frequency, severity of claims, timing of claim settlements or adverse changes in expenses. Losses may also occur as a consequence of claims generated by catastrophic events, natural disasters or man-made events with a lot of victims involved or with collateral impacts such as pollution or business interruption. In particular, assessing weather-related risks in a rapidly changing environment has become increasingly difficult, with knowledge of past weather events becoming an unreliable guide for future weather events. Finally, lapse risk occurs, related to future premiums included in the premium provision where an expected profit is foreseen. Lapse risk is the risk that more lapses will occur than the expected ones, generating less profit than foreseen.

Experience in the Group's life and non-life businesses could be inconsistent with the assumptions the Group's operating companies use to price their products.

For the six months period ended 30 June 2025, the Group derived approximately 65 per cent.[4] of its gross inflows from its life business and approximately 35 per cent. of its gross inflows from its non-life business. The results of the Group's life and non-life businesses depend significantly upon the extent to which their actual claims experience remains consistent with the assumptions used by the operating companies of the Group in the pricing of their products. Life insurance premiums are calculated using assumptions as to mortality, interest rates and expenses used to project future liabilities. In non-life insurance, claim frequency, claim severity and expense assumptions are used to set prices. Although experience (i.e., the claims and expenses as actually experienced) is closely monitored, there is no guarantee that actual experience will match the assumptions that were used in initially establishing the future policyholder benefits and related premium levels. To the extent that actual experience differs significantly from the assumptions used, the Group may be faced with unforeseen losses that adversely impact its results.

Reinsurance may not be adequate to protect the Group against losses and the Group may incur losses due to the inability of its reinsurers to meet their obligations.

In the normal course of their business, Group companies transfer exposures to certain risks in their non-life and life insurance businesses to third parties through reinsurance arrangements. Under these arrangements, reinsurers assume a portion of the Group's losses and expenses associated with reported and unreported claims in exchange for a portion of the premiums. The availability, amount and cost of reinsurance depend on general market conditions and may vary significantly. If reinsurance is not available at commercially attractive rates and if the resulting additional costs are not compensated by premiums paid to the Group, this could adversely affect the Group's business, results of

[4] Source: management reporting computed by the Issuer (Group-wide view at Ageas' share).

operations, financial condition and prospects. Also, increasing concentration in the reinsurance market reduces the number of major reinsurance providers and therefore could hamper the Group's efforts to diversify in its reinsurance risk.

Reinsurers may also seek to "cut off" the obligations they owe under the reinsurance arrangements by schemes of arrangement. A scheme of arrangement allows an insurer or reinsurer to achieve finality for their exposure to certain policies by giving creditors a fair valuation of ultimate liabilities (i.e., settling all known claims balances and incurred but not reported balances). A scheme of arrangement may limit the benefit of reinsurance protections and ultimately the amount available to pay out subsequent claims.

Any decrease in the amount of the Group's reinsurance cover relative to its primary insurance liability could increase its risk of loss. Reinsurance arrangements do not eliminate the Group's obligation to pay claims and introduce counterparty risk with respect to the Group's ability to recover amounts due from the reinsurers. Furthermore, the risk of default by a reinsurer cannot be excluded. Any inability of its reinsurers to meet their financial obligations could adversely affect the Group's business, results of operations, financial condition and prospects. The reinsurance risk to which the Group is exposed may also lead to retrocession risk for the Issuer. Retrocession arrangements may not be adequate or sufficient to protect the Group against losses. The Group could further be exposed to losses in cases where reinsurers default (partially) before settling outstanding claims the Group has against them.

The Group is subject to risks concerning the adequacy of its technical provisions, which could have an adverse impact on the Group's results in case these provisions prove to be insufficient.

The technical provisions of the Group serve to cover the current and future liabilities towards its policyholders. Technical provisions include, among others, mathematical provisions, claims provisions (for reported and unreported claims), unearned premium provisions and ageing provisions. As at 30 June 2025, the technical liabilities of the Group amounted to EUR 79.6 billion[5]. Depending on the actual realisation of the future liabilities (i.e., the claims as actually experienced), the current technical provisions may prove to be inadequate. Reserving inadequacy can also occur due to other factors that are beyond the control of the Group, such as unexpected legal developments, advances in medicine and changes in social attitudes. To the extent that technical provisions are insufficient to cover the Group's actual insurance losses, expenses or future policy benefits, the Group would have to add to these technical provisions and incur a charge to its earnings, which may adversely affect its business, results of operations, financial condition and prospects.

The Group is subject to the volatility of insurance claims.

The Group is exposed to the volatility of insurance claims. This includes premium and reserve fluctuation due to several factors such as timing, frequency and severity of insured events, the timing and amount of claims payments, and the volatility of expenses incurred in the management of insurance or reinsurance contracts. Catastrophe risk also impacts the volatility of the Group's obligations due to the uncertainty relating to extreme or exceptional events that may affect the contracts entered into with the Group. This volatility could have a material effect on the results and financial conditions of Group.

Operational risks

The financial industry, including the Group, is increasingly dependent on information technology systems, which may fail, be inadequate, no longer available or the target of cyber-attacks.

The Group is increasingly dependent on highly sophisticated information technology ("**IT**") systems for the conduct of its business. The proper functioning of the Group's payment systems, financial and sanctions controls, risk

[5] Total of insurance and investment contract liabilities of consolidated entities.

management, credit analysis and reporting, accounting, customer services and other IT services are critical to the Group's operations.

IT systems are, however, vulnerable to a number of problems, such as software or hardware malfunctions, computer viruses, hacking and physical damage to vital IT centres. IT systems need regular upgrading and insurance institutions, including the Group, may not be able to implement necessary upgrades on a timely basis or upgrades may fail to function as planned. Furthermore, failure to protect financial industry operations from cyber-attacks could result in the loss or compromise of customer data or other sensitive information. Large organisations, such as the Group, and their suppliers are increasingly becoming targets for cyber-crime and are at risk of nefarious cyber-attacks. The likelihood of such attacks arising has only increased as a result of the Russia-Ukraine conflict, particularly if those organisations retain personal information about many people, and migrate some of their operations on to digital platforms. These threats are increasingly sophisticated and there can be no assurance that insurance institutions, including the Issuer, will be able to prevent all breaches and other attacks on their IT systems. Any protective measures which the Group puts in place do not guarantee complete protection against losses in case of a cyberattack or other security incident.

In addition to costs that may be incurred as a result of any failure of IT systems, insurance and reinsurance institutions, including members of the Group, could face fines from regulators if they fail to comply with applicable insurance or reporting regulations. A cyber-attack on the Group could result in material damage to its brand and reputation as well as a loss of business. Any of the foregoing could have a material adverse impact on the Group's results or financial position.

Operational risks are an inherent part of the Group's business.

The Group is exposed to operational risks due to losses arising from inadequate or failed internal processes, personnel, systems or external events. The Group has identified seven major sources of operational risks: (i) unintentional or negligent failure to meet a professional obligation to specific clients (including fiduciary and suitability requirements) and corporate stakeholders (e.g. regulators) or from the nature or design of a product, (ii) losses from failed transaction processing or process management, from relations with trade counterparties and vendors, (iii) loss events associated with the interruption of business activity due to internal or external system and/or communication system failures, the inaccessibility of information and/or the unavailability of utilities and other externally driven business disruptions which may also harm personnel, (iv) events arising from acts/omissions, intentional or unintentional, inconsistent with applicable laws on employment relation, health, safety and diversity/discrimination acts the Group is responsible for, (v) deliberate abuse of procedures, systems, assets, products and/or services of a company involving at least one internal staff member (i.e., a member who is on the payroll of the company) who intends to deceitfully or unlawfully benefit themselves or others, (vi) events arising from acts of fraud and thefts, or intentional circumvention of the law, actuated by third parties, with the goal of obtaining a personal benefit, damaging the Group or its counterparties (for which the Group pays), or damaging the Group's assets, including all forms of cyber risk and fraud by clients and external parties and (vii) losses arising from loss or damage to physical assets from natural disasters or other events.

If any such risk materialises, this may have an adverse effect on the Group's business, results of operations, financial condition and prospects. For further information on the risk management of the Group, please refer to the "*Risk management and solvency"* section of the notes of the Issuer's audited consolidated annual financial statements as of and for the year ended 31 December 2024, which are incorporated by reference into this Information Memorandum and the section "*Description of the Issuer – Risk management*".

The hiring and retention of skilled employees is a priority for the Group and the failure to realise this objective could have a negative impact on the sustainability and development of its business and on its profitability.

The success of the Group's business, the continuity of its operations and its ability to develop new products and services and to comply with a continually changing legal framework depend on its ability to attract and retain

qualified employees, particularly those with responsibilities such as actuarial analysis, financial analysis, risk and compliance. The Group faces intense competition in the hiring and retention of trained and capable employees. The retirement of employees also creates the additional challenge of bridging the age or seniority gap by attracting new recruits with adequate profiles on a timely basis. In addition, talent management in view of effective succession planning for critical functions and successful in-sourcing certain new capabilities may also prove to be challenging.

Failure to attract and retain sufficient highly skilled and trained employees may adversely impact the Group's ability to comply with its legal obligations (including the approval of certain individuals by regulatory authorities) or its ability to sustain or develop certain businesses and may therefore have an adverse effect on the Group's business, results of operations, financial condition and prospects.

Strategic and business risks

The solvency capital ratios of the Issuer and the Group may be negatively impacted by adverse capital market conditions, evolving regulatory interpretations and other factors.

As described in the section "*Description of the Issuer – Insurance supervision and regulation*", the Issuer is subject to the requirements of the Solvency II Directive and is supervised by the NBB as an insurance holding and reinsurance company. In addition, local regulatory requirements apply to Group members.

The Issuer's solvency capital ratios are sensitive to capital market conditions as well as a variety of other factors. Insurance regulators, including the NBB, generally have broad discretion in interpreting, applying and enforcing their rules and regulations with respect to solvency and regulatory capital requirements and, during periods of extreme financial market turmoil, regulators may become more conservative in the interpretation, application and enforcement of these rules, for example by imposing increased reserving requirements for certain types of risks, greater liquidity requirements, higher discounts/"haircuts" on certain assets or asset classes, more conservative calculation methodologies or taking other similar measures which may significantly increase regulatory capital requirements.

In the event of a failure by the Issuer to meet applicable regulatory capital requirements, insurance regulators, including the NBB, have broad authority to require or take various regulatory actions, including limiting or prohibiting the issuance of new business, prohibiting payment of dividends, prohibiting the payment of interest on securities (such as the Notes) and/or, in extreme cases, putting the company into restructuring or insolvency proceedings. In this respect, the Issuer is also subject to the risk that contingency plans designed to ensure that the Issuer remains within the regulatory minimum requirements do not achieve their objectives.

The Group may be unable to successfully execute its strategy.

The Group faces a competitive environment in all the markets in which it operates and its profitability is generally dependent on the level of demand for its products and services as a whole, and on its ability to control its risk profile and operating costs. Demand and competition in the markets in which the Group is active are subject to changes in response to political or regulatory developments, general economic conditions, and other market conditions beyond the control of the Group. As a consequence, the Group may face margin or volume declines in the future. The realisation of any of the aforementioned risks could have material adverse effects on the Group's business, financial condition and results of operations. In this respect, please also refer to the risk factor entitled "*The Group is subject to risks relating to changes in the political, economic and social environment*".

The implementation and achievement of the Group's strategy and its operational and financial performance is dependent upon many factors, some of which are beyond the Issuer's control, including general conditions of the insurance industry. As a consequence, the deterioration of the insurance industry conditions, a change of the regulatory environment or a general distrust against the industry may have material adverse effects on the Group's business, financial condition and results of operations.

Please also refer to paragraph 4 – "*Strategy*" of the section "*Description of the Issuer*" for further information on the strategy of the Group.

The Group may not be able to realise the anticipated returns from any acquisition, including the acquisition of esure and the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis, and may incur certain risks relating to its growth strategy.

To pursue its growth ambitions, the Group may, in addition to the recent acquisition of esure and the acquisition of the outstanding shares in AG Insurance SA/NV ("**AG Insurance**") held by BNP Paribas Fortis, which was announced on 8 December 2025, contemplate certain other business growth opportunities, such as the deployment of new activities, the expansion of existing activities, the undertaking of acquisitions or the set-up of joint venture arrangements. Various factors, including the ability to identify appropriate targets or partners, and competition, regulatory restrictions and necessary consents or the ability to raise relevant financing or muster relevant support may make it difficult for the Group to execute its growth strategy.

Any acquisition, including the recent acquisition of esure and of the outstanding shares in AG Insurance held by BNP Paribas Fortis, could have an impact on the capital requirements of the Group and leave the Group exposed, at least to some degree and, where applicable, to any operational shortcomings of the target company and potentially the risk of overpaying for any such acquisition. In addition, there can be no assurance that the Group will be able to fully integrate or realise the expected cost savings and revenue generation opportunities envisaged in relation to esure or any other businesses or targets that it could acquire in the future. If not achieved, any acquisition, including the recent acquisition of esure, may have an adverse effect on the Group's business, financial condition, results of operations or prospects.

The accounts of the Group include amounts reflecting goodwill and other intangible assets primarily generated through acquisitions and business combinations. Adverse developments in business performance, as well as changes in financial markets and interest rates, may require the recognition of accounting impairment of such assets, which could have a material adverse effect on the operating results and financial position of the Group, as well as its reputation.

Please also refer to paragraph 10 – "*Recent developments*" of the section "*Description of the Issuer*" for more information on the acquisition of esure and the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis.

The businesses of the Group are subject to extensive laws and regulations. Changes in the legal and/or regulatory environment may have an adverse effect on its business, financial condition, reputation or image in the market.

The Group conducts its businesses subject to ongoing regulation and associated regulatory risks, including the effects of changes in the laws, regulations, policies and interpretation thereof in those jurisdictions in which the Group conducts business. New regulations or changes in existing regulations may be imposed in relation to, among others, allowable product features, conduct of business, underwriting practices (e.g. genetic testing), guarantees, profit sharing, personnel rules, reserving and solvency. The timing and form of future changes in regulation are unpredictable and beyond the Group's control. Changes made could materially and adversely affect the Group's business, results of operations, financial condition and prospects, for example in relation to the volume or quality of new sales or the profitability of in-force business. Heightened regulatory scrutiny could, for example, prohibit certain types of segmentation and adversely impact the Group's profitability.

Most recently, the adoption of the European Directive 2025/1 establishing a framework for the recovery and resolution of insurance and reinsurance undertakings (the Insurance Recovery and Resolution Directive, "**IRRD**") and Directive 2025/2 amending the Solvency II Directive, which entered into force in January 2025, introduced changes to the industry's solvency framework and prudential regime. The full impact of these changes will become clearer once the directives have been transposed into Belgian law, but will in any case lead to implementation costs.

The IRRD in particular introduces a regulatory framework aimed at strengthening the stability and resilience of the European insurance sector. Similar to the banking sector, the IRRD introduces measures to ensure that supervisors can, in case of financial difficulty, take necessary measures to effectively protect policyholders, maintain financial stability and minimise reliance on public funds. It is difficult to predict how the rules and regulations resulting from such initiatives and proposals will affect the Issuer's business, results of operations, financial conditions and prospects. In this respect, please also refer to the risk factor entitled "*The Issuer, the Group and the Notes could become subject to the application of the resolution powers, including bail-in, under the IRRD*".

The adoption of other EU directives in recent years, such as the European Directive 2022/2464 as regards corporate sustainability reporting (the Corporate Sustainability Reporting Directive, "**CSRD**") has also contributed to the compliance burden and associated costs.

Furthermore, the Group collects and processes significant amounts of sensitive personal data from its customers, business contacts and employees. Accordingly, it is required to comply with applicable data protection and privacy laws and industry standards. This includes compliance with Regulation (EU) 2016/679, the general data protection regulation (the "**GDPR**"), which has established a harmonised data protection regulation across the EU and includes strict compliance requirements and sanctions for non-compliance. The GDPR imposes a high compliance burden on the insurance industry and impairs the Group's ability to use customer data, for example by restricting the Group's ability to create customer profiles. The Group is in this context also exposed to the risk that the personal data it controls could be wrongfully accessed and/or used or otherwise lost or disclosed or processed in breach of applicable data protection regulations. In this respect, please also refer to the risk factor entitled "*The financial industry, including the Group, is increasingly dependent on information technology systems, which may fail, be inadequate, no longer available or the target of cyber-attacks*".

Additional regulatory developments, including regarding solvency requirements, may lead to further changes in the insurance industry's solvency framework and prudential regime as well as associated costs. It is difficult to predict how the rules and regulations resulting from such initiatives and proposals will affect the insurance industry generally or the Issuer's and the Group's business, results of operations, financial condition and prospects. However, any initiatives which lead to increased capital requirements for the Group could have an adverse impact on the Group's results of operations. If the Group fails, or appears to fail, to address some of these regulatory changes, the Group's reputation could be harmed and the Group could be subject to additional legal risk, including enforcement actions, fines and penalties. There are a number of risks in areas where applicable regulations may be unclear or where regulators revise their previous guidance or courts overturn previous rulings. The Group also faces increasing compliance costs in view of the continuously changing regulatory landscape in which it operates, which could impact its results and financial condition.

The Group is subject to risks relating to changes in the political, economic and social environment.

Changes in general political, economic and social conditions may have an adverse impact on the Group's business, results of operations, financial condition and prospects.

The Group may be affected by political events which are beyond its control, such as the ongoing Russian-Ukraine conflict, the conflicts in the Middle East and the ongoing tariff war.

Furthermore, the global economy, the condition of the financial markets and adverse macro-economic developments can all significantly influence the Group's performance. A deterioration in economic conditions in the markets in which the Group operates could result in a reduction in the disposable incomes of actual and potential customers in such markets, which in turn could reduce the demand for the Group's products and could adversely impact the Group's results of operations.

Finally, the Group may in general be subject to environment risk, which includes: (i) changes in the economic environment arising from economic factors (e.g. inflation, deflation, unemployment and changing consumer

confidence or behaviour) that can impact the Group's businesses, (ii) environmental risks of the geopolitical environment which can impact the Group's ability to develop business in the different countries where it operates, (iii) technology shifts and the impact this can have on customer buying behaviour and the need to develop appropriate IT strategies, (iv) other emerging risks, such as major scale events or circumstances beyond one's direct capacity to control, which would impact in ways difficult to imagine today, such as potential claims from nanotechnology or changing weather patterns and (v) contagion risks – an extreme form of concentration risk that arises when usually unrelated risk factors affect each other and become highly correlated – linked to the greater levels of connectivity across the world and therefore the Group's markets and risk types.

A failure to understand and respond effectively to the risks associated with environmental, social or governance factors could adversely affect the Group.

ESG-related risks may directly or indirectly impact the Group's business and the achievement of its strategy. The Group is exposed to the potential long-term impact of climate change risks, which include the financial and non-financial impact of transition, physical and litigation risks. The global transition to a lower carbon economy may have an adverse impact on investment valuations as certain financial assets re-price, and this could result in some asset sectors facing higher costs and a reduction in demand. The speed of this transition, and the extent to which it is orderly and managed, will be influenced by factors such as public policy, technology and changes in market or investor sentiment. This climate-related transition risk may adversely impact the valuation of certain investments held by the Group and the potential broader economic impact may adversely affect customer demand for the Group's products. The direct physical impacts of climate change, driven by both specific short-term climate-related events such as natural disasters and longer-term changes to climate and the natural environment, will increasingly influence certain risk assessments for the Group's product offerings and claims. Climate-driven events could impact the Group's operational resilience and its customers.

Litigation or other proceedings or actions may adversely affect the Group's business and hence its financial condition and results of operations.

In the course of its normal business, the Group is, from time to time, involved in legal proceedings the outcomes of which are difficult to predict or quantify. The Group may also become involved in legal disputes in the future that may involve substantial claims for damages or other payments. There may also be adverse publicity associated with litigation that could decrease customer acceptance of the Group's services, regardless of whether the allegations are valid or whether the Group ultimately is found liable. As a result, such proceedings could have an adverse effect on the Group's business, financial condition, operating results and prospects.

Please also refer to paragraph 12 – "*Legal and arbitration proceedings*" of the section "*Description of the Issuer*".

The Issuer is exposed to the risk of a downgrade of any of its credit ratings.

The Issuer is rated, at the request or with the co-operation of the Issuer in the rating process, "A+" (stable outlook) (Financial Strength Rating) and "A+" (stable outlook) (Issuer Credit Rating) by S&P, "A+" (stable outlook) (Long-Term Issuer Default Rating) and "AA-" (stable outlook) (Long-Term Insurer Financial Strength Rating) by Fitch and "A1" (stable outlook) (Long-Term Issuer Rating) by Moody's. A downgrade of any of the Issuer's credit ratings (for any reason whatsoever) could have a variety of negative effects, including higher funding and refinancing costs in the capital markets, a weakened competitive position, increased surrenders or termination of policies, increased costs of reinsurance and damage to the Issuer's reputation and image, all of which could have an adverse effect on the Group's business, results of operations, financial condition and prospects.

In this respect, please also refer to the risk factor entitled "*Credit ratings may not reflect all risks*".

The Group relies on the alignment of strategic objectives in its partnerships and joint ventures.

The Group's strategy of partnership may involve challenges in achieving strategic objectives and expected benefits of the relevant business arrangement. Risks furthermore arise in relation to the operations of the joint venture arrangements and partnerships. The Group supports the maintenance of an effective control framework which substantially and appropriately covers corporate governance, finance, risk management, compliance and audit functions. In joint ventures, however, where the Group does not necessarily have direct control, there is an increased likelihood of risks materialising due to control issues. The main risks for joint venture companies, in particular for those established in Asia, are conflicts of interests in situations where the partner itself has ambitions to expand across the region or even globally, the partner's restructuring ambitions resulting in unreasonable demands, potential adverse regulatory actions and deterioration in the relationship with local management.

These risks could lead to the failure of a joint venture to meet the Group's objectives or the termination of the relevant joint venture, which could have an adverse impact on the Group's business, results of operations, financial condition and prospects.

The Group may be subject to distribution risk.

Distribution is very important in the Group's business model and the Group relies to an important extent on external parties and partners for distribution, including different bank channels such as channels from BNP Paribas Fortis SA/NV ("**BNP Paribas Fortis**") in Belgium and BCP Millenium in Portugal. In particular, the Issuer's main subsidiary in Belgium, AG Insurance, distributes its products through independent insurance brokers and branches of BNP Paribas Fortis, in addition to its distribution directly in a "business to business" context. As part of the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis, which the Issuer announced on 8 December 2025, AG Insurance and BNP Paribas Fortis have re-confirmed their collaboration by means of a bancassurance agreement with a duration of fifteen years, starting as from 2027. In this respect, please also refer to the risk factor entitled "*The Group may not be able to realise the anticipated returns from any acquisition, including the acquisition of esure and the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis, and may incur certain risks relating to its growth strategy*" and paragraph 10 – "*Recent developments*" of the section "*Description of the Issuer*".

Distribution risk relates to challenges in the ability to maintain alignment of interests in joint ventures set up with partners, control product mix and volumes, commoditisation of Group products and sudden loss of sales if a distribution channel does not continue the strategic relationship. Distribution risk can arise due to a number of causes, including lack of alignment of incentives, poor relationship management or lack of sufficient bargaining power in the relationship.

A substantial part of the distribution, particularly in the non-life insurance business, originates from distribution through a large network of brokers that may also offer products of the Group's competitors. As a result, the Group's successful distribution through this channel depends on the preferences of these intermediaries for the products and services of the Group. Intermediaries' preferences are determined in part by the level of compensation offered and also by product features and quality, the services offered to customers, the support services and the financial position or solvency of the insurance company. The Group may not succeed in continuing to provide incentives to insurance brokers to market its products and services successfully, which failure could adversely impact its business, results of operations, financial condition and prospects.

Furthermore, the Group's reliance on the distribution and brand of its joint venture partners leads to inevitable dependence on such partners and risks in terms of distribution. In this respect, please also refer to the risk factor entitled "*The Group relies on the alignment of strategic objectives in its partnerships and joint ventures*".

The Group's performance is subject to substantial competitive pressure that could adversely affect its results.

The Group is subject to substantial competition in the various jurisdictions in which it is active. This has also been impacted by the financial crisis and solvency capital requirements, which have put insurers under pressure to generate profitability in a mature environment. In addition, industry consolidation has continued in order to diversify risks and realise economies of scale.

Consumer demand and awareness also affect competition, in particular as a result of technological advances and the impact of (social) media. Consumers have become more knowledgeable, price conscious and risk averse, demanding more convenience and transparency. Online aggregators furthermore allow consumers to compare insurance premiums.

If the Group is unable to offer competitive and attractive products profitably, it may lose market share and/or incur losses on some of its activities. Competitive pressure could further result in increased pricing pressure, particularly as competitors seek to win market share, which may impair the ability of the Group to maintain or increase profitability.

The Group is exposed to risks associated with the preparation of financial information.

The consolidated accounts of the Issuer are prepared in accordance with IFRS Accounting Standards as adopted by the European Union ("**IFRS**") and with the legal and regulatory requirements applicable in Belgium. These may be adversely affected by changes to IFRS, as issued by the International Accounting Standards Board and adopted by the European Union, or to the legal or regulatory framework applicable in Belgium, which may result in negative effects on the accounting treatment and valuation of the Issuer's insurance and reinsurance contracts.

Changes to IFRS for insurance companies have been applied in recent years and further changes may be proposed in the future. The International Accounting Standards Board has published IFRS 9 accounting standards for financial instruments and IFRS 17 accounting standards for insurance contracts (replacing IFRS 4 as of 1 January 2023). These made significant changes to the financial reporting landscape of insurance entities and affected the way in which the Issuer presents its financial information, including the effect of technical reserves and reinsurance on the value of insurance contracts. The Issuer devoted resources to adapt its organisation, processes and systems to reflect these changes which are costly. Any future changes may again require important investments of the Issuer and may have a further impact on how the Issuer presents its financial information.

RISKS RELATING TO THE NOTES

Risks relating to the structure of the Notes

The Issuer's obligations under the Notes are deeply subordinated, and on a Winding-up of the Issuer investors may lose some or all of their investment in the Notes.

The Notes will constitute direct, unsecured and subordinated obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves. In the event of a Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Notes shall, subject to any obligations which are mandatorily preferred by law, rank: (i) junior to the rights and claims of (a) the holders of unsubordinated indebtedness and payment obligations of the Issuer (including, without limitation, the claims of all policyholders (if any) of the Issuer), (b) the holders of all dated or perpetual subordinated indebtedness, payment obligations and other instruments of the Issuer (including the holders of subordinated indebtedness and payment obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 3 Capital or Tier 2 Capital of the Issuer as at their respective issue dates) other than any rights and claims of holders of any Parity Securities or Junior Securities and (c) the holders of any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support

agreement ranks, or is expressed to rank, senior to the Notes, (ii) at least *pari passu* with any rights and claims of holders of Parity Securities and (iii) in priority to the rights and claims of the holders of Junior Securities.

By virtue of such subordination, in a Winding-up of the Issuer the assets of the Issuer would be applied first in satisfying all senior-ranking claims in full, and payments would be made to Holders of the Notes, *pro rata* and proportionately with payments made to holders of any Parity Securities (if any), only if and to the extent that there are any assets remaining after satisfaction in full of all such senior-ranking claims. A Holder may therefore recover a smaller proportion of its claim than the holders of unsubordinated liabilities or liabilities of the Issuer that are not as deeply subordinated as the Notes, or may not recover any part of its investment in the Notes.

The Notes are furthermore structurally subordinated to any indebtedness of a subsidiary of the Issuer, taking into account the Issuer's activities as an insurance holding company and reinsurance company, making it to an important extent dependent on distributions from its subsidiaries. The application of insolvency laws to the Issuer's subsidiaries may adversely affect a recovery by the holders of amounts payable under the Notes, taking into account the fact that the Issuer depends, to a certain extent, on the distributions received from its subsidiaries. In the event of an insolvency of a subsidiary of the Issuer, it is likely that, in accordance with applicable insolvency laws, the creditors of such entity need to be repaid in full prior to any distribution being made to the Issuer as shareholder of such subsidiary. Any limitation on such distributions to the Issuer may therefore impact its financial position and, subsequently, its ability to satisfy its obligations under the Notes.

Furthermore, the Conditions will not limit the amount of the liabilities ranking senior to, or *pari passu* with, the Notes which may be incurred or assumed by the Issuer from time to time, whether before or after the Issue Date. In addition, the Conditions do not limit the indebtedness which may be incurred or assumed by the Issuer's subsidiaries. The incurrence of any such liabilities may reduce the amount (if any) recoverable by Holders on a Winding-up of the Issuer or an insolvency of any of the Issuer's subsidiaries and/or may increase the likelihood of a cancellation of Interest Payments under the Notes. In this respect, please refer to the risk factor entitled "*The Notes are unsecured obligations and there is no limitation for the Issuer or its subsidiaries under the Conditions to incur additional indebtedness*".

In addition, investors should be aware that, upon a Trigger Event occurring, following a Write Down of the Notes which is not followed by a Write Up, Holders will have a significantly reduced claim (which may effectively amount to zero) in the Winding-up of the Issuer. This may be the case even if other existing subordinated indebtedness or share capital remains outstanding and provable in full in the Winding-up, with the effect that any sums recovered in respect of the Notes (if any) may be substantially lower than the relative recovery made by holders of instruments which rank *pari passu* with or junior to the Notes. There is a risk that Holders will lose substantially the entire amount of their investment, regardless of whether the Issuer has sufficient assets available to settle what would have been the claims of Holders or of securities subordinated to the same or greater extent as the Notes, in a Winding-up or otherwise.

The Conditions also provide that, subject to applicable law, no Holder may exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Holder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, netting, compensation or retention.

Although subordinated debt securities (such as the Notes) may potentially pay a higher rate of interest (subject always to the Issuer's right and, in certain circumstances, obligation to cancel interest payments in accordance with the Conditions) than comparable debt securities which are not subordinated, there is a real risk that an investor in such securities will lose some or all of its investment should the Issuer become insolvent.

Furthermore, if the Issuer's financial condition deteriorates such that there is an increased risk that the Issuer may be subject to a Winding-up or that a Trigger Event might occur, such circumstances can be expected to have an adverse effect on the market price of the Notes. Investors in the Notes may find it difficult to sell their Notes in such

circumstances, or may only be able to sell their Notes at a price which may be significantly lower than the price at which they purchased their Notes. Investors who sell their Notes in such circumstances may lose some or substantially all of their investment in the Notes, whether or not the Issuer is subsequently subject to a Winding-up or a Trigger Event occurs.

The Issuer may, furthermore, become subject to resolution powers. In this respect, please refer to the risk factor entitled "*The Issuer, the Group and the Notes could become subject to the application of the resolution powers, including bail-in, under the IRRD*".

The Notes are unsecured obligations and there is no limitation for the Issuer or its subsidiaries under the Conditions to incur additional indebtedness.

The Conditions do not limit the ability of the Issuer or any of its subsidiaries to incur additional indebtedness, including indebtedness that ranks senior or *pari passu* or indebtedness that has the benefit of security over the assets of the Issuer or any of its subsidiaries. Any such other indebtedness may be, or have been, provided on terms that are more advantageous to the creditors thereof, including in respect of representations, financial and other covenants and/or events of default. In circumstances where such events of default are triggered, this will impact the Issuer's and the Group's financial position and the Issuer's potential to satisfy its obligations under the Notes. Such finance arrangements and any indebtedness additionally incurred in the future may furthermore include restrictive covenants which may restrict the Issuer and/or the Group's ability to incur additional indebtedness, provide guarantees, create security interests, pay dividends, redeem share capital, sell assets, make investments, merge or consolidate with another company, and engage in transactions with affiliates.

Any additional indebtedness may reduce the amount recoverable by Holders in the event of a Winding-up of the Issuer. In the event of a Winding-up of the Issuer and taking into account the payment of the claims ranking senior and *pari passu* to the Holders, there may not be a sufficient amount to satisfy the amounts owing to the Holders. Furthermore, the right of the Holders to receive payments on the Notes is unsecured. In the event of liquidation, dissolution, reorganisation, bankruptcy or a similar procedure affecting the Issuer, the holders of secured indebtedness will be repaid first with the proceeds from the enforcement of security. In this respect, please also refer to the risk factor entitled "*The Issuer's obligations under the Notes are deeply subordinated, and on a Winding-up of the Issuer investors may lose some or all of their investment in the Notes*".

In addition, a significant increase of the overall indebtedness of the Issuer may negatively affect the market value of the Notes, may increase the risk that the rating of the Issuer or of the Notes will be downgraded and may have as a consequence that the Issuer will be unable to meet its debt obligations. In this respect, please also refer to the risk factors entitled "*The Issuer is exposed to the risk of a downgrade of any of its credit ratings*" and "*Credit ratings may not reflect all risks*".

The Notes are perpetual and have no scheduled maturity date and Holders only have a limited ability to exit their investment in the Notes.

The Notes are perpetual securities and have no fixed maturity date or fixed redemption date. Although the Issuer may, under certain circumstances described in the Conditions, redeem the Notes, the Issuer is under no obligation to do so and Holders have no right to require the Issuer to exercise any right it may have to redeem the Notes.

Prospective investors should be aware that they may be required to bear the financial risks associated with an investment in long term securities. Holders have no ability to exit their investment, except (i) in the event of the Issuer exercising its right to redeem the Notes in accordance with the Conditions, (ii) by selling their Notes (including, following the occurrence of a Trigger Event, their future rights to principal following any future Write Up) or (iii) upon a Winding-up of the Issuer, in which limited circumstances the Holders may receive some of any resulting liquidation proceeds following payment being made in full to all senior and more senior subordinated creditors. The proceeds, if any, realised by any of the actions described in (ii) and (iii) above or where the Issuer is

able to redeem the Notes as a result of a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event, an Accounting Event or pursuant to Condition 6(e) (*Redemption pursuant to Clean-up Call Option*) may be substantially less than the Initial Principal Amount of the Notes or the amount of the investor's investment in the Notes.

The principal amount of the Notes may be written down.

The Notes are being issued for capital adequacy-related regulatory purposes with the intention and purpose of being available for inclusion in restricted Tier 1 Capital of the Issuer and the Group under Solvency II. Such availability depends upon a number of conditions being satisfied, which are reflected in the Conditions.

One of these conditions relates to the ability of the liability represented by the Notes to be written-down upon a Trigger Event occurring. Accordingly, if a Trigger Event occurs, (i) the Prevailing Principal Amount of the Notes will be written down by the Write Down Amount determined pursuant to Condition 5(b) (*Write Down Amount*) and (ii) all accrued but unpaid interest up to (and including) the Write Down Date shall be cancelled, as further described in the Conditions.

Whilst the Write Down Amount will be determined in accordance with paragraphs (i), (ii)(a), (ii)(b) or (iii) of Condition 5(b) (*Write Down Amount*) (as applicable), it is expected that the circumstances in which the Write Down Amount would be determined pursuant to paragraph (ii)(a) of Condition 5(b) (*Write Down Amount*) would only apply where the Issuer and/or the Group (as applicable) had exceeded the regulatory limits for eligible own funds for both restricted Tier 1 Capital and Tier 2 Capital immediately prior to the Write Down Date such that a Write Down would not only improve the quality but also the quantum of own funds which are eligible to cover the relevant Solvency Capital Requirement and/or Minimum Capital Requirement. Furthermore, paragraph (ii)(a) of Condition 5(b) (*Write Down Amount*) will only apply where the Issuer is capable of determining the relevant amount prior to the relevant Write Down Date. In addition, the Relevant Supervisory Authority may not have any appropriate reason, discretion or sufficient information available to it prior to the Write Down Date to enable it to approve a different Write Down Amount under paragraph (iii) of Condition 5(b) (*Write Down Amount*) than that provided for in paragraphs (i) and (ii) of Condition 5(b) (*Write Down Amount*). Therefore, upon the occurrence of a Trigger Event, there is a material risk that the Notes will be written down to one cent per Note from their initial denomination of EUR 200,000, in accordance with paragraph (i) of Condition 5(b) (*Write Down Amount*), even where holders of the Issuer's share capital continue to receive dividends.

Although the Conditions grant the Issuer full discretion to reinstate Written Down principal amounts provided certain conditions are met, the Issuer is under no obligation to do so. Moreover, the Issuer's ability to Write Up the principal amount of the Notes depends on there being sufficient profits of the Issuer which contribute to its Available Distributable Items and which are made subsequent to the restoration of compliance with the Solvency Capital Requirement of both the Issuer and the Group and must not be made in a manner which undermines the loss absorbency of the Notes. It is possible that changes to the Relevant Rules may impose other limits on the Issuer's ability to Write Up the principal amount of the Notes from time to time. No assurance can be given that these conditions will ever be met. Furthermore, any Write Up is likely to occur only on a *pro rata* basis with any other Tier 1 instruments providing for a reinstatement of principal amount in similar circumstances.

Interest (if paid) will accrue only on the Prevailing Principal Amount of the Notes outstanding from time to time. Accordingly, any Write Down will (unless and until the amounts of principal Written Down have been subsequently Written Up) affect the maximum amount of interest which may (subject to cancellation) be payable on the Notes. Furthermore, all redemption rights of the Issuer pursuant to the Conditions are exercisable at the Prevailing Principal Amount of the Notes at the time of redemption (together with accrued and unpaid interest to the redemption date, to the extent not otherwise cancelled) and, accordingly, if the Issuer were to redeem the Notes at a time when the Prevailing Principal Amount is less than the Initial Principal Amount, Holders will not be entitled at any time to

repayment of the difference in such principal amounts, even if the Issuer subsequently writes up principal on other instruments which (until redemption of the Notes) ranked *pari passu* with, or junior to, the Notes.

If a Winding-up occurs prior to the Notes being Written Up in full, Holders' claims for principal will be based on the reduced Prevailing Principal Amount of the Notes. As a result, if a Trigger Event occurs, Holders may lose some or substantially all of their investment in the Notes. Any actual or anticipated indication that a Trigger Event is likely to occur may therefore have an adverse effect on the market price and liquidity of the Notes.

The occurrence of a Trigger Event may depend on factors outside of the Issuer's control.

The occurrence of a Trigger Event is inherently unpredictable and depends on a number of factors, some of which may be outside of the Issuer's control, including actions that the Issuer is required to take at the direction of the Relevant Supervisory Authority and regulatory changes. The Relevant Supervisory Authority could require the cover for any Solvency Capital Requirement or Minimum Capital Requirement to be calculated on or as of any date and so a Trigger Event could occur at any time on or following the Issue Date.

The ability to meet each applicable Solvency Capital Requirement and Minimum Capital Requirement could be affected by a wide range of factors, including, among other things, factors affecting the level of the Issuer's earnings or dividend payments, the mix of its businesses, its ability to effectively manage its assets and liabilities in both its ongoing businesses and those it may seek to exit, losses in its various businesses, or any of the factors described in the risk factors under "*Risks relating to the Issuer, the Group and its business*" above. Prudential calculations may also be affected by changes in applicable accounting rules and the manner in which accounting policies are applied, including the manner in which permitted discretion under the applicable accounting rules is exercised.

Although the Issuer currently publicly reports the Solvency Capital Requirements of the Issuer and the Group at least annually, a Trigger Event could occur at any time. Thus, investors may receive only limited, if any, warning of any deterioration in the solvency ratios which are relevant to the occurrence of a Trigger Event. In addition, the Issuer's regulator may instruct the Issuer to calculate its solvency ratios or those of the Group as at any date or may itself determine that a Trigger Event has occurred. Moreover, any indication that the Issuer's solvency position or that of the Group is moving towards the level of a Trigger Event may have an adverse effect on the market price of the Notes. A decline or perceived decline in the Issuer's solvency position or that of the Group may significantly affect the trading price of the Notes.

Due to the uncertainty regarding whether a Trigger Event will occur, it will be difficult to predict when, if at all, the Prevailing Principal Amount of the Notes may be Written Down and the extent of any Write Down. Similarly, for the reasons given above, there is also uncertainty as to the likelihood that the Issuer will be required to cancel Interest Payments on the Notes. Please also refer to the risk factor entitled "*Interest Payments under the Notes may and, in certain circumstances, must be cancelled by the Issuer*".

Accordingly, the trading behaviour of the Notes may not necessarily follow the trading behaviour of other types of subordinated securities, including the Issuer's other subordinated debt securities. Any indication that the Issuer or the Group may be at risk of failing to meet any Solvency Capital Requirement or Minimum Capital Requirement and so approaching a level that would or could in time result in a Trigger Event may have an adverse effect on the market price and liquidity of the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to other types of subordinated securities, including the Issuer's other subordinated debt securities.

The Issuer's interests may not be aligned with those of investors in the Notes.

The Issuer's satisfaction of the Solvency Condition and the availability of Available Distributable Items as well as there being no occurrence of a Trigger Event and/or a Regulatory Deficiency Event will depend in part on decisions made by the Issuer and other entities in the Group relating to their businesses and operations, as well as the management of their capital positions. The Issuer and other entities in the Group consider the interests of all their

stakeholders in connection with their strategic decisions, including in respect of capital management and the relationship among the various entities in the Group and the Group's structure, but the interests of the Holders may be outweighed by those of other stakeholders in certain circumstances. The Issuer may decide not to raise capital at a time when it is feasible to do so, even if that would result in the occurrence of a Trigger Event or a Regulatory Deficiency Event. It may decide not to propose to its shareholders to reallocate share premium to a distributable reserve account or to take other actions necessary in order for share premium or other reserves or earnings to be included in Available Distributable Items. Conversely, it may decide from time to time to take actions (for example share buybacks), which may themselves negatively impact its available distributable items and/or the solvency margin of the Issuer or the Group. Moreover, in order to avoid the use of public resources, the Relevant Supervisory Authority may decide that the Issuer should allow a Trigger Event or Regulatory Deficiency Event to occur or should cancel an Interest Payment at a time when it is feasible to avoid this. Holders will not have any claim against the Issuer or any other entity of the Group relating to decisions that affect the capital position of the Group, regardless of whether they result in the occurrence of a Trigger Event or a Regulatory Deficiency Event, a lack of Available Distributable Items or a breach of the Solvency Condition. Such decisions could cause Holders to lose the amount of their investment in the Notes (or, in the case of a Regulatory Deficiency Event, defer repayment indefinitely). Please also refer to the risk factor entitled "*Interest Payments under the Notes may and, in certain circumstances, must be cancelled by the Issuer*".

Changes to Solvency II may increase the risk of the occurrence of a Trigger Event, cancellation of Interest Payments or the occurrence of a Capital Disqualification Event.

Solvency II requirements adopted in Belgium, whether as a result of further changes to Solvency II or changes to the way in which the NBB interprets and applies these requirements to the Belgian insurance industry, may change. Any such changes, either individually and/or in the aggregate, may lead to further unexpected requirements in relation to the calculation of each Solvency Capital Requirement and/or each Minimum Capital Requirement, and such changes may make the Issuer's and the Group's regulatory capital requirements more onerous. Such changes may negatively affect the calculation of the Issuer's Solvency Capital Requirement and/or Minimum Capital Requirement and/or the Group's Solvency Capital Requirement and thus increase the risk of (i) cancellation of Interest Payments and/or the occurrence of a Regulatory Deficiency Event and subsequent deferral of redemption of the Notes by the Issuer, (ii) a Trigger Event occurring, resulting in a Write Down and/or (iii) a Capital Disqualification Event occurring, potentially enabling the Issuer to redeem the Notes at their Prevailing Principal Amount. A Holder could lose all or part of the value of its investment in the Notes as a result of any of the foregoing.

In addition, given that the Notes will comprise a proportion of the Issuer's regulatory capital, the occurrence of a Capital Disqualification Event in relation to the Notes (or any other capital instrument issued by the Issuer or the Group) may cause a Trigger Event to occur and the Notes would then be Written Down (even in circumstances where the Notes no longer counted as Tier 1 Capital of the Issuer or the Group). In addition, the occurrence of a Capital Disqualification Event would permit the Issuer to redeem the Notes at their Prevailing Principal Amount at that time.

In this respect, please also refer to the risk factor entitled "*The Issuer may redeem the Notes at the Issuer's option or in certain circumstances and subject to certain conditions*".

The Issuer may redeem the Notes at the Issuer's option or in certain circumstances and subject to certain conditions.

The Issuer has the right, in its sole and full discretion but subject to the satisfaction of the conditions to redemption as set out in Condition 9 (*Preconditions to Redemption, Variation and Purchase*), to redeem the Notes in whole but not in part (i) on any Optional Redemption Date, (ii) if a Deductibility Event or a Gross-up Event has occurred and is continuing, (iii) if a Capital Disqualification Event has occurred and is continuing, (iv) if a Ratings Methodology Event has occurred and is continuing, (v) if an Accounting Event has occurred and is continuing or (vi) if 75 per cent. or more of the aggregate principal amount of the Notes originally issued have been purchased by the Issuer or by any other person beneficially for the Issuer's account and, in each case, cancelled pursuant to the Conditions, in each

case at their Prevailing Principal Amount (which may be less than the Initial Principal Amount), together with (to the extent not previously cancelled in accordance with the Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption.

In the case of any such early redemption, an investor may not be able to reinvest the redemption proceeds at an effective interest rate which is as high as the interest rate on the Notes being redeemed, and may only be able to do so at a significantly lower rate. The cash paid to investors upon such a redemption may be less than the then current market value of the Notes. The Issuer may be expected to redeem the Notes when its cost of borrowing for an instrument with a comparable structure at the time is lower than the interest payable on them. Potential investors should consider reinvestment risk in light of other investments available at that time.

In addition, the Issuer's ability to redeem the Notes at its option in certain limited circumstances may affect the market value of the Notes. In particular, during any period when the Issuer has the right to elect to redeem the Notes or the market anticipates that redemption might occur, the market value of the Notes generally would not be expected to rise substantially above the redemption price because of the optional redemption feature. This may also be true prior to any redemption period.

In this respect, please also refer to the risk factor entitled "*Redemption of the Notes must be deferred by the Issuer in certain circumstances*".

Furthermore, Condition 6(l) provides that the Issuer may waive or suspend, at any time and in its sole discretion and for whatever reason, its right to redeem, substitute or vary the Notes under any one or more of Conditions 6(b), 6(c), 6(d), 6(e), 6(f) and 6(g), in each case for a definite or indefinite period of time to be determined by the Issuer (the "**Inapplicability Period**"), and may subsequently terminate any such Inapplicability Period at any time and in its sole discretion. Any decision by the Issuer to initiate or terminate an Inapplicability Period could adversely affect the market value of Notes and/or result in volatility in the market price of the Notes.

Redemption of the Notes must be deferred by the Issuer in certain circumstances.

The Issuer must defer redemption of the Notes on the date set for redemption of the Notes pursuant to the Conditions in the event that (i) a Regulatory Deficiency Event has occurred and is continuing or redemption of the Notes on such date would itself cause a Regulatory Deficiency Event to occur or (ii) it cannot make the redemption payments in compliance with the Solvency Condition. In addition, if the Issuer has elected to redeem the Notes and prior to the redemption a Trigger Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect.

Any such deferral of redemption of the Notes will not constitute a default under the Notes or for any other purpose and will not give Holders any right to accelerate the Notes such that amounts of principal or interest would become due and payable on the Notes earlier than otherwise scheduled pursuant to the Conditions.

Where redemption of the Notes is deferred pursuant to the occurrence of a Regulatory Deficiency Event, subject to certain conditions, the Notes will be redeemed by the Issuer on the earliest of (i) the date falling ten Business Days following the date the Regulatory Deficiency Event has ceased (and provided that on such tenth Business Day no Regulatory Deficiency Event has occurred and is continuing and redemption of the Notes on such tenth Business Day would itself not cause a Regulatory Deficiency Event or a breach of the Solvency Condition to occur), (ii) the date falling ten Business Days after the Relevant Supervisory Authority has agreed to the redemption of the Notes and (iii) the date on which a Winding-up of the Issuer occurs. Where redemption of the Notes is deferred if the Issuer cannot make the redemption payments in compliance with the Solvency Condition, subject to certain conditions, the Notes will be redeemed by the Issuer on the earliest of (a) the date falling ten Business Days following the day that the Solvency Condition is met (and provided that on such date the Solvency Condition is met and no Regulatory Deficiency Event has occurred and is continuing and redemption of the Notes on such tenth Business Day would itself not cause a breach of the Solvency Condition or a Regulatory Deficiency Event to occur) and (b) the date on

which a Winding-up of the Issuer occurs. Therefore, the Holders may receive their investment back at a later point in time than expected or not at all.

If the redemption of the Notes is deferred or the Notes have not been redeemed for the reasons set out above, Holders will not receive any additional compensation for the postponement of such redemption. In this respect, please also refer to the risk factor entitled "*The Notes provide Holders with limited rights and remedies*".

Any actual or anticipated deferral of redemption of the Notes will likely have an adverse effect on the market price of the Notes. In addition, as a result of the redemption deferral provision of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities without such deferral feature, including dated securities where redemption on the scheduled maturity date cannot be deferred, and the Notes may accordingly be more sensitive generally to adverse changes in the Issuer's financial condition. Investors in the Notes may also find it difficult to sell their Notes in such circumstances, or may only be able to sell their Notes at a price which may be significantly lower than the price at which they purchased their Notes. In such event, investors may lose some or substantially all of their investment in the Notes.

Other regulatory capital instruments may not be subject to a write down.

The terms and conditions of other regulatory capital instruments already in issue or to be issued after the date of this Information Memorandum by the Issuer or any of its subsidiaries may vary and, accordingly, such instruments may not convert into equity or be written down at the same time, or to the same extent, as the Notes, or at all. Further, regulatory capital instruments issued by a member of the Group with terms that require such instruments to be converted into equity and/or written down when a solvency or capital measure falls below a certain threshold, may not be converted or written down in case of the occurrence of a Trigger Event if the relevant capital or solvency measure for triggering a conversion or write down, as the case may be, under those instruments is calculated differently from the capital or solvency measures set out in the definition of Trigger Event. Also, regulatory capital instruments issued by any parent company or subsidiary of the Issuer that are required pursuant to their terms to be converted into equity and/or fully or partially written down when the relevant capital or solvency measure falls below a certain threshold, may not be converted or written down in case of the occurrence of a Trigger Event if the events triggering a conversion or write down, as the case may be, under the terms of those instruments are determined with respect to a group or sub-group of entities that is different from the Group. Therefore, the Notes may be subject to a greater degree of loss absorption than would otherwise have been the case had such other instruments been written down or converted at the same time as or prior to the Notes.

The Notes provide Holders with limited rights and remedies.

The only enforcement events in the Conditions relate to non-payment of principal when due. Any amounts of principal, interest and/or other amounts in respect of the Notes which are written down, deferred or cancelled on a scheduled payment date in accordance with the Conditions which permit or require write down, deferral or cancellation shall not fall due on such scheduled payment date and, accordingly, non-payment on such date of the amounts so written down, deferred or cancelled shall not entitle the Holders to take enforcement action against the Issuer.

Upon any default, the sole remedy available to any Holder for recovery of amounts of principal which have become due in respect of the Notes is to sue for payment of principal when the same is due and has not been duly made and to prove or claim in the Winding-up of the Issuer. The Holders have no right to petition for or institute proceedings for the bankruptcy of the Issuer in Belgium or to institute equivalent insolvency proceedings (including those equivalent to a Winding-up) pursuant to any laws in any country in respect of any default of the Issuer under the Notes. However, no payment in respect of the Notes may be made by the Issuer, nor will any Holder be entitled to accept the same, other than during or after a Winding-up of the Issuer, unless the Issuer has given prior written notice to, and received consent (if required) from, the Relevant Supervisory Authority.

A cancellation of payment of interest, as described under the risk factor entitled "*Interest Payments under the Notes may and, in certain circumstances, must be cancelled by the Issuer*", or a deferral of the payment of principal, as described under the risk factor entitled "*Redemption of the Notes must be deferred by the Issuer in certain circumstances*", shall not constitute a default under the Notes for any purpose, including enforcement action against the Issuer.

In a Winding-up of the Issuer, the risks described under the risk factor entitled "*The Issuer's obligations under the Notes are deeply subordinated, and on a Winding-up of the Issuer investors may lose some or all of their investment in the Notes*" above shall apply.

The Holders have no rights to proceed directly against the Issuer or prove or claim in a Winding-up of the Issuer, save in the very limited circumstances set out in the Conditions.

The Conditions also provide that, subject to applicable law, no Holder may exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Holder shall, by virtue of it holding any Note, be deemed to have waived all such rights of set-off, netting, compensation or retention.

Furthermore, each Holder by its acquisition of the Notes (or any interest therein) acknowledges, accepts, consents and agrees to be bound by the effect of the exercise of any Bail-in Power by the Relevant Resolution Authority, as detailed in Condition 19 (*Acknowledgement of Bail-in Power*). In this respect, please see also the risk factor entitled "*The Issuer, the Group and the Notes could become subject to the application of the resolution powers, including bail-in, under the IRRD*".

These features, taken together, mean that there is a significant risk that an investor may not be able to recover its investment in the Notes.

Variation of the terms of the Notes upon the occurrence of a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event.

Subject to Condition 9 (*Preconditions to Redemption, Variation and Purchase*), if a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event has occurred and is continuing, or if the Issuer considers it necessary or desirable to ensure the effectiveness and enforceability of Condition 19 (*Acknowledgement of Bail-in Power*), the Issuer (subject to the prior approval of the Relevant Supervisory Authority (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) may (without the consent of the Holders) at any time vary the Conditions so that the Notes remain or become (in the case of a Ratings Methodology Event) Rating Agency Compliant Securities or (in any other case) Qualifying Tier 1 Securities. The Conditions may only be so modified if the proposed modification would not of itself give rise to a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event.

Whilst such variation must not result in the Conditions being materially less favourable to Holders (as reasonably determined by the Issuer in consultation with an independent investment bank or financial adviser of international standing), there can be no assurance that, due to the particular circumstances of each Holder, such varied Notes will be as favourable to each Holder in all respects.

The Issuer, the Group and the Notes could become subject to the application of the resolution powers, including bail-in, under the IRRD.

On 28 January 2025, the IRRD entered into force. EU Member States are required to adopt implementing legislation by 29 January 2027. As at the date of this Information Memorandum, implementation of the IRRD in Belgium is still pending.

The IRRD requires EU Member States to implement preventative measures to reduce the likelihood of insurance undertakings requiring public financial support and to equip resolution authorities with resolution tools to be used when in-scope undertakings are failing or are likely to fail, with no reasonable prospect of other actions preventing such failure within a reasonable time. A key resolution tool within the IRRD is the power to write down or convert capital instruments and eligible liabilities, on which basis the competent resolution authority may write down or (with the exception of shares) convert capital instruments, debt instruments and other eligible liabilities of insurance undertakings into shares, generally in inverse order of their ranking in liquidation, so that the tool would apply first to tier 1 instruments (such as the Notes), then tier 2 instruments, then tier 3 instruments and then to other instruments with a higher ranking in liquidation, if the undertaking is failing or likely to fail and certain other conditions are met or if the conditions for group resolution are met. Save for some limited exceptions, all insurance and other liabilities will be eligible for write-down.

Holders could lose all or part of their investment in the Notes if the Issuer and/or the Group were to experience financial difficulty and be failing or likely to fail. In addition, if the Issuer's and/or the Group's financial condition deteriorates, or is perceived to deteriorate, the existence of these powers could cause the market value and/or the liquidity of the Notes to decline more rapidly than would be the case in the absence of such powers.

Normal insolvency proceedings will remain the alternative path for the whole or parts of an insurance undertaking that cannot be resolved and the IRRD provides for a 'no creditor worse off' principle. Despite the 'no creditor worse off' principle, the IRRD could significantly affect the rights of the Holders and may result in the loss of all or part of their investment in the Notes in the event of resolution of the Issuer. Any perceptions in the market that the Issuer and/or the Group is facing financial difficulties may reduce the market value of the Notes even before the Issuer has actually reached the point of non-viability or resolution.

The full impact of the IRRD will become clearer once the relevant regulatory technical standards and implementing technical standards have been adopted and once the IRRD has been transposed into national law. In this respect, please also refer to the risk factor entitled "*The businesses of the Group are subject to extensive laws and regulations. Changes in the legal and/or regulatory environment may have an adverse effect on its business, financial condition, reputation or image in the market*".

Change of law.

The Conditions and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of England, save that the provisions of Conditions 1, 2 and 14(a), the Schedule to the Conditions and any non-contractual obligations arising therefrom or in connection therewith are governed by, and shall be construed in accordance with, Belgian law. No assurance can be given as to the impact of any possible judicial decision or change to the laws of England and/or Belgian law, or the official application, interpretation or the administrative practice of the laws of England and/or Belgian law after the date of this Information Memorandum. Any such decision or change may affect the enforceability of the Holders' rights under the Conditions or render the exercise of such rights more difficult.

Furthermore, the Relevant Supervisory Authority may interpret the Relevant Rules or exercise discretion accorded to the regulator under the Relevant Rules in a different manner than expected. The manner in which many of the concepts and requirements under Solvency II will be applied to the Group over time remains uncertain. Prospective investors should note that any replacement of, change to, or change to the interpretation by the Relevant Supervisory Authority or any court or authority entitled to do so of, the Relevant Rules may result in the Notes ceasing to qualify as Tier 1 Capital for the purposes of the Issuer and/or the Group. In such case, the Issuer may elect to redeem the Notes due to the occurrence of a Capital Disqualification Event or to modify the Conditions of the Notes. In this respect, please also refer to the risk factors entitled "*Changes to Solvency II may increase the risk of the occurrence of a Trigger Event, cancellation of Interest Payments or the occurrence of a Capital Disqualification Event*", "*The Issuer may redeem the Notes at the Issuer's option or in certain circumstances and subject to certain conditions*" and

"*Variation of the terms of the Notes upon the occurrence of a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event*".

Future regulatory proposals may also impose further restrictions on the Issuer's ability to make payments on the Notes. These issues and other possible issues of interpretation make it difficult to determine whether a Capital Disqualification Event will occur, whether scheduled Interest Payments will be made on the Notes, whether a Trigger Event or a Regulatory Deficiency Event will occur and how quickly (if at all) there will be a Write Up of the Notes following a Write Down. This uncertainty and the resulting complexity may adversely impact the trading price and the liquidity of the Notes. In particular, potential investors should note that any such change in applicable law or administrative practice may have an adverse impact on the secondary market value of the Notes.

Credit ratings may not reflect all risks.

The Issuer has been assigned a credit rating by each of S&P, Fitch and Moody's and the Notes are expected to be assigned a credit rating by each of S&P and Fitch. Credit ratings (including any unsolicited credit ratings) may, however, not reflect the potential impact of all risks related to the structure, market, additional factors discussed in this section and other factors that may affect the market value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension, reduction or withdrawal at any time by the relevant credit rating agency.

Furthermore, the credit ratings to be assigned to the Notes (including any unsolicited credit ratings) are not a statement as to the likelihood of non-cancellation of interest on the Notes or of the likelihood of a Trigger Event occurring. In addition, if the credit ratings assigned to the Issuer were to be downgraded or withdrawn for any reason, this may in turn lead to one or more of the credit ratings assigned to the Notes to be downgraded or withdrawn, which could have an adverse effect on the market value of the Notes.

In this respect, please also refer to the risk factor entitled "*The Issuer is exposed to the risk of a downgrade of any of its credit ratings*".

Modifications and waivers without the consent of the Holders.

Holders of Notes acting by way of defined majorities as provided for in the Conditions, whether at duly convened meetings of the Holders or by way of written resolutions or electronic consents, may take decisions that are binding on all Holders, including Holders who did not attend and vote at the relevant meeting and Holders 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. Such decisions may include decisions relating to a reduction of the amount to be paid by the Issuer upon redemption of the Notes.

Furthermore, the Conditions also provide that the Issuer and the Agent may, subject to the prior approval of the Relevant Supervisory Authority (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time), agree, without the consent of the Holders, to (i) any modification of any of the provisions of the Agency Agreement or the Conditions which in the Issuer's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law or (ii) any other modification of the provisions of the Agency Agreement or the Conditions which is, in the opinion of the Issuer, not materially prejudicial to the interests of the Holders.

In addition, amendments may be made to the Conditions or the Agency Agreement pursuant to Condition 3(i) (*Benchmark discontinuation*). In this respect, please also refer to the risk factor entitled "*Regulation and reform of "benchmarks" may adversely affect the value of the Notes*".

Finally, the Conditions provide that the Issuer may, under certain circumstances, vary the Conditions in accordance with Condition 7 (*Variation*). In this respect, please also refer to the risk factor entitled "*Variation of the terms of the*

Notes upon the occurrence of a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event".

Accordingly, there is a risk that the terms of the Notes may be modified, waived or varied in circumstances where an investor in the Notes does not agree to such modification, waiver or variation, which may adversely impact the rights of such investor.

Risks related to Interest Payments

Interest Payments under the Notes may and, in certain circumstances, must be cancelled by the Issuer.

Interest on the Notes will be due and payable only at the sole and absolute discretion of the Issuer and is subject to the Solvency Condition and to mandatory cancellation in the circumstances described below.

Except to the extent that Condition 4(d) (*Interest cancellation if a Capital Disqualification Event has occurred but the Notes have not been redeemed*) applies, the Issuer may at any time elect to cancel any Interest Payment, in whole or in part, which is otherwise due or scheduled to be paid on any scheduled payment date and if it elects to do so such Interest Payment (or part thereof) will be cancelled permanently.

As further described below, Interest Payments may only be made out of the Issuer's Available Distributable Items. The Conditions do not contain any restriction on the ability of the Issuer to pay dividends or other distributions on its share capital or other subordinated bonds. This could decrease the Issuer's Available Distributable Items and therefore increase the likelihood of a cancellation of Interest Payments on the Notes. Furthermore, the Issuer is not prohibited by the Conditions from making payments on other securities ranking senior, equally with or more junior to the Notes in any circumstances. Please also refer to the risk factor entitled "*The Issuer's interests may not be aligned with those of investors in the Notes*". At the time of publication of this Information Memorandum, it is the intention of the directors of the Issuer to take into account the relative ranking in the Issuer's capital structure of its share capital and its outstanding restricted Tier 1 securities (including, but not limited to, the Notes) whenever exercising its discretion to declare dividends on the former or to cancel interest on the latter. However, the directors of the Issuer may depart from this policy at any time in their sole discretion.

In addition to the Issuer's right to cancel Interest Payments in whole or in part at any time, the Conditions require that Interest Payments are cancelled under certain circumstances. The Issuer must cancel any Interest Payment on the Notes in the event that, *inter alia*, the Issuer cannot make the payment in compliance with the Solvency Condition, any applicable Solvency Capital Requirement or any applicable Minimum Capital Requirement, or where the Interest Payment would, together with any Additional Amounts payable with respect thereto, exceed the amount of the Issuer's Available Distributable Items as at the time for payment or where required to cancel or defer such payment by the Relevant Supervisory Authority in view of the financial and/or solvency condition of the Issuer and/or the Group. The circumstances in which the Issuer is required to cancel Interest Payments on the Notes may depend on factors which are outside the Issuer's control. Please also refer to the risk factor entitled "*The occurrence of a Trigger Event may depend on factors outside of the Issuer's control*".

Any Interest Payment (or relevant part thereof) which is cancelled shall not accumulate and shall not become due and payable at any time thereafter. In the event of such cancellation, Holders will have no rights in respect of the Interest Payment (or relevant part thereof) which is cancelled. In addition, cancellation or non-payment of interest will not constitute an event of default on the part of the Issuer for any purpose.

The cancellation of any Interest Payment (or a market perception that such cancellation is becoming increasingly likely) may significantly adversely affect the market value of an investment in the Notes. Please also refer to the risk factors entitled "*Payments of principal and interest relating to the Notes are subject to the Solvency Condition, except in a Winding-up of the Issuer*" and "*The level of the Issuer's Available Distributable Items is affected by a number of factors, and insufficient Available Distributable Items will restrict the Issuer's ability to make Interest Payments on the Notes*".

In addition, as a result of the interest cancellation provisions of the Notes, the market price of the Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to such cancellation and may be more sensitive generally to adverse changes in the financial condition of the Issuer. Holders should be aware that any announcement relating to the future cancellation of Interest Payments or any actual cancellation of Interest Payments (or cancellation or anticipated cancellation of interest on other securities issued by the Issuer) may have an adverse effect on the market price of the Notes. Holders may find it difficult to sell their Notes in such circumstances, or may only be able to sell their Notes at a price which may be significantly lower than the price at which they purchased their Notes. In such event, investors may lose some or substantially all of their investment in the Notes.

Payments of principal and interest relating to the Notes are subject to the Solvency Condition, except in a Winding-up of the Issuer.

Except where the Issuer is subject to a Winding-up, all payments in respect of the Notes (including any damages awarded for breach of any obligations under the Notes) are, in addition to the discretion and/or obligation of the Issuer to cancel Interest Payments or Write Down the Prevailing Principal Amount of the Notes pursuant to the Conditions, conditional upon the Issuer being solvent (as described in Condition 2(b) (*Condition to Payment*)) at the time for payment by the Issuer and no amount shall be payable in respect of the Notes unless and until such time as the Issuer could make such payment and still be solvent immediately thereafter (see Condition 2 (*Status of the Notes and Winding-up*)). If the Issuer is unable to make payments on the Notes due to the operation of the Solvency Condition and such circumstances continue to exist, the Issuer may be required to cancel Interest Payments and/or defer payments on the Notes for an extended or indefinite period of time whilst continuing to make payments on certain of its other obligations. Interest amounts which are cancelled will not accumulate and will not become payable at any time. There is a risk that amounts deferred may only become payable in a Winding-up of the Issuer. Please also refer to the risk factor entitled "*The Issuer's obligations under the Notes are deeply subordinated, and on a Winding-up of the Issuer investors may lose some or all of their investment in the Notes*".

If the Issuer is unable, or the market anticipates that the Issuer may be unable, to pay any principal or interest as a result of the operation of the Solvency Condition, such circumstances can be expected to have an adverse effect on the market price of the Notes. Investors in the Notes may furthermore find it difficult to sell their Notes in such circumstances, or may only be able to sell their Notes at a price which may be significantly lower than the price at which they purchased their Notes. In such event, investors may lose some or substantially all of their investment in the Notes.

The level of the Issuer's Available Distributable Items is affected by a number of factors, and insufficient Available Distributable Items will restrict the Issuer's ability to make Interest Payments on the Notes.

As at 31 December 2024, the Issuer's Available Distributable Items amounted to approximately EUR 1.5 billion (calculated in accordance with Belgian Generally Accepted Accounting Principles). The level of the Issuer's Available Distributable Items is affected by a number of factors, principally its ability to make a profit on its activities in a manner which creates Available Distributable Items.

Consequently, the Issuer's future Available Distributable Items and, therefore, the Issuer's ability to make Interest Payments on the Notes are a function of the Issuer's existing Available Distributable Items, future profitability and performance and the ability to distribute dividends from the Issuer's operating subsidiaries to the Issuer. In addition, the Issuer's Available Distributable Items may also be reduced by the servicing of other debt and equity instruments.

The ability of the Issuer's subsidiaries to pay dividends and the Issuer's ability to receive distributions and other payments from the Issuer's investments in other entities is subject to applicable local laws accounting practices (including under local Generally Accepted Accounting Principles) and other restrictions, including their respective regulatory, capital and leverage requirements, statutory reserves, financial and operating performance and applicable tax laws, and any changes thereto. These laws and restrictions could limit the payment of dividends, distributions

and other payments to the Issuer by the Issuer's operating subsidiaries, which could in time restrict the Issuer's ability to fund other operations or to maintain or increase its Available Distributable Items.

Regulation and reform of "benchmarks" may adversely affect the value of the Notes.

Reference rates and indices, including interest rate benchmarks, such as the Euro Interbank Offered Rate ("**EURIBOR**"), which are used to determine the amounts payable under financial instruments or the value of such financial instruments ("**Benchmarks**"), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, including, in June 2016, pursuant to the entry into force of the Benchmarks Regulation, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued. Any change in the performance of a Benchmark or its discontinuation could have a material adverse effect on the Notes.

Although EURIBOR has subsequently been reformed in order to comply with the terms of the Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with the Euro Short Term Rate or an alternative benchmark. The elimination of EURIBOR or any other benchmark, or changes in the manner of administration of any benchmark, could require or result in an adjustment to the interest calculation provisions of the Conditions (as further described below) or result in adverse consequences to Holders. Furthermore, even prior to the implementation of any changes, uncertainty as to the nature of alternative reference rates and as to potential changes to such benchmark may adversely affect such benchmark during the term of the Notes, the return on the Notes and the trading market for securities (including the Notes) based on the same benchmark.

Following the First Reset Date, interest amounts payable under the Notes are calculated by reference to the annual mid-swap rate for swap transactions denominated in Euro with a term of 5 years, which appears on the Bloomberg screen page ICAE1.

Under the Conditions, certain benchmark replacement provisions will apply if the Original Reference Rate were to be discontinued or otherwise became unavailable.

If a Benchmark Event occurs, the Issuer shall endeavour to appoint an Independent Adviser, which must be an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise. Such Independent Adviser will be tasked with determining whether an officially recognised Successor Rate to the discontinued Benchmark exists. If that is not the case, the Independent Adviser will attempt to find an Alternative Rate. If the Independent Adviser determines a Successor Rate or Alternative Rate, such Successor Rate or Alternative Rate will replace the previous Benchmark for purposes of determining the relevant Interest Rate and the Independent Adviser shall apply an Adjustment Spread, if determined, to such Successor Rate or Alternative Rate. Such determination will be binding for the Issuer, the Agent and the Holders. In addition, if amendments to the Conditions are required to ensure the proper operation of the Successor Rate, the Alternative Rate or the Adjustment Spread (if any), the Issuer shall, subject to satisfaction of the Regulatory Clearance Condition, vary the Conditions accordingly, without any requirement for the consent or approval of the Holders.

If the Issuer is unable to appoint an Independent Adviser, the Issuer may still determine a Successor Rate or an Alternative Rate and an Adjustment Spread (if any) as well as amendments to the Conditions without consulting with an Independent Adviser. If the Issuer or the Independent Adviser fails to determine a Successor Rate or an Alternative Rate following a Benchmark Event, the fall-back provisions provided for in the definition of "Reset Reference Rate" in Condition 20 (*Definitions*) will apply, which may mean that the Interest Rate applicable to the Interest Period shall be the Reset Reference Rate in respect of the immediately preceding interest period or in the case of the interest period commencing on the First Reset Date, the Initial Fixed Interest Rate (potentially resulting in the Notes effectively bearing a fixed rate of interest for an indefinite duration). In addition, if a Successor Rate or an Alternative Rate is determined but an Adjustment Spread cannot be determined, the Successor Rate or Alternative Rate (as the

case may be) may nevertheless be applied to determine future rates of interest without the application of an Adjustment Spread, which may result in lower rates of interest, including if the basis of the Successor Rate or the Alternative Rate (as applicable) is not comparable to the basis of the original reference rate (for example, if the Successor Rate or Alternative Rate is a risk-free rate). Furthermore, it is possible that the Reset Reference Rate will continue to be published on the Screen Page but with the EURIBOR component of such rate being replaced with a successor or alternative rate, with the effect that no Benchmark Event will occur but that the basis of determination of the Reset Reference Rate may not be directly comparable to the rates displayed on the Screen Page on or around the Issue Date.

No Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the Conditions be made to effect any Benchmark Amendments, 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 eligible, in whole or in part, to qualify for inclusion in the Tier 1 Capital of the Issuer and/or the Group.

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

Investors will be subject to interest rate risks.

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

Further, the Interest Rate will be reset on each Reset Date. Such Interest Rate will be determined two Business Days before the relevant Reset Date and, as such, is not pre-defined at the Issue Date. It may be different from the Initial Fixed Interest Rate and may adversely affect the yield of the Notes. This may adversely affect the price of the Notes and lead to losses for the Holders if they sell the Notes. In addition, each Reset Rate of Interest will be fixed for a period of five years, during which period the risks described in the immediately preceding paragraph will apply *mutatis mutandis*.

In addition, Holders are exposed to reinvestment risk with respect to proceeds from coupon payments or early redemptions by the Issuer. If the market yield or market spread, respectively, declines and if Holders want to invest such proceeds in comparable transactions, Holders will only be able to reinvest such proceeds in comparable transactions at the then prevailing lower market yields or market spreads, respectively.

Finally, following the First Reset Date the Notes may be subject to risks if a Benchmark (or any component part thereof) used as a reference for the calculation of interest amounts payable under the Notes were to be discontinued or otherwise became unavailable. In this respect, please also refer to the risk factor entitled "*Regulation and reform of "benchmarks" may adversely affect the value of the Notes*".

Risks in connection with the subscription of the Notes, the listing of the Notes on the Euro MTF market, the settlement of the Notes and secondary market trading

The secondary market generally.

Although application has been made for the Notes to be listed on the official list and to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange as of the Issue Date, the Notes have no established trading market and one may never develop. Furthermore, if a market does develop, no assurances can be given that it will continue or that it will be or remain liquid.

If a secondary market does not develop or such secondary market is insufficiently liquid, an investor might not be able to sell its Notes easily or at prices that will provide it with a yield comparable to similar investments that have a developed secondary market. The possibility to sell the Notes might additionally be restricted by country specific reasons. Illiquidity may have an adverse effect on the market value of the Notes.

The Notes may be traded with accrued interest which may subsequently be subject to cancellation.

The Notes may trade, and/or the prices for the Notes may appear, in trading systems with accrued interest. Purchasers of Notes in the secondary market may pay a price which reflects such accrued interest on purchase of the Notes.

If an Interest Payment is cancelled (in whole or in part) as described above, a purchaser of Notes in the secondary market will not be entitled to the accrued interest (or part thereof) reflected in the purchase price of the Notes. Please also refer to the risk factor entitled "*Interest Payments under the Notes may and, in certain circumstances, must be cancelled by the Issuer*".

Reliance on the procedures of the NBB Securities Settlement System and its participants.

A Holder must rely on the procedures of the NBB Securities Settlement System and its direct and indirect participants to receive payments under the Notes or communications from the Issuer. The Conditions and the Agency Agreement provide that the Agent will debit the relevant account of the Issuer and use such funds to make payment to the Holders and that the payment obligations of the Issuer under the Notes will be discharged by payment to the NBB Securities Settlement System in respect of each amount so paid. The Issuer and the Agent will have no responsibility or liability for the records relating to, or payments made in respect of, the Notes within, or any improper functioning of, the NBB Securities Settlement System or by any of its participants and Holders should in such case make a claim against the NBB Securities Settlement System or the relevant participant. Any such risk may adversely affect the rights and/or return on investment of a Holder.

The Agent does not assume any fiduciary duties or other obligations to Holders, nor is it obliged to make determinations which protect or further their interests.

The Agent is the agent of the Issuer and is required to act in accordance with the Agency Agreement and the Conditions and, pursuant to the Agency Agreement, has the duty to act honestly and in good faith and to exercise the diligence of a reasonably prudent agent in comparable circumstances. The Holders should however be aware that the Agent does not assume any fiduciary or other obligations to the Holders, has no relationship of agency or trust with any Holder and is, in particular, not obliged to make determinations which protect or further the interests of the Holders.

The Agent may rely on any information to which it should properly have regard that is reasonably believed by it to be genuine and to have been originated by the proper parties. Pursuant to the Agency Agreement, the Agent shall not be liable as a result of the performance of its obligations under the Agency Agreement save where a loss, liability, claim, expense or damage is suffered or incurred as a result of any bad faith, wilful misconduct, gross negligence or fraud of the Agent or any of its officers or employees. Without prejudice to the generality of the foregoing, if the Agent is rendered unable to carry out its obligations under the Agency Agreement as a result of the occurrence of a

Force Majeure Event (as defined in the Agency Agreement), the Agent shall not be liable for any failure to carry out such obligations for so long as it is so prevented.

Risks in connection with the status of the investor

Taxation.

The statements in relation to taxation set out in this Information Memorandum are based on current law and the practice of the relevant authorities in force or applied at the date of this Information Memorandum. Potential investors should be aware that any relevant tax law or practice applicable as at the date of this Information Memorandum and/or the date of purchase of the Notes may change at any time (including during the term of the Notes). Any such change may have an adverse effect on a Holder, including that the liquidity of the Notes may decrease and/or the amounts payable to or receivable by an affected Holder may be less than otherwise expected by such Holder. In particular, investors should note that the new Belgian federal government has announced several tax measures in its governmental agreement (including the contemplated introduction of a new tax on capital gains) which may potentially impact the tax overview set out in this Information Memorandum, some of which have not been adopted yet. As no final legislative texts are available yet for certain measures (such as for the new tax on capital gains), these have not been taken into account in the tax overview set out in this Information Memorandum, whereas tax measures that have already been adopted and published in the Belgian Official Gazette as at the date of this Information Memorandum have been reflected herein.

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

In some jurisdictions, no official statements of the tax authorities or court decisions may be available in relation to the tax treatment of financial instruments such as the Notes. Among other matters, there may be no authority addressing whether a Holder would be entitled to a deduction for loss at the time of a Write Down. A Holder may, for example, be required to wait to take a deduction until it is certain that no Write Up can occur, or until there is an actual or deemed sale, exchange or other taxable disposition of the Notes. It is also possible that, if a Holder takes a deduction at the time of a Write Down, it may be required to recognise a capital or income gain at the time of a future Write Up.

Potential investors are advised not to rely solely upon the tax summary contained in this Information Memorandum but to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only such adviser is in a position to duly consider the specific situation of the potential investor.

Holders may be liable for and/or need to pay taxes, duties, assessments or governmental charges in connection with the Notes.

The Issuer's obligation to pay Additional Amounts in respect of the Notes is limited. Potential investors should be aware that none of the Issuer, the Agent or any other person will be liable for, or will otherwise be obliged to pay, and the relevant Holders will be liable for and/or need to pay, any taxes, duties, assessments or governmental charges of whatever nature which may arise as a result of, or in connection with, the ownership, any transfer and/or any payment in respect of the Notes, except as provided for in Condition 11 (*Taxation*). Accordingly, if any such taxes, duties, assessments or governmental charges were to apply to the Notes or any payments thereunder, this may impact the position of the relevant Holders and the market value of the Notes may be adversely affected as a result.

No tax gross-up protection in respect of payments of principal under the Notes.

Potential investors should be aware that the Conditions do not provide for payments of principal to be grossed up in the event withholding tax is imposed on payments of principal. As such, the Issuer would not be required to pay any Additional Amounts to the extent any withholding or deduction applies to payments of principal. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Notes, Holders may receive less than the full amount due under the Notes and the market value of the Notes may be adversely affected.

DOCUMENTS INCORPORATED BY REFERENCE

This Information Memorandum shall be read and construed in conjunction with the following documents (subject to the cross-reference lists included below):

(i) the annual report and the audited consolidated annual financial statements of the Issuer as of and for the year ended 31 December 2023 (prepared in accordance with IFRS and with the legal and regulatory requirements applicable in Belgium) and the related independent auditor's report thereon as set out in the annual report of the Issuer (available on https://downloads.ctfassets.net/o6mf177wvfka/78zHvhSDTPC9EDdN3IpjIT/378d5bd8e221c6625f1cd6ca93ed0472/ageas-ar-en-23.pdf);

(ii) the annual report and the audited consolidated annual financial statements of the Issuer as of and for the year ended 31 December 2024 (prepared in accordance with IFRS and with the legal and regulatory requirements applicable in Belgium) and the related independent auditor's report thereon as set out in the annual report of the Issuer (available on https://downloads.ctfassets.net/o6mf177wvfka/4OJL4qi7qFnIz79qdI5NAL/67a7ffd56d06a71fc12251dcb3fa369c/Ageas-AR-ENG-24.pdf);

(iii) the unaudited condensed consolidated interim financial statements of the Issuer as of and for the six months period ended 30 June 2025 (prepared in accordance with International Accounting Standard ("**IAS**") 34, as adopted by the European Union) and the related independent auditor's review report thereon (available on https://assets.ctfassets.net/o6mf177wvfka/6dUjVB38vdb1A9EBA1nHdu/20f567f714a620f96341952f6f92d947/Ageas_IFS_2025_ENG.pdf);

(iv) the solvency and financial condition report of 2024 of the Issuer (available on https://assets.ctfassets.net/o6mf177wvfka/5P5lna68ebApREy5YQUd46/9439c1587d991bdb11470a4cbc11d6f2/Solvency_and_Financial_Condition_Report_2024.pdf); and

(v) the press release dated 8 December 2025 entitled "*Ageas to take full ownership of AG Insurance and formalise long term partnership with BNP Paribas*" (available on https://ml-eu.globenewswire.com/Resource/Download/f4c97319-77f2-4c4a-b3bd-611ba83ebb33).

All documents incorporated by reference have been previously published or are published simultaneously with this Information Memorandum. The parts of such documents referred to in the cross-reference lists included below shall be incorporated by reference in, and form part of, this Information Memorandum, save that any statement contained in a document or part of a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Information Memorandum 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, be part of this Information Memorandum.

This Information Memorandum and the documents incorporated by reference in this Information Memorandum are available on the website of the Issuer (www.ageas.com) and the website of the Luxembourg Stock Exchange (www.luxse.com). The Issuer confirms that it has obtained the approval from its independent auditors to incorporate the consolidated financial statements and the related independent auditor's reports thereon in this Information Memorandum.

The tables below set out the relevant page references for the documents incorporated by reference mentioned in (i) to (iv) above. The information in these documents that is not included in the tables below is considered to be additional information that is either not relevant for investors or covered elsewhere in this Information Memorandum,

and is not incorporated by reference into this Information Memorandum. The press release mentioned in (v) above is incorporated by reference into this Information Memorandum in its entirety.

2023 annual report of the Issuer	
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Consolidated income statement	p. 94
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Consolidated statement of changes in equity	p. 96-97
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Consolidated statement of cash flow	p. 99
Notes	p. 100-304
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Other information	p. 356-371

2024 annual report of the Issuer	
Consolidated statement of financial position	p. 145
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Consolidated statement of changes in equity	p. 148-149
Comprehensive equity	p. 150
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First half year 2025 interim financial statements of the Issuer	
Condensed consolidated statement of financial position	p. 9
Condensed consolidated income statement	p. 10
Condensed consolidated statement of comprehensive income	p. 11
Condensed consolidated statement of changes in equity	p. 12
Comprehensive equity	p. 13
Condensed consolidated statement of cash flow	p. 14
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Solvency and financial condition report of 2024 of the Issuer	
Introduction	p. 3
Summary	p. 4-7
Business and Performance	p. 8-24
System of Governance	p. 25-46
Risk Profile	p. 47-61
Valuation for Solvency Purposes	p. 62-75
Capital Management	p. 76-91

OVERVIEW OF THE NOTES

Words and expressions defined in the "Terms and Conditions of the Notes" below have the same meanings in this overview. References to "Conditions" are to the "Terms and Conditions of the Notes". This overview is subject to the more detailed provisions of the Conditions which shall prevail in case of any inconsistency.

The Issuer	ageas SA/NV.
Description of the Notes	EUR 450,000,000 Perpetual Subordinated Fixed Rate Resettable Temporary Write-Down Restricted Tier 1 Notes (the "**Notes**").
Joint Lead Managers	BNP PARIBAS, Goldman Sachs International and Natixis.
Initial Paying Agent	Citibank Europe PLC.
Issue Date	16 December 2025.
Issue price	100 per cent.
Denomination	EUR 200,000.
Form of the Notes	The Notes will be issued in dematerialised form in accordance with the Belgian Companies and Associations Code and cannot be physically delivered.
Status and subordination of the Notes	The Notes will constitute direct, unsecured and subordinated obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves. In the event of a Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Notes shall, subject to any obligations which are mandatorily preferred by law, rank: (i) junior to the rights and claims of (a) the holders of unsubordinated indebtedness and payment obligations of the Issuer (including, without limitation, the claims of all policyholders (if any) of the Issuer), (b) the holders of all dated or perpetual subordinated indebtedness, payment obligations and other instruments of the Issuer (including the holders of subordinated indebtedness and payment obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 3 Capital or Tier 2 Capital of the Issuer as at their respective issue dates) other than any rights and claims of holders of any Parity Securities or Junior Securities and (c) the holders of any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support agreement ranks, or is expressed to rank, senior to the Notes; (ii) at least *pari passu* with any rights and claims of holders of any subordinated indebtedness, payment obligations and other instruments of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital as at their respective issue dates (for the avoidance of doubt, other than rights and claims in respect of Junior Securities) (the "**Parity Securities**"); and

(iii) in priority to the rights and claims of the holders of (a) any payment obligations of the Issuer which rank, or are expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer, (b) any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support agreement ranks, or is expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer and (c) all classes of share capital of the Issuer (together, the "**Junior Securities**").

In a Winding-up of the Issuer, the amount payable in respect of or attributable to the Notes (in lieu of any other payment by the Issuer) shall be an amount equal to the Prevailing Principal Amount of such Notes together with any accrued but unpaid interest thereon (to the extent not previously cancelled in accordance with the Conditions (but not, for the avoidance of doubt, due to the Solvency Condition not being satisfied as at the relevant date)) to the date of payment of such amounts and the claims for such amounts will be subordinated in the manner described above.

Solvency Condition

Except in a Winding-up of the Issuer, all payments in respect of the Notes (including any damages awarded for breach of any obligations thereunder) are, in addition to the obligation of the Issuer to cancel payments of interest or write down the Prevailing Principal Amount of the Notes pursuant to the Conditions, conditional upon the Issuer being solvent at the time for payment by the Issuer and no amount shall be payable in respect of the Notes unless and until such time as the Issuer could make such payment and still be solvent immediately thereafter.

The Issuer will be considered to be "solvent" if (i) it is able to pay its debts owed to its creditors (ignoring for these purposes only the claims of Junior Creditors) as they fall due, (ii) its credit has not been imperilled within the meaning of Article XX.99 of the Belgian Economic Law Code (*Code de droit économique/Wetboek van economisch recht*), as amended, and (iii) its Assets exceed its Liabilities.

Any payment of interest not due by reason of Condition 2(b) (*Condition to Payment*) shall be cancelled as provided in Condition 4(c) (*Mandatory cancellation of Interest Payments – Regulatory Deficiency Event*).

Waiver of Set-off, etc.

Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Holder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, netting, compensation or retention.

Interest

The Notes will bear interest on their Prevailing Principal Amount from time to time outstanding. Interest will accrue from (and including) the Issue Date to (but excluding) 20 November 2034 (the "**First Reset Date**") at the rate of 5.875 per cent. *per annum*.

The Interest Rate will be reset on each Reset Date and will be determined by the Agent in accordance with Condition 3(d) (*Reset Rate of Interest*) (and if a

	Benchmark Event has occurred, having regard to Condition 3(i) (*Benchmark discontinuation*)). Payment of interest may be subject to optional and mandatory cancellation as described below.
Interest Payment Dates	Save in relation to the first short Interest Period, interest shall be payable annually in arrear on 20 November in each year, commencing on 20 November 2026.
Optional cancellation of Interest Payments	The Issuer may at its discretion at any time elect to cancel any Interest Payment, in whole or in part, which is otherwise due or scheduled to be paid on any scheduled payment date. To the extent permitted by the Relevant Rules, if (i) a Capital Disqualification Event has occurred and is continuing in respect of the Notes and (ii) the Notes are fully excluded from the Issuer's own fund items but the Issuer has not exercised its option to redeem the Notes pursuant to Condition 6(d) (*Redemption following a Capital Disqualification Event*), the Issuer shall not exercise its discretion under Condition 4(d) (*Interest cancellation if a Capital Disqualification Event has occurred but the Notes have not been redeemed*) to cancel any Interest Payments due on the Notes (in whole or in part) at any time after the occurrence of such Capital Disqualification Event.
Mandatory cancellation of Interest Payments due to Insufficient Available Distributable Items	To the extent required by the Relevant Rules, an Interest Payment otherwise due on any scheduled payment date shall not be due (in whole or, as the case may be, in part) and the relevant Interest Payment will be cancelled mandatorily and not made on such scheduled payment date if, and to the extent that the amount of such Interest Payment (including, without limitation, any Additional Amounts in respect thereof) otherwise due would, when aggregated together with any interest payments or distributions which have been paid or made or which are scheduled simultaneously to be paid or made on all other Tier 1 Capital of the Issuer (excluding for these purposes any such payments or distributions which do not reduce the Issuer's Available Distributable Items and any payments, scheduled payments or accruals already accounted for by way of deduction in determining the Issuer's Available Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such scheduled payment date, exceed the amount of Available Distributable Items of the Issuer as at such scheduled payment date.
Mandatory cancellation of Interest Payments due to a Regulatory Deficiency Event	To the extent required by the Relevant Rules, an Interest Payment otherwise due on any scheduled payment date will not be due (in whole or, as the case may be, in part), and the relevant payment will be cancelled mandatorily and not made on such scheduled payment date (i) if a Regulatory Deficiency Event has occurred and is continuing or (ii) if, and to the extent that, the payment of the Interest Payment otherwise due would cause a Regulatory Deficiency Event to occur. "**Regulatory Deficiency Event**" means any of the following events: (i) the amount of 'own-fund items' (or whatever the terminology is employed by the Relevant Rules from time to time) of the Issuer and/or the Group eligible to cover each Solvency Capital

Requirement and/or each Minimum Capital Requirement is not sufficient to cover such Solvency Capital Requirement or Minimum Capital Requirement; or

(ii) (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) the Relevant Supervisory Authority notifying the Issuer that it has determined, in view of the financial and/or solvency condition of the Issuer and/or the Group, that in accordance with Relevant Rules at such time, the Issuer must take specified action in relation to the deferral of payments of principal and/or cancellation of payments of interest under the Notes and the Relevant Supervisory Authority not having revoked such notification

Mandatory cancellation of Interest Payments due to the Solvency Condition

Interest Payments otherwise due on any scheduled payment date will not be due (in whole or, as the case may be, in part), and the relevant payment will be cancelled mandatorily and not made on such scheduled payment date, if and to the extent that such payment cannot be made in compliance with the Solvency Condition.

Non-cumulative interest

If the payment of interest scheduled on any scheduled payment date is cancelled in accordance with the Conditions as described above, the Issuer shall not have any obligation to make such Interest Payment on such scheduled payment date and the failure to pay such amount of interest or part thereof shall not constitute a default of the Issuer for any purpose. Any such interest will not accumulate or be payable at any time thereafter and Holders of the Notes shall have no right thereto whether in a Winding-up of the Issuer or otherwise, or to receive any additional interest or other compensation as a result of any such cancelled payment of interest.

Write Down following a Trigger Event

Write Down

If a Trigger Event has occurred, the Issuer shall:

(i) (unless the Relevant Supervisory Authority itself made the relevant determination) immediately inform the Relevant Supervisory Authority of the occurrence of the Trigger Event;

(ii) without delay, give the relevant Trigger Event Notice (which notice shall be irrevocable);

(iii) immediately and irrevocably cancel any interest which has accrued up to (and including) the relevant Write Down Date and which is unpaid; and

(iv) following the final determination of the Write Down Amount in accordance with Condition 5(b) (*Write Down Amount*), reduce the then Prevailing Principal Amount of each Note by the relevant Write Down Amount as provided in the Conditions.

See Condition 5(a) (*Write Down*) for further information.

Write Down Amount

The aggregate reduction of the Prevailing Principal Amounts of the Notes outstanding on the Write Down Date will, subject as provided below, be equal to:

(i) in the case of a Write Down due to the occurrence of a Trigger Event referred to in any of paragraphs (i), (ii), (v) or (vi) of the definition of "Trigger Event" in Condition 20 (*Definitions*), the amount that would result in the entire Prevailing Principal Amount of a Note with an Initial Principal Amount of EUR 200,000 being reduced to one cent per Note;

(ii) in the case of a Write Down due to the occurrence of a Trigger Event referred to in paragraphs (iii) or (iv) of the definition of "Trigger Event" in Condition 20 (*Definitions*):

(a) if a consequence of the relevant Write Down (taking into account the write down or conversion of any other Loss Absorbing Instruments on or around the Write Down Date) would be that the aggregate quantum of own-fund items which are eligible to cover the Solvency Capital Requirement and/or Minimum Capital Requirement of the Issuer and/or the Group (as applicable) would increase such that no Trigger Event would be continuing and the SCR Ratio of each of the Issuer and the Group would be 100 per cent. or more immediately following such Write Down, such amount as would be sufficient such that no Trigger Event would be continuing and the lower of the SCR Ratio of the Issuer and of the Group would be equal to 100 per cent. immediately following such Write Down (provided that this paragraph (ii)(a) shall only apply if the Issuer is capable of determining such amount prior to the Write Down Date); or

(b) if paragraph (ii)(a) above does not apply, an amount calculated by the Issuer on a linear basis to reflect the prevailing Relevant SCR Ratio on the last day of the relevant 90-day period referred to in paragraphs (iii) or (iv) of the definition of "Trigger Event" in Condition 20 (*Definitions*), or on such other date as may be required by the Relevant Supervisory Authority or by the Relevant Rules, where the resulting Prevailing Principal Amount of each Note would be (x) equal to the Initial Principal Amount if the prevailing Relevant SCR Ratio was 100 per cent. (or above) and (y) written down to one cent per Note if the prevailing Relevant SCR Ratio was at or below 75 per cent.; or

(iii) in any case, such other amount as may be approved by the Relevant Supervisory Authority prior to the Write Down Date in accordance with the Relevant Rules in force as at that time and in its sole and absolute discretion (which amount, if lower, may be equal to zero in the circumstances set out in the following sentence). To the extent permitted by, and in accordance with, the Relevant Rules in force as at that time, a Write Down may be exceptionally waived by the Relevant Supervisory Authority to the extent that such a Write Down (taking into account the write-down or conversion of any other Loss

Absorbing Instruments on or around the Write Down Date) would give rise to a tax liability that would have a significant adverse effect on the solvency or capital position of the Issuer and/or the Group.

See Condition 5(b) (*Write Down Amount*) for further information.

A "**Trigger Event**" shall be deemed to occur if the Issuer or the Relevant Supervisory Authority determines that:

(i) the amount of eligible own-fund items of the Issuer is equal to or less than 75 per cent. of the Solvency Capital Requirement of the Issuer;

(ii) the amount of eligible own-fund items of the Group is equal to or less than 75 per cent. of the Solvency Capital Requirement of the Group;

(iii) the amount of eligible own-fund items of the Issuer has been less than the Solvency Capital Requirement of the Issuer for a period of at least 90 calendar days;

(iv) the amount of eligible own-fund items of the Group has been less than the Solvency Capital Requirement of the Group for a period of at least 90 calendar days;

(v) the amount of eligible own-fund items of the Issuer is equal to or less than the Minimum Capital Requirement of the Issuer; and/or

(vi) the amount of eligible own-fund items of the Group is equal to or less than the Minimum Capital Requirement of the Group.

To the extent that the Prevailing Principal Amount of the Notes has been Written Down as described above, interest shall accrue from (and including) the date of the relevant Write Down on the decreased Prevailing Principal Amount of the Notes.

Write Up of the Notes at the Discretion of the Issuer

The Issuer shall, save as provided below in relation to the pre-conditions to any Write Up, have full discretion to reinstate, to the extent permitted in compliance with the Relevant Rules, any portion of the principal amount of the Notes which has been Written Down and which has not previously been Written Up. The reinstatement of the Prevailing Principal Amount may occur on more than one occasion (and each Note may be Written Up on more than one occasion) provided that the principal amount of each Note shall never be Written Up to an amount greater than its Initial Principal Amount.

To the extent that the Prevailing Principal Amount of the Notes has been Written Up as described above, interest shall begin to accrue from (and including) the date of the relevant Write Up on the increased Prevailing Principal Amount of the Notes.

Any such Write Up of the Notes shall be made on a *pro rata* basis and without any preference among themselves.

Any Write Up will occur on the basis of profits of the Issuer which contribute to its Available Distributable Items and which are made subsequent to the restoration of compliance with the Solvency Capital Requirement of both the Issuer and the Group and will also be subject to:

(i) the circumstances which gave rise to the Trigger Event having ceased;

(ii) it not causing a Trigger Event;

(iii) the Issuer having taken a formal decision confirming the relevant profits available to be utilised in effecting the Write Up;

(iv) the Issuer and/or the Group having sufficient eligible own-fund items (as determined by reference to the Relevant Rules at such time) available to cover the Solvency Capital Requirement and Minimum Capital Requirement of the Issuer and the Group both before and after the relevant Write Up (taking into account the application of any regulatory limits on the inclusion in Tier 1 Capital of the Prevailing Principal Amount of the Notes and the prevailing principal amount of any Written Down Tier 1 Instruments);

(v) the Issuer satisfying the Regulatory Clearance Condition; and

(vi) any such Write Up being made in compliance with the Relevant Rules.

See Condition 5(d) (*Write Up*) for further information.

Maturity

The Notes are perpetual securities with no fixed redemption date. The Notes may only be redeemed or repurchased by the Issuer in the circumstances set out below (and as more fully described in Condition 6 (*Redemption*)).

Redemption

The Holders of the Notes have no right to require the Issuer to redeem the Notes.

The Issuer has the right, in its sole and full discretion but subject to the satisfaction of the conditions to redemption as set out in Condition 9 (*Preconditions to Redemption, Variation and Purchase*), to redeem the Notes in whole but not in part (i) on any Optional Redemption Date, (ii) if a Deductibility Event or a Gross-up Event has occurred and is continuing, (iii) if a Capital Disqualification Event has occurred and is continuing, (iv) if a Ratings Methodology Event has occurred and is continuing, (v) if an Accounting Event has occurred and is continuing or (vi) if 75 per cent. or more of the aggregate principal amount of the Notes originally issued have been purchased by the Issuer or by any other person beneficially for the Issuer's account and, in each case, cancelled pursuant to the Conditions, in each case at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with the Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption.

The Issuer shall be required to defer redemption of the Notes in certain circumstances as set out below (and as more fully described in the Conditions).

Mandatory Deferral of Redemption

Deferral of Redemption relating to a Regulatory Deficiency Event

If a Regulatory Deficiency Event has occurred and is continuing on the date specified in the notice of redemption by the Issuer under Condition 6(b) (*Issuer's Call Option*), 6(c) (*Redemption for Taxation Reasons*), 6(d) (*Redemption following a Capital Disqualification Event*), 6(e) (*Redemption pursuant to Clean-up Call Option*), 6(f) (*Redemption due to Ratings Methodology Event*) or 6(g) (*Redemption following an Accounting Event*), as the case may be, or redemption of the Notes on such date would itself cause a Regulatory Deficiency Event to occur, the Issuer shall give notice to the Holders in accordance with Condition 6(k) (*Notices and Certificates*) and the Agent that redemption of the Notes shall be deferred, and no redemption pursuant to Condition 6 (*Redemption*) will fall due or be permitted other than as set out below and in accordance with Condition 9 (*Preconditions to Redemption, Variation and Purchase*).

In such event, subject (except in the case of paragraph (iii) below) to the Solvency Condition in Condition 2(b) (*Condition to Payment*), such Notes shall instead become due for redemption at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with the Conditions) any accrued but unpaid interest up to (but excluding) the redemption date, upon the earliest of:

(i) the date falling ten Business Days after the date the Regulatory Deficiency Event has ceased (provided that if on such tenth Business Day a further Regulatory Deficiency Event has occurred and is continuing or redemption of the Notes on such tenth Business Day would itself cause a Regulatory Deficiency Event to occur, the Notes shall not fall due for redemption on such date and the Issuer shall give further notice thereof to the Holders in accordance with Condition 6(k) (*Notices and Certificates*) and to the Agent, and the provisions of Condition 6(h) (*Deferral of Redemption relating to a Regulatory Deficiency Event*) shall apply *mutatis mutandis* to determine the subsequent date for redemption of the Notes);

(ii) the date falling ten Business Days after the Relevant Supervisory Authority has agreed to the redemption of the Notes; and

(iii) the Winding-up of the Issuer.

Deferral of Redemption relating only to the Solvency Condition

If Condition 6(h) (*Deferral of Redemption relating to a Regulatory Deficiency Event*) does not apply, but the Issuer is required to defer redemption of the Notes on the date specified in the notice of redemption by the Issuer under Condition 6(b) (*Issuer's Call Option*), 6(c) (*Redemption for Taxation Reasons*), 6(d) (*Redemption following a Capital Disqualification Event*), 6(e) (*Redemption pursuant to Clean-up Call Option*), 6(f) (*Redemption due to Ratings Methodology Event*) or 6(g) (*Redemption following an Accounting Event*), as the case may be, only as a result of the Solvency Condition not being satisfied at such time of or following such payment, the Issuer shall give notice to the Holders in accordance with Condition 6(k) (*Notices and Certificates*) and the Agent that redemption of the Notes shall be deferred, and no

redemption pursuant to Condition 6 (*Redemption*) will fall due or be permitted other than as set out below and in accordance with Condition 9 (*Preconditions to Redemption, Variation and Purchase*).

In such event, such Notes shall instead become due for redemption at their Prevailing Principal Amount together with (to the extent not previously cancelled in accordance with the Conditions) any accrued but unpaid interest up to (but excluding) the redemption date, upon the earliest of:

(i) the date falling ten Business Days immediately following the day that the Solvency Condition is met, provided that if on such tenth Business Day the Solvency Condition is not met or a Regulatory Deficiency Event has occurred and is continuing, or would not be met or would occur (as applicable) if the Notes were to be redeemed, then the Issuer shall give further notice to the Holders in accordance with Condition 6(k) (*Notices and Certificates*) and the Agent that redemption of the Notes will again be deferred, the Notes shall not fall due for redemption on such date and Condition 6(h) (*Deferral of Redemption relating to a Regulatory Deficiency Event*) (in the case of deferral due to a Regulatory Deficiency Event) or Condition 6(i) (*Deferral of Redemption relating only to Solvency Condition*) (in the case of deferral only due to the Solvency Condition) shall apply *mutatis mutandis* to determine the subsequent date for the redemption of the Notes; and

(ii) the Winding-up of the Issuer.

No default or acceleration

Notwithstanding any other provision in the Conditions, the deferral of the redemption of the Notes in accordance with Condition 2(b) (*Condition to Payment*) or Condition 6 (*Redemption*) will not constitute a default by the Issuer under the Notes or for any other purpose and will not give Holders any right to accelerate the Notes such that amounts of principal or interest would become due and payable on the Notes earlier than otherwise scheduled pursuant to the Conditions.

Preconditions to redemption and purchase

Any redemption or purchase of the Notes pursuant to Condition 6 (*Redemption*) or 8 (*Purchases and Cancellation*), respectively, is subject (if and to the extent required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) to:

(i) the Issuer having satisfied the Regulatory Clearance Condition;

(ii) in the case of a redemption or purchase of the Notes prior to 16 December 2030, either:

  (a) such redemption or purchase being funded out of the proceeds of a new issue of or exchange into one or more Tier 1 Capital

basic own-fund items of at least the same quality as the Notes; or

(b) in the case of any redemption or purchase pursuant to Condition 6(c) (*Redemption for Taxation Reasons*) or 6(d) (*Redemption following a Capital Disqualification Event*), the Relevant Supervisory Authority being satisfied that the Solvency Capital Requirement of the Issuer and the Group will be exceeded by an appropriate margin immediately after such redemption or purchase (taking into account the solvency position of the Issuer and the Group, including by reference to the Issuer's and the Group's medium-term capital management plan); and

(A) in the case of any such redemption following the occurrence of a Deductibility Event or a Gross-up Event, the Issuer having demonstrated to the satisfaction of the Relevant Supervisory Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the issue date of the most recently issued tranche of the Notes; or

(B) in the case of any such redemption following the occurrence of a Capital Disqualification Event, the Relevant Supervisory Authority considering that the relevant change in the regulatory classification of the Notes is sufficiently certain and the Issuer having demonstrated to the satisfaction of the Relevant Supervisory Authority that such change was not reasonably foreseeable as at the issue date of the most recently issued tranche of the Notes;

(iii) in the case of a redemption or purchase of the Notes on or following 16 December 2030 but prior to 16 December 2035, either (a) the Solvency Capital Requirement of the Issuer and the Group being exceeded by an appropriate margin (in the opinion of the Relevant Supervisory Authority) taking account of the solvency position of the Issuer and the Group (including, without limitation, the medium term capital management plan of the Issuer and the Group) at the time of and immediately following such redemption or purchase or (b) the Notes being exchanged for or converted into, or the redemption or purchase of such Notes being funded out of the proceeds of a new issue of, one or more Tier 1 Capital basic own-fund items of at least the same quality as the Notes;

(iv) a Regulatory Deficiency Event not continuing and such actions not causing a Regulatory Deficiency Event to occur;

(v) the Solvency Condition being satisfied and such actions not causing the Solvency Condition not to be satisfied; and

(vi) no Insolvent Insurer Winding-up relating to a Group Insurance Undertaking having occurred and being continuing.

Notwithstanding Conditions 9(ii)(a) and 9(iii)(a), but subject always to the satisfaction of the Solvency Condition and the satisfaction of the Regulatory Clearance Condition, the Issuer may redeem or purchase Notes following the occurrence of a Regulatory Deficiency Event if:

(i) the Relevant Supervisory Authority has exceptionally waived the suspension of the redemption or purchase (if and to the extent the Relevant Supervisory Authority can give such waiver in accordance with the Relevant Rules);

(ii) the Notes have been exchanged for or converted into another basic own-funds item of at least the same quality as the Notes (which, for the avoidance of doubt, will include (without limitation) a redemption or purchase funded out of the proceeds of a new issue of one or more Tier 1 Capital basic own-fund items of at least the same quality as the Notes); and

(iii) each Minimum Capital Requirement is complied with at the time of and immediately after the redemption or purchase.

Inapplicability Period

Notwithstanding anything to the contrary in Condition 6, the Issuer may waive or suspend, at any time and in its sole discretion and for whatever reason, its right to redeem, substitute or vary the Notes under any one or more of Conditions 6(b), 6(c), 6(d), 6(e), 6(f) and 6(g), in each case for a definite or indefinite period of time to be determined by the Issuer (the "**Inapplicability Period**") by giving notice to the Holders in accordance with Condition 15, and to the Agent. Any notice so given shall specify the Inapplicability Period(s) during which the Issuer shall cease to have the right to redeem, substitute or vary the Notes under any of Condition(s) 6(b), 6(c), 6(d), 6(e), 6(f) and/or 6(g), as applicable. Any ongoing Inapplicability Period may be terminated by the Issuer at any time and in its sole discretion by notice to the Holders in accordance with Condition 15, and to the Agent.

Variation

Subject to Condition 9 (*Preconditions to Redemption, Variation and Purchase*), if a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event has occurred and is continuing, or if the Issuer considers it necessary or desirable to ensure the effectiveness and enforceability of Condition 19 (*Acknowledgement of Bail-in Power*), the Issuer (subject to the prior approval of the Relevant Supervisory Authority (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) may (without the consent of the Holders) at any time (whether before or after 20 May 2034) vary the terms and conditions of the Notes so that the Notes remain or become (in the case of a Ratings Methodology Event) Rating Agency Compliant Securities or (in any other case) Qualifying Tier 1 Securities. The Conditions may only be so varied if the proposed modification would not of itself give rise to a

	Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event. Any variation of the Notes pursuant to Condition 7 (*Variation*) is subject (if and to the extent required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) to the Issuer having satisfied the Regulatory Clearance Condition.
Enforcement Events	The Holders shall have no right to petition for or institute proceedings for the bankruptcy of the Issuer in Belgium or to institute equivalent insolvency proceedings (including those equivalent to a Winding-up) pursuant to any laws in any country in respect of any default of the Issuer under the Notes. The right to sue for payment in respect of the Notes is limited to circumstances where payment has become due and is not duly made. Pursuant to Condition 2(b) (*Condition to Payment*) and save as set out in Conditions 2(c) (*Amount due on a Winding-up*) and 12(b) (*Amounts to become due and payable on Winding-up*), no principal, interest or any other amount in respect of the Notes will be due on the relevant payment date if the Solvency Condition is not satisfied, at the time of and immediately after any such payment. In the case of any payment of interest in respect of the Notes, such payment will be cancelled and not be due if Condition 2(b) (*Condition to Payment*), 4(a) (*Optional cancellation of Interest Payments*), 4(b) (*Mandatory cancellation of Interest Payments – Insufficient Available Distributable Items*), 4(c) (*Mandatory cancellation of Interest Payments – Regulatory Deficiency Event*) and/or 5 (*Write Down and Write Up*) applies and in the case of payment of principal, such principal will be Written Down following the occurrence of a Trigger Event (and may otherwise be written down pursuant to applicable law and regulation) and may be deferred in accordance with Conditions 2(b) (*Condition to Payment*) and 5 (*Write Down and Write Up*). If the Issuer defaults for a period of fourteen days or more in payment of principal when due in respect of the Notes or any of them, any Holder may (subject to the following paragraph) sue for payment when due and prove or claim in the Winding-up of the Issuer for such payment but may take no further or other action to enforce, prove or claim for any such payment. No payment in respect of the Notes may be made by the Issuer pursuant to Condition 2(c) (*Amount due on a Winding-up*), nor will any Holder accept the same, other than during or after a Winding-up of the Issuer, unless the Issuer has given prior written notice (with a copy to the Agent and made available to the Holders) to, and received consent (if required) from, the Relevant Supervisory Authority which the Issuer shall confirm in writing to the Agent and the Holders.
Taxation	All payments of principal, interest and other amounts by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future Taxes imposed, levied, collected, withheld or assessed by the Kingdom of Belgium or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event,

	the Issuer shall pay (subject as provided in Condition 11 (*Taxation*)) such additional amounts in respect of Interest Payments (but not in respect of payments of principal) as shall result in receipt by the Holders of such amounts as would have been received by them had no such withholding or deduction been required.
Listing and Admission to Trading	Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the Official List of the Luxembourg Stock Exchange. The Euro MTF market is a market operated by the Luxembourg Stock Exchange and is not a regulated market for the purposes of MiFID II, nor a UK regulated market for the purposes of UK MiFIR.
Clearing Systems	The Notes will be represented exclusively by book entries in the records of the NBB Securities Settlement System operated by the NBB or any successor thereto. Access to the NBB Securities Settlement System is available through those of its NBB Securities Settlement System participants whose membership extends to securities such as the Notes.
Independent Auditors	PwC Reviseurs d'Entreprises SRL / PwC Bedrijfsrevisoren BV (*société de réviseurs agréée/erkend revisorenvennootschap*), represented by Mr Kurt Cappoen, with offices at Culliganlaan 5, B-1831 Diegem, Belgium, has audited the consolidated annual financial statements of the Issuer as of and for the years ended 31 December 2023 and 31 December 2024 in accordance with the International Standards of Auditing and the audit resulted in unqualified opinions. PwC Reviseurs d'Entreprises SRL / PwC Bedrijfsrevisoren BV has furthermore reviewed the unaudited condensed consolidated interim financial statements as of and for the six months period ended 30 June 2025. PwC Reviseurs d'Entreprises SRL / PwC Bedrijfsrevisoren BV is a member of the *Institut des Réviseurs d'Entreprises/Instituut der Bedrijfsrevisoren*.
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, the laws of England, save that the provisions of Conditions 1, 2 and 14(a), the Schedule to the Conditions and any non-contractual obligations arising therefrom or in connection therewith are governed by, and shall be construed in accordance with, Belgian law.
Use of Proceeds	The net proceeds of the Notes are expected to be used by the Issuer for general corporate purposes and to optimise the capital structure of the Group.
Representation of Holders	The Conditions contain provisions for calling meetings of Holders to consider matters relating to the Notes or for resolutions to be passed by way of Written Resolutions and Electronic Consents. These provisions permit defined majorities to bind all Holders, including Holders who did not attend and vote at the relevant meeting and Holders who voted in a manner contrary to the majority or, as the case may be, who did not sign the relevant Written Resolution or give their Electronic Consents for the relevant resolution.
Selling restrictions	Selling restrictions apply in various jurisdictions, see "*Subscription and Sale*".

	The Notes have not been and will not be registered under the Securities Act and, subject to certain exceptions, 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). The Notes may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994, holding their securities in an exempt securities account (X-account) that has been opened with a financial institution that is a direct or indirect participant in the NBB Securities Settlement System operated by the National Bank of Belgium. 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 any consumer (*consommateur/consument*) within the meaning of the Belgian Economic Law Code.
Ratings	The Issuer has been rated "A+" (stable outlook) (Financial Strength Rating) and "A+" (stable outlook) (Issuer Credit Rating) by S&P, "A+" (stable outlook) (Long-Term Issuer Default Rating) and "AA-" (stable outlook) (Long-Term Insurer Financial Strength Rating) by Fitch and "A1" (stable outlook) (Insurance Financial Strength Rating) and "A1" (stable outlook) (Long-Term Issuer Rating) by Moody's. The Notes are expected to be rated "BBB+" by S&P and "BBB+" by Fitch. S&P, Fitch and Moody's are established in the EEA and registered under the CRA Regulation. As such, S&P, Fitch and Moody's are included in the list of registered credit rating agencies published by ESMA on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation. **A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning rating agency.**
ISIN	BE6369832363.
Common Code	325438738.
LEI	5493005DJBML6LY3RV36.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Conditions, save for the paragraphs in italics that are included for information only and shall not form part of the Conditions.

The issue of the EUR 450,000,000 perpetual subordinated fixed rate resettable temporary write-down restricted tier 1 notes (the "**Notes**", which expression shall in these Conditions, unless the context otherwise requires, include any further notes issued pursuant to Condition 16 and forming a single series with the Notes) was (save in respect of any such further issues) authorised by the directors of ageas SA/NV (the "**Issuer**") at a meeting of the Board of Directors of the Issuer held on 7 December 2025 and by written resolutions of the members of the Executive Committee of the Issuer passed on 8 December 2025. The Notes are issued subject to an agency agreement dated on or about 12 December 2025 (such agreement as amended and/or supplemented and/or restated from time to time, the "**Agency Agreement**") made between the Issuer and Citibank Europe PLC as the paying agent and calculation agent (the "**Agent**", which expression shall include any successor thereto or additional or replacement agent) and a service contract for the issuance of fixed income securities dated on or about the Issue Date (such agreement as amended and/or supplemented and/or restated from time to time, the "**Clearing Services Agreement**") between the NBB (as defined below), the Issuer and Citibank Europe PLC as paying agent has been entered into in relation to the Notes.

The statements in these Conditions include summaries of, and are subject to, the detailed provisions of, and definitions in, the Agency Agreement and the Clearing Services Agreement. Copies of the Agency Agreement and the Clearing Services Agreement are available for inspection by the Holders (as defined below) during normal business hours at the specified office of the Agent. The Holders are deemed to have notice of all the provisions of the Agency Agreement and the Clearing Services Agreement applicable to them. The specified office of the Agent is, as at 12 December 2025, at 1 North Wall Quay, Dublin 1, Ireland.

References herein to "**Conditions**" are, unless the context otherwise requires, to the numbered paragraphs below. References to any code, law, decree, regulation, directive or any implementing or other legislative measure shall be construed as a reference to such code, law, decree, regulation, directive or implementing or other legislative measure as the same may be amended, supplemented, restated and/or replaced from time to time.

1 Form, Denomination and Title

The Notes are issued in dematerialised form in accordance with the Belgian Companies and Associations Code. The Notes will be represented by book entries in the records of the securities settlement system (the "**NBB Securities Settlement System**") operated by the National Bank of Belgium (*Banque Nationale de Belgique/Nationale Bank van België*) (the "**NBB**") or any successor thereto. The Notes can be held through direct and indirect participants in the NBB Securities Settlement System, including Euroclear, Euroclear France, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB and through other financial intermediaries which in turn hold the Notes through Euroclear, Euroclear France, Clearstream Banking Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB or other participants in the NBB Securities Settlement System. The Notes are accepted for clearance through the NBB 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 and the Terms and Conditions governing the participation in the NBB Securities Settlement System and its annexes, as issued or modified by the NBB from time to time (the laws, decrees and rules mentioned in this Condition 1 being referred to herein as the "**NBB Securities Settlement System Regulations**"). Title to the Notes will pass by account transfer in accordance with the NBB Securities Settlement System Regulations. The Notes shall neither be physically delivered nor converted into

bearer securities (*titres au porteur/effecten aan toonder*). The Holders will not be entitled to exchange the Notes for securities in bearer form.

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

For so long as the Notes are held by or on behalf of the NBB Securities Settlement System, each person (each an "**Accountholder**") being shown in the records of a participant or sub-participant in the NBB Securities Settlement System as the holder of a particular Prevailing Principal Amount of the Notes (in which regard any certificates or other documents issued by the NBB Securities Settlement System or a participant or sub-participant therein as to the Prevailing Principal Amount of such Notes standing to the account of any Accountholder (together with any notification from the NBB Securities Settlement System or the operator thereof as to the identity of a relevant participant with whom the Accountholder holds its Notes) shall be conclusive and binding for all purposes) shall be treated by the Issuer and the Agent as the holder of that Prevailing Principal Amount for the purpose of any quorum, voting, the right to demand a poll or for any other associative rights (as defined in Article 7:41 of the Belgian Companies and Associations Code). With respect to the payment of principal or interest on the Notes, such payment will be made to participants in the NBB Securities Settlement System and with respect to the delivery of any notice to be given to or by a Holder in respect of the Notes pursuant to these Conditions, such notice must be given in accordance with the standard procedures of the NBB Securities Settlement System and, in the case of notice by a Holder, may only be given by a participant in the NBB Securities Settlement System (whether acting on its own behalf or on behalf of other subscribers holding through such participant) in respect of the relevant Notes held by or through it, and the expressions "**Holder**" and "**holder of Notes**" and related expressions shall be construed accordingly.

The Notes have an Initial Principal Amount of EUR 200,000 each. The Notes may only be settled through the NBB Securities Settlement System in principal amounts equal to the Prevailing Principal Amount or an integral multiple thereof. If, at any time, the Notes are transferred to any other clearing system or any successor thereto which is not exclusively operated by the NBB, these Conditions shall apply *mutatis mutandis* in respect of such Notes.

2 Status of the Notes and Winding-up

(a) ***General***

The Notes constitute direct, unsecured and subordinated obligations of the Issuer which will at all times rank *pari passu* without any preference among themselves.

In the event of a Winding-up, the rights and claims of the Holders against the Issuer in respect of or arising under the Notes shall, subject to any obligations which are mandatorily preferred by law, rank:

(i) junior to the rights and claims of (a) the holders of unsubordinated indebtedness and payment obligations of the Issuer (including, without limitation, the claims of all policyholders (if any) of the Issuer), (b) the holders of all dated or perpetual subordinated indebtedness, payment obligations and other instruments of the Issuer (including the holders of subordinated indebtedness and payment obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 3 Capital or Tier 2 Capital of the Issuer as at their respective issue dates) other than any rights and claims of holders of any Parity Securities or Junior Securities and (c) the holders of any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any

person or entity, which guarantee or support agreement ranks, or is expressed to rank, senior to the Notes;

(ii) at least *pari passu* with any rights and claims of holders of any subordinated indebtedness, payment obligations and other instruments of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 1 Capital as at their respective issue dates (for the avoidance of doubt, other than rights and claims in respect of Junior Securities) (the "**Parity Securities**"); and

(iii) in priority to the rights and claims of the holders of (a) any payment obligations of the Issuer which rank, or are expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer, (b) any rights and claims relating to any guarantee or support agreement entered into by the Issuer in respect of any obligations of any person or entity, which guarantee or support agreement ranks, or is expressed to rank, junior to the Notes and/or *pari passu* with any class of share capital of the Issuer and (c) all classes of share capital of the Issuer (together, the "**Junior Securities**").

(b) ***Condition to Payment***

Except in a Winding-up of the Issuer, all payments in respect of the Notes (including any damages awarded for breach of any obligations thereunder) are, in addition to the obligation of the Issuer to cancel payments of interest or write down the Prevailing Principal Amount of the Notes pursuant to these Conditions, conditional upon the Issuer being solvent at the time for payment by the Issuer and no amount shall be payable in respect of the Notes unless and until such time as the Issuer could make such payment and still be solvent immediately thereafter (the "**Solvency Condition**").

In these Conditions, the Issuer will be considered to be "**solvent**" if (i) it is able to pay its debts owed to its creditors (ignoring for these purposes only the claims of Junior Creditors) as they fall due, (ii) its credit has not been imperilled within the meaning of Article XX.99 of the Belgian Economic Law Code (*Code de droit économique*/*Wetboek van economisch recht*), as amended, and (iii) its Assets exceed its Liabilities.

A certificate as to the satisfaction or non-satisfaction of the Solvency Condition signed by two directors of the Issuer and delivered to the Agent shall, in the absence of manifest error, be treated and accepted by the Agent, the Holders and all other interested parties as correct and sufficient evidence thereof and shall be conclusive and binding upon all such persons. Any such certificate delivered to the Agent shall also be made available to the Holders.

Any payment of interest not due by reason of this Condition 2(b) shall be cancelled as provided in Condition 4(c).

Any redemption of the Notes shall be deferred as provided in Condition 6(i) and any redemption notice will be automatically rescinded as provided in Condition 9 if the Solvency Condition is not satisfied at the relevant time as set out therein.

(c) ***Amount due on a Winding-up***

In a Winding-up of the Issuer the amount payable in respect of or attributable to the Notes (in lieu of any other payment by the Issuer) shall be an amount equal to the Prevailing Principal Amount of such Notes together with any accrued but unpaid interest thereon (to the extent not previously cancelled in accordance with these Conditions (but not, for the avoidance of doubt, due to the Solvency Condition not being satisfied as at the relevant date)) to the date of payment of such amounts and the claims for such amounts will be subordinated in the manner described in Condition 2(a) above.

(d) ***Waiver of Set-off, etc.***

Subject to applicable law, no Holder may exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Holder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, netting, compensation or retention. Notwithstanding the preceding sentence, if any of the amounts owing to any Holder by the Issuer in respect of, or arising under or in connection with the Notes is discharged by set-off, netting, compensation or retention, such Holder shall, unless such payment is prohibited by applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or, in the event of its Winding-up, the liquidator or, as appropriate, such relevant insolvency practitioner as is appointed to the Issuer) and, until such time as payment is made, shall hold an amount equal to such amount for the benefit of and to the order of the Issuer (or the liquidator or relevant insolvency practitioner appointed to the Issuer (as the case may be)) and accordingly any such discharge shall be deemed not to have taken place.

3 Interest

(a) ***Interest Rates***

Subject to the provisions of this Condition 3 and Conditions 2(b), 4 and 5, the Notes bear interest on their Prevailing Principal Amount from time to time at the applicable Interest Rate from (and including) the Issue Date in accordance with the provisions of this Condition 3.

Subject to the provisions of this Condition 3 and Conditions 2(b), 4 and 5, interest shall be payable annually in arrear on 20 November in each year (each, an "**Interest Payment Date**"), commencing on 20 November 2026.

Accordingly, if paid in full, the amount of interest payable (subject to Conditions 2(b), 4 and 5 and subject as set out below in respect of the first Interest Period) on each Interest Payment Date up to (and including) the First Reset Date shall be EUR 11,750 per Calculation Amount (assuming that the Prevailing Principal Amount remains equal to the Initial Principal Amount at all times during that period).

The first Interest Period shall be a short first Interest Period for the period from (and including) the Issue Date to (but excluding) the first Interest Payment Date and, if paid in full, the amount of interest payable (subject to Conditions 2(b), 4 and 5) on the first Interest Payment Date shall be EUR 10,913.01 per Calculation Amount (assuming that the Prevailing Principal Amount remains equal to the Initial Principal Amount at all times during that period).

(b) ***Accrual of Interest***

Subject to the provisions of this Condition 3 and Conditions 2(b), 4 and 5, the Notes will cease to bear interest from (and including) (i) the date of redemption thereof pursuant to Condition 6 or (ii) from (and including) the date on which the Notes become repayable in a Winding-up of the Issuer in accordance with Conditions 2 and 12, as the case may be, unless payment of all amounts then due in respect of the Notes is not made, in which case interest shall continue to accrue at the Interest Rate in respect of unpaid amounts on the Prevailing Principal Amount of the Notes, both before and after judgment, and shall be payable, as provided in these Conditions up to (but excluding) the Relevant Date.

Where it is necessary to compute an amount of interest in respect of any Note for a period which is less than a complete Interest Period, the relevant day-count fraction shall be determined on the basis of (i) the number of days in the relevant period, from (and including) the date from which interest begins to accrue to (but excluding) the date on which it falls due, divided by (ii) the actual number of days in the Interest

Period in which the relevant period falls (including the first such day but excluding the last) or, in the case of any period falling within the short first Interest Period, the number of days in the period from (and including) 20 November 2025 to (but excluding) the first Interest Payment Date.

Interest in respect of any Note shall be calculated per Calculation Amount in accordance with the NBB Securities Settlement System Regulations. The amount of interest payable per Calculation Amount for any period shall be equal to the product of the relevant Interest Rate, the Calculation Amount and the day-count fraction for the relevant period, rounding the resulting figure to the nearest cent (half a cent being rounded downwards).

If the Prevailing Principal Amount of the Notes is Written Down or Written Up during an Interest Period pursuant to Condition 5 (and/or is otherwise adjusted pursuant to applicable law and regulation), the Calculation Amount will be adjusted to reflect such Prevailing Principal Amount from time to time so that the relevant amount of interest is determined by the Agent by reference to such Calculation Amount as adjusted from time to time and as if such Interest Period were comprised of two or (as applicable) more consecutive interest periods, with interest calculations based on the number of days for which each Prevailing Principal Amount and Calculation Amount was applicable.

Notwithstanding the previous two paragraphs, for so long as the Notes are held in the NBB Securities Settlement System, the method of calculation provided for above shall apply save that the calculation shall be made in respect of the total aggregate Prevailing Principal Amount of the Notes then outstanding (including, if applicable, as Written Down or Written Up and/or as otherwise adjusted pursuant to applicable law and regulation) and interest in respect of the Notes shall in general be calculated and allocated amongst the Notes in accordance with the NBB Securities Settlement System Regulations.

(c) ***Initial Fixed Interest Rate***

For the Initial Fixed Rate Interest Period, the Notes bear interest, subject to this Condition 3 and Conditions 2(b), 4 and 5, at the rate of 5.875 per cent. *per annum* (the "**Initial Fixed Interest Rate**").

(d) ***Reset Rate of Interest***

The Interest Rate will be reset (each a "**Reset Rate of Interest**") in accordance with this Condition 3 on each Reset Date. The Reset Rate of Interest in respect of each Reset Period will be determined by the Agent on the relevant Reset Determination Date as the sum of the relevant Reset Reference Rate and the Margin.

(e) ***Determination of Reset Rate of Interest***

The Agent will, as soon as practicable after 11.00 a.m. (Central European time) on each Reset Determination Date, determine the Reset Rate of Interest in respect of the relevant Reset Period.

(f) ***Publication of Reset Rate of Interest***

The Agent shall cause notice of the Reset Rate of Interest determined in accordance with this Condition 3 in respect of each Reset Period to be given to the Issuer and any stock exchange on which the Notes are for the time being listed or admitted to trading (if any) and, in accordance with Condition 15, the Holders, in each case as soon as practicable after its determination but in any event not later than the fourth Business Day thereafter.

If the Notes become due and payable pursuant to Condition 12 and for so long as the Notes remain outstanding thereafter, the accrued interest per Calculation Amount and the Reset Rate of Interest payable in respect of the Notes shall nevertheless continue to be calculated as previously by the Agent in accordance with this Condition 3 and provided to the Issuer.

(g) ***Agent and Reset Reference Banks***

The Issuer will maintain an Agent. The name of the initial Agent is set out at the start of these Conditions.

The Issuer may, without the prior approval of the Holders, from time to time replace the Agent with another leading investment, merchant or commercial bank or financial institution in the eurozone, provided that there will at all times be an Agent that is a participant of the NBB Securities Settlement System. If the Agent is unable or unwilling to continue to act as the Agent or fails duly to determine the Reset Rate of Interest in respect of any Reset Period as provided in Condition 3(d) or the accrued interest per Calculation Amount payable in respect of the Notes, the Issuer shall forthwith appoint another leading investment, merchant or commercial bank or financial institution in the eurozone to act as such in its place. The Agent may not resign its duties or be removed without a successor having been appointed as aforesaid.

(h) ***Determinations of Agent binding***

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 3 by the Agent, shall (in the absence of manifest error) be binding on the Issuer, the Agent and all Holders and (in the absence of wilful default or negligence) no liability to the Holders or the Issuer shall attach to the Agent in connection with the exercise or non-exercise by it of any of its powers, duties and discretions.

(i) ***Benchmark discontinuation***

Notwithstanding the other provisions of Condition 3 above, if the Issuer determines that a Benchmark Event has occurred in relation to the Original Reference Rate when any Reset Rate of Interest (or any component part thereof) remains to be determined by reference to the Original Reference Rate, then the following provisions of this Condition 3(i) shall apply.

(i) *Independent Adviser*

The Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 3(i)(ii)) and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments (in accordance with Condition 3(i)(iv)). In making such determination, the Independent Adviser shall act in good faith and in a commercially reasonable manner. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agent or the Holders for any determination made by it pursuant to this Condition 3(i).

If the Issuer is unable to appoint an Independent Adviser in accordance with this Condition 3(i), the Issuer, acting in good faith and in a commercially reasonable manner, may still determine (i) a Successor Rate or Alternative Rate and (ii) in either case, an Adjustment Spread (if any) and/or any Benchmark Amendments in accordance with this Condition 3(i) (with the relevant provisions in this Condition 3(i) and the relevant defined terms used herein applying *mutatis mutandis* to allow such determinations to be made by the Issuer rather than by an Independent Adviser). Where this paragraph applies, without prejudice to the definitions thereof, for the purposes of determining any Successor Rate, Alternative Rate, Adjustment Spread and/or Benchmark Amendments (as the case may be), the Issuer will take into account relevant and applicable market precedents and customary market usage as well as any published guidance from relevant associations involved in the establishment of market standards and/or protocols in the international debt capital markets.

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser determines that:

(a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread (if any) shall subsequently be used by the Agent in place of the Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes in respect of periods beginning from the end of the then current Reset Period onwards or, if the Issuer determines that a Benchmark Event has occurred prior to the first Reset Determination Date, from the First Reset Date onwards, subject to the further operation of this Condition 3(i); or

(b) there is no Successor Rate but there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread (if any) shall subsequently be used in place of the Original Reference Rate to determine the Reset Rate of Interest (or the relevant component part thereof) for all relevant future payments of interest on the Notes in respect of periods beginning from the end of the then current Reset Period onwards or, if the Issuer determines that a Benchmark Event has occurred prior to the first Reset Determination Date, from the First Reset Date onwards, subject to the further operation of this Condition 3(i).

(iii) *Adjustment Spread*

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Rate (as applicable) will apply without an Adjustment Spread.

(iv) *Benchmark Amendments*

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 3(i) and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (if any) (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to satisfaction of the Regulatory Clearance Condition and to giving notice thereof to the Holders in accordance with Condition 15, without any requirement for the consent or approval of Holders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Agent of a certificate signed by two directors of the Issuer pursuant to Condition 3(i)(v), the Agent shall (at the expense of the Issuer), without any requirement for the consent or approval of the Holders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of an agreement supplemental to or amending the Agency Agreement), provided that the Agent shall not be obliged so to concur if in the opinion of the Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Agent in these Conditions or the Agency Agreement (including, for the avoidance of doubt, any supplemental agency agreement) in any way.

In connection with any such modifications in accordance with this Condition 3(i)(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 3(i), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to these Conditions of the Notes be made to effect any Benchmark Amendments, 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 eligible, in whole or in part, to qualify for inclusion in the Tier 1 Capital of the Issuer and/or the Group.

(v) *Notices, etc.*

Any Successor Rate, Alternative Rate, Adjustment Spread (if any or, if none, confirmation that one has not been determined) and the specific terms of any Benchmark Amendments determined under this Condition 3(i) will be notified promptly by the Issuer to the Agent and, in accordance with Condition 15, the Holders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Agent of the same, the Issuer shall deliver to the Agent a certificate signed by two directors of the Issuer:

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread (if any) and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 3(i);

(b) stating whether the Successor Rate or, as the case may be, the Alternative Rate and (in either case) the applicable Adjustment Spread (if any) and the Benchmark Amendments (if any) were determined by an Independent Adviser; and

(c) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Agent shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination thereof and without prejudice to the Agent's ability to rely on such certificate as aforesaid) be binding on the Agent and the Holders.

(vi) *Survival of Original Reference Rate provisions*

Without prejudice to the obligations of the Issuer under this Condition 3(i), the Original Reference Rate and the fall-back provisions provided for in the definition of "Reset Reference Rate" in Condition 20 will continue to apply unless and until the Issuer has determined the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and any Benchmark Amendments, in accordance with the relevant provisions of this Condition 3(i).

4 Cancellation of Interest

(a) ***Optional cancellation of Interest Payments***

The Issuer may at its discretion (but subject to the requirement for mandatory cancellation of interest pursuant to Conditions 2(b), 4(b), 4(c) and 5, and subject as provided in Condition 4(d)) at any time elect to cancel any Interest Payment, in whole or in part, which is otherwise due or scheduled to be paid on any scheduled payment date.

(b) ***Mandatory cancellation of Interest Payments – Insufficient Available Distributable Items***

To the extent required by the Relevant Rules, an Interest Payment otherwise due on any scheduled payment date shall not be due (in whole or, as the case may be, in part) and the relevant Interest Payment will be cancelled mandatorily and not made on such scheduled payment date if, and to the extent that the amount of such Interest Payment (including, without limitation, any Additional Amounts in respect thereof) otherwise due would, when aggregated together with any interest payments or distributions which have been paid or made or which are scheduled simultaneously to be paid or made on all other Tier 1 Capital of the Issuer (excluding for these purposes any such payments or distributions which do not reduce the Issuer's Available Distributable Items and any payments, scheduled payments or accruals already accounted for by way of deduction in determining the Issuer's Available Distributable Items) since the end of the latest financial year of the Issuer and prior to, or on, such scheduled payment date, exceed the amount of Available Distributable Items of the Issuer as at such scheduled payment date.

(c) ***Mandatory cancellation of Interest Payments – Regulatory Deficiency Event***

To the extent required by the Relevant Rules, an Interest Payment otherwise due on any scheduled payment date will not be due (in whole or, as the case may be, in part), and the relevant payment will be cancelled mandatorily and not made on such scheduled payment date (i) if a Regulatory Deficiency Event has occurred and is continuing or (ii) if, and to the extent that, the payment of the Interest Payment otherwise due would cause a Regulatory Deficiency Event to occur.

Notwithstanding the previous paragraph, the relevant Interest Payment will not be cancelled if and to the extent:

(i) the Relevant Supervisory Authority has exceptionally waived the cancellation of such Interest Payment or part thereof (to the extent the Relevant Supervisory Authority can give such waiver in accordance with the Relevant Rules);

(ii) paying such Interest Payment (or part thereof) does not further weaken the solvency position of the Issuer and/or the Group as determined in accordance with the Relevant Rules; and

(iii) the Minimum Capital Requirement applicable to the Issuer and the Minimum Capital Requirement applicable to the Group will be complied with at the time of and immediately after the Interest Payment (or part thereof) is made.

The Issuer expects to publish the Solvency Capital Requirement and the Minimum Capital Requirement applicable to the Issuer on a solo basis and the Group on a consolidated basis and the Issuer's Available Distributable Items in such manner and at such times as is required by the Relevant Rules and, in any event, at least once a year.

(d) ***Interest cancellation if a Capital Disqualification Event has occurred but the Notes have not been redeemed***

To the extent permitted by the Relevant Rules, if (i) a Capital Disqualification Event has occurred and is continuing in respect of the Notes and (ii) the Notes are fully excluded from the Issuer's own fund items but the Issuer has not exercised its option to redeem the Notes pursuant to Condition 6(d), the Issuer shall not exercise its discretion under Condition 4(a) to cancel any Interest Payments due on the Notes (in whole or in part) at any time after the occurrence of such Capital Disqualification Event.

(e) ***Notice of cancellation of Interest Payment***

Upon the Issuer electing to cancel any Interest Payment (or part thereof) pursuant to Condition 4(a), or being prohibited from making any Interest Payment (or part thereof) pursuant to any of Conditions 2(b), 4(b), 4(c) and 5, the Issuer shall, as soon as reasonably practicable on or prior to the relevant Interest Payment Date, give notice of such non-payment and the reason therefor to the Holders in accordance with Condition 15 and the Agent, provided that any failure to give such notice shall not affect the cancellation of any Interest Payment (in whole or, as the case may be, in part) and shall not constitute a default under the Notes for any purpose. Such notice shall specify the amount of the relevant cancellation and, accordingly, the amount (if any) of the relevant Interest Payment that will be or has been paid on the relevant scheduled payment date.

(f) ***Interest non-cumulative; no default***

Any Interest Payment (or, as the case may be, part thereof) not paid on any scheduled payment date by reason of Condition 2(b), 4(a), 4(b), 4(c) or 5, shall be cancelled and shall not accumulate or be payable at any time thereafter.

If the Issuer does not pay any Interest Payment (in whole or, as the case may be, in part) on the relevant scheduled payment date, such non-payment (whether the notice referred to in Condition 4(e) has been given or not) shall evidence the cancellation of such Interest Payment (in whole or, as the case may be, in part) by reason of it not being due in accordance with Condition 2(b), the cancellation of such Interest Payment (in whole or, as the case may be, in part) in accordance with Conditions 4(b), 4(c) or 5 or, as appropriate, the Issuer's exercise of its discretion to cancel such Interest Payment (in whole or, as the case may be, in part) in accordance with Condition 4(a). Accordingly, non-payment of any Interest Payment (in whole or, as the case may be, in part) in accordance with any of Condition 2(b), 4(a), 4(b), 4(c) or 5, will not constitute a default by the Issuer for any purpose and the Holders shall have no right thereto whether in a Winding-up of the Issuer or otherwise.

Any cancellation of interest pursuant to any of Condition 2(b), 4(a), 4(b), 4(c) or 5 will not result in any restriction on the Issuer's activities or its ability to make payments on, or distributions in relation to, any other own-fund items, including (without limitation) its Parity Securities and Junior Securities. Subject to the Relevant Rules, the Issuer may use an amount equal to such cancelled Interest Payments without restriction in order to, among other things, meet its obligations to creditors and policyholders (if any) as they fall due.

5 Write Down and Write Up

(a) ***Write Down***

If a Trigger Event has occurred, the Issuer shall:

(i) (unless the Relevant Supervisory Authority itself made the relevant determination) immediately inform the Relevant Supervisory Authority of the occurrence of the Trigger Event;

(ii) without delay, give the relevant Trigger Event Notice (which notice shall be irrevocable);

(iii) immediately and irrevocably cancel any interest which has accrued up to (and including) the relevant Write Down Date and which is unpaid; and

(iv) following the final determination of the Write Down Amount in accordance with Condition 5(b), reduce the then Prevailing Principal Amount of each Note by the relevant Write Down Amount (such reduction being referred to herein as a "**Write Down**", and "**Written Down**", shall be construed accordingly) as provided below.

Such cancellation and reduction shall take place without the need for the consent of Holders and without delay on such date as is selected by the Issuer (the "**Write Down Date**") but which shall be no later than one month following the occurrence of the relevant Trigger Event and in accordance with the requirements set out in the Relevant Rules. The Relevant Supervisory Authority may require that the period of one month referred to above is reduced in cases where the Relevant Supervisory Authority assesses that sufficient certainty on the required Write Down Amount is established or in cases where it assesses that an immediate Write Down is needed.

For the purposes of determining whether a Trigger Event has occurred, the Solvency Capital Requirement and Minimum Capital Requirement of the Issuer and the Group may be calculated at any time based on information (whether or not published) available to management of the Issuer and the Relevant Supervisory Authority, including information internally reported within the Issuer and the Group pursuant to their respective procedures for monitoring their capital requirements.

The Issuer expects to publish the Solvency Capital Requirement and the Minimum Capital Requirement applicable to the Issuer on a solo basis and the Group on a consolidated basis in such manner and at such times as is required by the Relevant Rules and, in any event, at least once a year.

Any Trigger Event Notice delivered to the Agent shall be accompanied by a certificate signed by two directors of the Issuer certifying the accuracy of the contents of the Trigger Event Notice. Such certificate shall be treated and accepted by the Agent, the Holders and all other interested parties as correct and sufficient evidence thereof and shall be conclusive and binding upon all such persons. Any such certificate delivered to the Agent shall also be made available to the Holders.

A Trigger Event may occur on more than one occasion (and each Note may be Written Down on more than one occasion). If a Trigger Event occurs pursuant to paragraph (iii) or (iv) of the definition of "Trigger Event" in Condition 20 which does not result in the entire Prevailing Principal Amount of the Notes being written down (subject to the one cent floor referred to below), a further Trigger Event may occur:

(i) pursuant to any of paragraphs (i), (ii), (v) or (vi) of the definition of "Trigger Event" in Condition 20 at any time; or

(ii) pursuant to paragraph (iii) or (iv) of the definition of "Trigger Event" in Condition 20 at any time on or after the date falling 90 days after the last day of the relevant 90-day period referred to in paragraph (iii) or (iv) of such definition or, if earlier, on such date as may be determined by the Relevant Supervisory Authority or required by the Relevant Rules.

Any failure by the Issuer to give a Trigger Event Notice or for it to be communicated properly to the Holders in accordance with Condition 15 and/or the Agent and/or the Relevant Supervisory Authority will not affect the effectiveness of, or otherwise invalidate, any Write Down or give Holders any rights as a result of such failure.

Any reduction of the Prevailing Principal Amount of a Note pursuant to this Condition 5(a) shall not constitute a default by the Issuer for any purpose, and the Holders shall have no right to claim for amounts Written Down, whether in a Winding-up or otherwise, save to the extent (if any) (and for so long as) such amounts are subsequently Written Up in accordance with Condition 5(d).

(b) ***Write Down Amount***

The aggregate reduction of the Prevailing Principal Amounts of the Notes outstanding on the Write Down Date will, subject as provided below, be equal to:

(i) in the case of a Write Down due to the occurrence of a Trigger Event referred to in any of paragraphs (i), (ii), (v) or (vi) of the definition of "Trigger Event" in Condition 20, the amount that would result in the entire Prevailing Principal Amount of a Note with an Initial Principal Amount of EUR 200,000 being reduced to one cent per Note;

(ii) in the case of a Write Down due to the occurrence of a Trigger Event referred to in paragraphs (iii) or (iv) of the definition of "Trigger Event" in Condition 20:

(a) if a consequence of the relevant Write Down (taking into account the write down or conversion of any other Loss Absorbing Instruments on or around the Write Down Date) would be that the aggregate quantum of own-fund items which are eligible to cover the Solvency Capital Requirement and/or Minimum Capital Requirement of the Issuer and/or the Group (as applicable) would increase such that no Trigger Event would be continuing and the SCR Ratio of each of the Issuer and the Group would be 100 per cent. or more immediately following such Write Down, such amount as would be sufficient such that no Trigger Event would be continuing and the lower of the SCR Ratio of the Issuer and of the Group would be equal to 100 per cent. immediately following such Write Down (provided that this paragraph (ii)(a) shall only apply if the Issuer is capable of determining such amount prior to the Write Down Date); or

(b) if paragraph (ii)(a) above does not apply, an amount calculated by the Issuer on a linear basis to reflect the prevailing Relevant SCR Ratio on the last day of the relevant 90-day period referred to in paragraphs (iii) or (iv) of the definition of "Trigger Event" in Condition 20, or on such other date as may be required by the Relevant Supervisory Authority or by the Relevant Rules, where the resulting Prevailing Principal Amount of each Note would be (x) equal to the Initial Principal Amount if the prevailing Relevant SCR Ratio was 100 per cent. (or above) and (y) written down to one cent per Note if the prevailing Relevant SCR Ratio was at or below 75 per cent.; or

(iii) in any case, such other amount as may be approved by the Relevant Supervisory Authority prior to the Write Down Date in accordance with the Relevant Rules in force as at that time and in its sole and absolute discretion (which amount, if lower, may be equal to zero in the circumstances set out in the following sentence). To the extent permitted by and in accordance with the Relevant Rules in force as at that time, a Write Down may be exceptionally waived by the Relevant Supervisory Authority to the extent that such a Write Down (taking into account the write-down or conversion of any other Loss Absorbing Instruments on or around the Write Down Date) would give rise to a tax liability that would have a significant adverse effect on the solvency or capital position of the Issuer and/or the Group.

Under the Relevant Rules in force as at the Issue Date, the Relevant Supervisory Authority is permitted (but not required) exceptionally to waive a Write Down in certain circumstances where it has received (i) projections provided by the Issuer and/or the Group when it submits its recovery

plan required by the Relevant Rules, that demonstrate that triggering the principal loss absorbency mechanism in such case would be very likely to give rise to a tax liability that would have a significant adverse effect on Issuer's and/or the Group's solvency position; and (ii) a certificate issued by the Issuer's or the Group's independent auditors certifying that all of the assumptions used in the projections are realistic.

Notwithstanding the previous paragraph, if the Relevant Rules for the time being require that the entire Prevailing Principal Amount of each Note be Written Down following the occurrence of a Trigger Event (on the basis that the Notes are intended to qualify as Tier 1 Capital of the Issuer and the Group under the Relevant Rules from time to time), the Write Down Amount of each Note shall be its entire Prevailing Principal Amount (subject, in each case, to the one cent floor referred to above).

Further, the Relevant Supervisory Authority shall be under no obligation to provide any approval pursuant to paragraph (iii) above of a Write Down Amount other than that which would otherwise apply and so in circumstances where it has not granted such an approval prior to the Write Down Date, the Write Down Amount of each Note shall be the amount set out in paragraph (i) or (ii) above (as applicable) or the amount determined pursuant to the previous paragraph.

The aggregate reduction of the Prevailing Principal Amounts determined in accordance with this Condition 5(b) shall be applied to all of the Notes *pro rata* on the basis of their Prevailing Principal Amount immediately prior to the Write Down and references herein to "Write Down Amount" shall mean, in respect of each Note, the amount by which the Prevailing Principal Amount of such Note is to be Written Down accordingly.

Any Write Down pursuant to this Condition 5 shall occur in accordance with the Relevant Rules and in conjunction with other Loss Absorbing Instruments being written down or converted on or around the Write Down Date in accordance with their respective terms and which are, or will become, Written Down Tier 1 Instruments as a result of such write down or conversion.

For the avoidance of doubt, if, in connection with the Write Down or the calculation of the Write Down Amount, there are outstanding any Loss Absorbing Instruments the terms of which provide that they shall be written down and/or converted in full and not in part only ("**Full Loss Absorbing Instruments**") then (in circumstances where the Write Down Amount would otherwise be less than the entire Prevailing Principal Amount of each Note (subject to the one cent floor referred to above)) the provision that a Write Down of the Notes should be effected in conjunction with the write down and/or conversion, as the case may be, of any Loss Absorbing Instruments shall not be construed as requiring the Notes to be Written Down in full (or in full subject to a one cent floor) solely by virtue of the fact that such Full Loss Absorbing Instruments are required to be written down and/or converted in full (or in full subject to the one cent floor referred to above).

To the extent the write down and/or conversion of any Loss Absorbing Instruments for the purpose of this Condition 5(b) is not possible for any reason, or is otherwise not to be effected for any reason, this shall not in any way prevent any Write Down of the Notes. Instead, in such circumstances, the Notes will be Written Down and the Write Down Amount determined as provided above but (to the extent relevant to the determination of the Prevailing Principal Amount of the Notes to be Written Down in order to meet the requirements of the Relevant Supervisory Authority and the Relevant Rules as to loss absorption) without including for the purpose of this Condition 5(b) any write down or conversion of such Loss Absorbing Instruments, to the extent it is not possible for them to be written down and/or converted or to the extent that such write-down and/or conversion is not otherwise effected.

The Issuer shall set out the Write Down Amount per Calculation Amount in the relevant Trigger Event Notice together with the then Prevailing Principal Amount per Calculation Amount following the

relevant Write Down. However, if the Write Down Amount has not been finally determined when the Trigger Event Notice is given, the Issuer shall, as soon as reasonably practicable following such determination, notify the Write Down Amount to the Holders in accordance with Condition 15 and the Agent and, at the same time, shall deliver to the Agent a certificate signed by two directors of the Issuer certifying the accuracy of the contents of such notice. Such certificate shall, in the absence of manifest error, be treated and accepted by the Agent, the Holders and all other interested parties as correct and sufficient evidence thereof and shall be conclusive and binding upon all such persons. Any such certificate delivered to the Agent shall also be made available to the Holders. Any final determination of the relevant Write Down Amount by the Relevant Supervisory Authority shall be conclusive and binding on the Holders, the Issuer, the Agent and all other interested parties.

(c) ***Consequences of a Write Down***

Following any reduction of the Prevailing Principal Amount of the Notes to a Prevailing Principal Amount which remains greater than one cent as described in accordance with Condition 5(a), interest will accrue on the Prevailing Principal Amount of each Note with effect from (but excluding) the Write Down Date, and will be subject to Conditions 2(b), 4(a), 4(b), 4(c) and 5(a). For so long as the Prevailing Principal Amount is reduced to one cent, and without prejudice to the continued application of the remainder of these Conditions, no interest shall accrue on the Notes.

Following any Write Down of the Notes, references herein to "Prevailing Principal Amount" shall be construed accordingly. Once the Prevailing Principal Amount of a Note has been Written Down, the relevant Write Down Amount(s) may only be restored, at the discretion of the Issuer, in accordance with Condition 5(d).

If a Trigger Event Notice is given which specifies a Write Down of the Notes, the Issuer shall procure that (i) a similar notice is given in respect of Loss Absorbing Instruments in accordance with their terms and (ii) the then prevailing principal amount of each series of Loss Absorbing Instruments outstanding (if any) is written down and/or converted in accordance with their terms following the giving of such Trigger Event Notice; provided, however, that any failure by the Issuer either to give such a notice or to procure such a write down and/or conversion will not affect the effectiveness of, or otherwise invalidate, any Write Down of the Notes pursuant to Condition 5(a) or give the Holders any rights as a result of either such failure (and, for the avoidance of doubt, the Write Down Amount may increase as a result thereof if required in accordance with the determination by the Relevant Supervisory Authority of the Write Down Amount).

(d) ***Write Up***

The Issuer shall, save as provided below in relation to the pre-conditions to any Write Up, have full discretion to reinstate, to the extent permitted in compliance with the Relevant Rules, any portion of the principal amount of the Notes which has been Written Down and which has not previously been Written Up (such portion, the "**Write Up Amount**"). The reinstatement of the Prevailing Principal Amount (such reinstatement being referred to herein as a "**Write Up**", and "**Written Up**" shall be construed accordingly) may occur on more than one occasion (and each Note may be Written Up on more than one occasion) provided that the principal amount of each Note shall never be Written Up to an amount greater than its Initial Principal Amount.

To the extent that the Prevailing Principal Amount of the Notes has been Written Up as described above, interest shall begin to accrue from (and including) the date of the relevant Write Up on the increased Prevailing Principal Amount of the Notes.

Any such Write Up of the Notes shall be made on a *pro rata* basis and without any preference among themselves. The Issuer further undertakes to Holders that it will not write up the principal amount of any Written Down Tier 1 Instruments (if any) which are outstanding at such time unless it does so on at least a *pro rata* basis with the write up of the Notes.

Notwithstanding the previous paragraph, any failure by the Issuer to Write Up the Notes on at least a *pro rata* basis with the write up of such Written Down Tier 1 Instruments (if any) will not affect the effectiveness, or otherwise invalidate, any Write Up of the Notes or give the Holders any right to accelerate the Notes such that amounts of principal or interest would become due and payable on the Notes earlier than otherwise scheduled pursuant to these Conditions.

Any Write Up of the Notes will occur on the basis of profits of the Issuer which contribute to its Available Distributable Items and which are made subsequent to the restoration of compliance with the Solvency Capital Requirement of both the Issuer and the Group and consequently such Write Up shall not be caused by, or made by reference to, own-fund items issued by the Issuer or the Group in order to restore compliance with the Solvency Capital Requirement of the Issuer and/or the Group. In addition, any Write Up shall not be made in a manner which undermines the loss absorbency of the Notes (as determined by the Relevant Supervisory Authority).

Any Write Up will also be subject to:

(i) the circumstances which gave rise to the Trigger Event having ceased;

(ii) it not causing a Trigger Event;

(iii) the Issuer having taken a formal decision confirming the relevant profits available to be utilised in effecting the Write Up;

(iv) the Issuer and/or the Group having sufficient eligible own-fund items (as determined by reference to the Relevant Rules at such time) available to cover the Solvency Capital Requirement and Minimum Capital Requirement of the Issuer and the Group both before and after the relevant Write Up (taking into account the application of any regulatory limits on the inclusion in Tier 1 Capital of the Prevailing Principal Amount of the Notes and the prevailing principal amount of any Written Down Tier 1 Instruments);

(v) the Issuer satisfying the Regulatory Clearance Condition; and

(vi) any such Write Up being made in compliance with the Relevant Rules.

If the Issuer elects to Write Up the Notes pursuant to this Condition 5(d), notice (a "**Write Up Notice**") of such Write Up shall be given to Holders in accordance with Condition 15, the Agent and the Relevant Supervisory Authority specifying the amount of any Write Up and the date on which such Write Up shall take effect (the "**Write Up Date**"). Such Write Up Notice shall be given at least ten Business Days prior to the date on which the relevant Write Up is to become effective. Any Write Up Notice delivered to the Agent shall be accompanied by a certificate signed by two directors of the Issuer certifying that each of conditions (i) to (vi) (both inclusive) to the Write Up, as specified in the paragraph above, are satisfied and continue to be satisfied on the date on which the relevant Write Up is to become effective. Such certificate shall be treated and accepted by the Agent, the Holders and all other interested parties as correct and sufficient evidence thereof and shall be conclusive and binding upon all such persons. Any such certificate delivered to the Agent shall also be made available to the Holders.

(e) ***Currency***

Unless otherwise determined by the Relevant Supervisory Authority in the case of a determination of a Write Down Amount, for the purpose of any calculation in connection with a Write Down or Write Up of the Notes which necessarily requires the determination of a figure in euro (or in an otherwise consistent manner across obligations denominated in different currencies) any relevant obligations which are not denominated in euro shall (for the purposes of such calculation only) be deemed notionally to be converted into euro at the foreign exchange rates determined, in the sole and full discretion of the Issuer (in consultation with the Relevant Supervisory Authority), to be applicable based on its regulatory reporting requirements under the Relevant Rules.

6 Redemption

(a) ***No Fixed Maturity Date***

The Notes are perpetual securities in respect of which there is no fixed redemption date and the Issuer shall only have the right to redeem or purchase them in accordance with the following provisions of this Condition 6.

(b) ***Issuer's Call Option***

Subject to Condition 9, the Issuer may, by giving not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), elect to redeem all, but not some only, of the Notes on any Optional Redemption Date at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

(c) ***Redemption for Taxation Reasons***

Subject to Condition 9, if a Deductibility Event or a Gross-up Event occurs and is continuing as at the date on which notice is given to Holders pursuant to this Condition 6(c), then the Issuer may, by giving not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), redeem in accordance with these Conditions at any time all, but not some only, of the Notes at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

Prior to the publication of any notice of redemption pursuant to this Condition 6(c), the Issuer shall deliver to the Agent (and make available to the Holders a copy of) (i) an opinion of an independent law firm or other tax adviser in the Kingdom of Belgium (in either case being nationally recognised and experienced in such matters) addressed to the Issuer that a Deductibility Event or a Gross-up Event (as the case may be) has occurred and is continuing or will apply to payments to be made on the next succeeding Interest Payment Date (but, for the avoidance of doubt, such opinion shall not be required to comment on the ability of the Issuer to avoid such circumstance by taking reasonable measures available to it at the time) and (ii) a certificate signed by two directors of the Issuer stating that the circumstances giving rise to the Deductibility Event or Gross-up Event (as the case may be) cannot be avoided by the Issuer taking reasonable measures available to it at the time. Such opinion and certificate shall constitute sufficient evidence of the Deductibility Event or Gross-up Event having occurred and being continuing

or as occurring as at the next Interest Payment Date (without liability to any person) and shall be conclusive and binding on the Agent and the Holders.

(d) ***Redemption following a Capital Disqualification Event***

Subject to Condition 9, if a Capital Disqualification Event occurs and is continuing as at the date on which notice is given to Holders pursuant to this Condition 6(d), then the Issuer may, by giving not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), redeem in accordance with these Conditions at any time all, but not some only, of the Notes at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

Prior to the publication of any notice of redemption pursuant to this Condition 6(d), the Issuer shall deliver to the Agent (and make available to the Holders a copy of) a certificate signed by two directors of the Issuer stating that a Capital Disqualification Event has occurred and is continuing. Such certificate shall constitute sufficient evidence of the Capital Disqualification Event having occurred and being continuing (without liability to any person) and shall be conclusive and binding on the Agent and the Holders.

(e) ***Redemption pursuant to Clean-up Call Option***

Subject to Condition 9, if at any time prior to the date on which notice is given to Holders pursuant to this Condition 6(e), 75 per cent. or more of the aggregate principal amount (determined, solely for these purposes, as though all outstanding Notes remain at their Initial Principal Amount) of the Notes originally issued (and, for these purposes, any Further Notes issued pursuant to Condition 16 will be deemed to have been originally issued) have been purchased by the Issuer or by any other person beneficially for the Issuer's account and, in each case, cancelled pursuant to these Conditions, then the Issuer may, by giving not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), redeem in accordance with these Conditions at any time all, but not some only, of the Notes at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

Prior to the publication of any notice of redemption pursuant to this Condition 6(e), the Issuer shall deliver to the Agent (and make available to the Holders a copy of) a certificate signed by two directors of the Issuer stating that the circumstances permitting such redemption have occurred and are continuing. Such certificate shall constitute sufficient evidence thereof and shall be conclusive and binding on the Agent and the Holders.

(f) ***Redemption due to Ratings Methodology Event***

Subject to Condition 9, if a Ratings Methodology Event occurs and is continuing as at the date on which notice is given to Holders pursuant to this Condition 6(f) then the Issuer may, subject to having given not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), redeem in accordance with these Conditions at any time all, but not some only, of the Notes at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

Prior to the publication of any notice of redemption pursuant to this Condition 6(f), the Issuer shall deliver to the Agent (and make available to the Holders a copy of) a certificate signed by two directors of the Issuer stating that a Ratings Methodology Event has occurred and is continuing. Such certificate shall sufficient evidence of the Ratings Methodology Event having occurred and being continuing (without liability to any person) and shall be conclusive and binding on the Agent and the Holders.

(g) ***Redemption following an Accounting Event***

Subject to Condition 9, if an Accounting Event occurs and is continuing as at the date on which notice is given to Holders pursuant to this Condition 6(g) then the Issuer may, subject to having given not less than 15 nor more than 60 days' notice to the Holders in accordance with Condition 15 and the Agent (which notice shall, save as provided in Condition 9, be irrevocable), redeem in accordance with these Conditions at any time all, but not some only, of the Notes at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued and unpaid interest thereon to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall, subject to Condition 9, redeem the Notes.

Prior to the publication of any notice of redemption pursuant to this Condition 6(g), the Issuer shall deliver to the Agent (and make available to the Holders a copy of) (i) an opinion or report of the Issuer's independent auditors for the time being that an Accounting Event has occurred and is continuing and (ii) a certificate signed by two directors of the Issuer stating that an Accounting Event has occurred and is continuing. Such certificate shall sufficient evidence of the Accounting Event having occurred and being continuing (without liability to any person) and shall be conclusive and binding on the Agent and the Holders.

(h) ***Deferral of Redemption relating to a Regulatory Deficiency Event***

If a Regulatory Deficiency Event has occurred and is continuing on the date specified in the notice of redemption by the Issuer under Condition 6(b), 6(c), 6(d), 6(e), 6(f) or 6(g), as the case may be, or redemption of the Notes on such date would itself cause a Regulatory Deficiency Event to occur, the Issuer shall give notice to the Holders in accordance with Condition 6(k) and the Agent that redemption of the Notes shall be deferred, and no redemption pursuant to this Condition 6 will fall due or be permitted other than as set out below in this Condition 6(h) and in accordance with Condition 9.

In such event, subject (except in the case of paragraph (iii) below) to the Solvency Condition in Condition 2(b), such Notes shall instead become due for redemption at their Prevailing Principal Amount, together with (to the extent not previously cancelled in accordance with these Conditions) any accrued but unpaid interest up to (but excluding) the redemption date, upon the earliest of:

(i) the date falling ten Business Days after the date the Regulatory Deficiency Event has ceased (provided that if on such tenth Business Day a further Regulatory Deficiency Event has occurred and is continuing or redemption of the Notes on such tenth Business Day would itself cause a Regulatory Deficiency Event to occur, the Notes shall not fall due for redemption on such date and the Issuer shall give further notice thereof to the Holders in accordance with Condition 6(k) and the Agent, and the provisions of this Condition 6(h) shall apply *mutatis mutandis* to determine the subsequent date for redemption of the Notes);

(ii) the date falling ten Business Days after the Relevant Supervisory Authority has agreed to the redemption of the Notes; and

(iii) the Winding-up of the Issuer.

(i) ***Deferral of Redemption relating only to Solvency Condition***

If Condition 6(h) does not apply, but the Issuer is required to defer redemption of the Notes on the date specified in the notice of redemption by the Issuer under Condition 6(b), 6(c), 6(d), 6(e), 6(f) or 6(g), as the case may be, only as a result of the Solvency Condition not being satisfied at such time of or following such payment, the Issuer shall give notice to the Holders in accordance with Condition 6(k) and the Agent that redemption of the Notes shall be deferred, and no redemption pursuant to Condition 6 will fall due or be permitted other than as set out below in this Condition 6(i) and in accordance with Condition 9.

In such event, such Notes shall instead become due for redemption at their Prevailing Principal Amount together with (to the extent not previously cancelled in accordance with these Conditions) any accrued but unpaid interest up to (but excluding) the redemption date, upon the earliest of:

(i) the date falling ten Business Days immediately following the day that the Solvency Condition is met, provided that if on such tenth Business Day the Solvency Condition is not met or a Regulatory Deficiency Event has occurred and is continuing, or would not be met or would occur (as applicable) if the Notes were to be redeemed, then the Issuer shall give further notice to the Holders in accordance with Condition 6(k) and the Agent that redemption of the Notes will again be deferred, the Notes shall not fall due for redemption on such date and Condition 6(h) (in the case of deferral due to a Regulatory Deficiency Event) or this Condition 6(i) (in the case of deferral only due to the Solvency Condition) shall apply *mutatis mutandis* to determine the subsequent date for the redemption of the Notes; and

(ii) the Winding-up of the Issuer.

(j) ***No default or acceleration***

Notwithstanding any other provision in these Conditions, the deferral of the redemption of the Notes in accordance with Condition 2(b) or this Condition 6 will not constitute a default by the Issuer under the Notes or for any other purpose and will not give Holders any right to accelerate the Notes such that amounts of principal or interest would become due and payable on the Notes earlier than otherwise scheduled pursuant to these Conditions.

(k) ***Notices and Certificates***

The Issuer shall give such prior notice to the Holders as is practicable in the circumstances, in accordance with Condition 15 and the Agent of:

(i) each deferral of redemption pursuant to Condition 6(h) or 6(i), which notice shall specify whether the relevant deferral is due to a Regulatory Deficiency Event or non-satisfaction of the Solvency Condition (provided that any failure to give such notice shall not prejudice such deferral by the Issuer and shall not constitute a default under the Notes for any purpose); and

(ii) any subsequent date of redemption of the Notes pursuant to Condition 6(h) or 6(i).

Prior to the publication of any notice pursuant to paragraph (i) above, the Issuer shall deliver to the Agent (and make available to the Holders a copy of) a certificate signed by two directors of the Issuer stating either that (a) a Regulatory Deficiency Event has occurred and is continuing on the relevant scheduled redemption date or that redemption of the Notes would cause a Regulatory Deficiency Event to occur or (b) that the Solvency Condition is not satisfied or redemption of the Notes on the relevant scheduled redemption date could not be effected in compliance with the Solvency Condition, whichever is applicable. Such certificate shall constitute sufficient evidence of the events and circumstances described therein and shall be conclusive and binding on the Agent and the Holders.

(l) ***Inapplicability Period***

Notwithstanding anything to the contrary in this Condition 6, the Issuer may waive or suspend, at any time and in its sole discretion and for whatever reason, its right to redeem, substitute or vary the Notes under any one or more of Conditions 6(b), 6(c), 6(d), 6(e), 6(f) and 6(g), in each case for a definite or indefinite period of time to be determined by the Issuer (the "**Inapplicability Period**") by giving notice to the Holders in accordance with Condition 15, and to the Agent. Any notice so given shall specify the Inapplicability Period(s) during which the Issuer shall cease to have the right to redeem, substitute or vary the Notes under any of Condition(s) 6(b), 6(c), 6(d), 6(e), 6(f) and/or 6(g), as applicable. Any ongoing Inapplicability Period may be terminated by the Issuer at any time and in its sole discretion by notice to the Holders in accordance with Condition 15, and to the Agent.

7 Variation

Subject to Condition 9, if a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event has occurred and is continuing, or if the Issuer considers it necessary or desirable to ensure the effectiveness and enforceability of Condition 19, the Issuer (subject to the prior approval of the Relevant Supervisory Authority (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) may (without the consent of the Holders) at any time (whether before or after 20 May 2034) vary the terms and conditions of the Notes so that the Notes remain or become (in the case of a Ratings Methodology Event) Rating Agency Compliant Securities or (in any other case) Qualifying Tier 1 Securities. The Conditions may only be so varied if the proposed modification would not of itself give rise to a Deductibility Event, a Gross-up Event, a Capital Disqualification Event, a Ratings Methodology Event or an Accounting Event.

Prior to any such variation, the Issuer shall deliver to the Agent and make available to Holders a copy of an opinion or a certificate, as the case may be, in the form required by Condition 6(c), 6(d), 6(e), 6(f) or 6(g), as appropriate, and also confirming the matters detailed in the paragraph above and the definition of "Rating Agency Compliant Securities" or "Qualifying Tier 1 Securities", as applicable. Such opinion or certificate shall constitute sufficient evidence that (i) the matters set out in the opinion and/or certificate have occurred and are continuing and (ii) the conditions to variation set out in this Condition 7 have been or will be met or satisfied, and shall be conclusive and binding on the Agent and the Holders.

The Agent shall, at the request and expense of the Issuer, use reasonable endeavours to assist the Issuer in the variation of the terms of the Notes required to avoid the relevant Deductibility Event, Gross-up Event, Capital Disqualification Event, Ratings Methodology Event or Accounting Event, provided that the Agent shall not be obliged to participate in, or assist with, any such variation if the participation in or assistance with such variation would impose, in the Agent's opinion, more onerous obligations upon it or expose it to liabilities or reduce its protections. If the Agent does not participate or assist as provided above, the Issuer may redeem the Notes as otherwise provided in Condition 6.

In connection with any variation in accordance with this Condition 7, the Issuer shall comply with the rules of any stock exchange (if any) on which the Notes are for the time being listed or admitted to trading. The Issuer shall give notice of any such variation to the Holders in accordance with Condition 15 and the Agent as soon as reasonably practicable after such variation.

8 Purchases and Cancellation

(a) ***Purchases***

Subject to Condition 9, the Issuer or any of its Subsidiaries may at any time purchase or procure others to purchase beneficially for its account Notes in any manner and at any price. All Notes so purchased may be held, reissued, resold or, at the option of the Issuer, surrendered for cancellation to the Agent.

The Notes so purchased, while held by or on behalf of the Issuer or any such Subsidiary, shall not entitle the Holder to vote at any meetings of the Holders and shall be deemed not to be outstanding for the purposes of, *inter alia*, calculating quorums at meetings of the Holders and for the purposes of Condition 14.

(b) ***Cancellation***

All Notes redeemed by the Issuer pursuant to Condition 6, and all Notes purchased by the Issuer or any of its Subsidiaries and surrendered for cancellation, shall be cancelled forthwith and may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

9 Preconditions to Redemption, Variation and Purchase

Any redemption or purchase of Notes pursuant to Conditions 6 or 8, respectively, is subject (if and to the extent required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) to:

(i) the Issuer having satisfied the Regulatory Clearance Condition;

(ii) in the case of a redemption or purchase of the Notes prior to 16 December 2030, either:

(a) such redemption or purchase being funded out of the proceeds of a new issue of or exchange into one or more Tier 1 Capital basic own-fund items of at least the same quality as the Notes; or

(b) in the case of any redemption or purchase pursuant to Condition 6(c) or 6(d), the Relevant Supervisory Authority being satisfied that the Solvency Capital Requirement of the Issuer and the Group will be exceeded by an appropriate margin immediately after such redemption or purchase (taking into account the solvency position of the Issuer and the Group, including by reference to the Issuer's and the Group's medium-term capital management plan); and

(A) in the case of any such redemption following the occurrence of a Deductibility Event or a Gross-up Event, the Issuer having demonstrated to the satisfaction of the Relevant Supervisory Authority that the applicable change in tax treatment is material and was not reasonably foreseeable as at the issue date of the most recently issued tranche of the Notes; or

(B) in the case of any such redemption following the occurrence of a Capital Disqualification Event, the Relevant Supervisory Authority considering that the relevant change in the regulatory classification of the Notes is sufficiently certain and the Issuer having demonstrated to the satisfaction of the Relevant Supervisory Authority that such change was not reasonably foreseeable as at the issue date of the most recently issued tranche of the Notes;

(iii) in the case of a redemption or purchase of the Notes on or following 16 December 2030 but prior to 16 December 2035, either (a) the Solvency Capital Requirement of the Issuer and the Group being exceeded by an appropriate margin (in the opinion of the Relevant Supervisory Authority) taking account

of the solvency position of the Issuer and the Group (including, without limitation, the medium term capital management plan of the Issuer and the Group) at the time of and immediately following such redemption or purchase or (b) the Notes being exchanged for or converted into, or the redemption or purchase of such Notes being funded out of the proceeds of a new issue of, one or more Tier 1 Capital basic own-fund items of at least the same quality as the Notes;

(iv) a Regulatory Deficiency Event not continuing and such actions not causing a Regulatory Deficiency Event to occur;

(v) the Solvency Condition being satisfied and such actions not causing the Solvency Condition not to be satisfied; and

(vi) no Insolvent Insurer Winding-up relating to a Group Insurance Undertaking having occurred and being continuing.

Any variation of the Notes pursuant to Condition 7 is subject (if and to the extent required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) to the Issuer having satisfied the Regulatory Clearance Condition.

Notwithstanding the above Conditions 9(ii)(a) and 9(iii)(a), but subject always to the satisfaction of the Solvency Condition and the satisfaction of the Regulatory Clearance Condition, the Issuer may redeem or purchase Notes following the occurrence of a Regulatory Deficiency Event if:

(i) the Relevant Supervisory Authority has exceptionally waived the suspension of the redemption or purchase (if and to the extent the Relevant Supervisory Authority can give such waiver in accordance with the Relevant Rules);

(ii) the Notes have been exchanged for or converted into another basic own-funds item of at least the same quality as the Notes (which, for the avoidance of doubt, will include (without limitation) a redemption or purchase funded out of the proceeds of a new issue of one or more Tier 1 Capital basic own-fund items of at least the same quality as the Notes); and

(iii) each Minimum Capital Requirement is complied with at the time of and immediately after the redemption or purchase.

Notwithstanding that an Insolvent Insurer Winding Up relating to a Group Insurance Undertaking may have occurred and be continuing on the date due for redemption or purchase, the Notes may still be redeemed or purchased on such date to the extent permitted under, and in accordance with, the Relevant Rules provided that, on or prior to such date, the Relevant Supervisory Authority has exceptionally waived the suspension of the redemption or purchase.

Notwithstanding the above requirements of this Condition 9, if, at the time of any redemption, variation or purchase, the Relevant Rules permit the redemption, variation or purchase only after compliance with one or more alternative or additional pre-conditions to those set out above (if and to the extent required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time), the Issuer shall comply with such alternative and/or, as appropriate, additional pre-condition(s) as are then so required.

Any notice of redemption which has been given in circumstances where the above requirements are not satisfied shall be automatically rescinded and shall be of no force and effect.

In addition, if the Issuer has elected to redeem the Notes and prior to the redemption a Trigger Event occurs, the relevant redemption notice shall be automatically rescinded and shall be of no force and effect and the Issuer shall give notice thereof to the Holders in accordance with Condition 15 and the Agent, as soon as practicable.

Further, no notice of redemption shall be given in the period between the giving of a Trigger Event Notice and the relevant Write Down Date.

A certificate from any two directors of the Issuer delivered to the Agent (with a copy made available to the Holders) confirming that the Issuer is in compliance with the matters detailed above (or, as the case may be, such other or additional pre-conditions) shall be conclusive evidence thereof. Such certificate shall constitute sufficient evidence that the requirements of, or circumstances required by, this Condition 9 (or, as the case may be, such other or additional pre-conditions) have been or will be met or satisfied and shall be conclusive and binding on the Agent and the Holders.

10 Payments

(a) ***Principal and Interest***

All payments of principal and interest in respect of the Notes shall be made through the Agent and the NBB Securities Settlement System in accordance with the NBB Securities Settlement System Regulations. The payment obligations of the Issuer under the Notes will be discharged by payment to the NBB Securities Settlement System in respect of each amount so paid. Each of the persons shown in records of a direct participant, sub-participant or the operator of the NBB Securities Settlement System as the beneficial holder of a particular Prevailing Principal Amount of Notes must look solely to the relevant direct participant or sub-participant, as the case may be, for its share of each payment so made by the Issuer on the Notes.

(b) ***Payments***

Each payment in respect of the Notes pursuant to Condition 10(a) will be made by transfer to a euro account maintained by the payee with a bank in a city in which banks have access to T2.

(c) ***Payments only on Business Days***

If the date for payment of any amount in respect of any Note is not a Business Day then the holder thereof shall not be entitled to payment of the amount payable until the next following Business Day and shall not be entitled to any further interest or payment in respect of any such delay.

(d) ***Payments subject to laws***

Save as provided in Condition 11, payments will be subject in all cases to any other applicable fiscal or other laws and regulations in the place of payment or other laws and regulations to which the Issuer or its Agent agree to be subject and the Issuer will not be liable for any taxes or duties of whatever nature imposed or levied by such laws, regulations or agreements.

The Agent shall not make or impose on a Holder any charge or commission in relation to any payment in respect of the Notes.

(e) ***Agents, etc.***

The Issuer reserves the right under the Agency Agreement at any time, without the prior approval of the Agent, to vary or terminate the appointment of the Agent as paying agent, provided that it will maintain, in relation to the Notes, a paying agent which will at all times be a participant in the NBB Securities Settlement System. Notice of any change in any agent or its specified offices will promptly be given by the Issuer to the Holders in accordance with Condition 15.

(f) ***Fractions***

When making payments to Holders, if the relevant payment is not of an amount which is a whole multiple of one cent, such payment will be rounded down such that the amount is a whole multiple of one cent.

11 Taxation

All payments of principal, interest and other amounts by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature ("**Taxes**") imposed, levied, collected, withheld or assessed by the Kingdom of Belgium or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts in respect of Interest Payments (but not in respect of payments of principal) ("**Additional Amounts**") as shall result in receipt by the Holders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Note:

(a) **Other connection:** to, or to a third party on behalf of, a Holder who is liable to such Taxes in respect of such Note by reason of its having some connection with the Kingdom of Belgium other than a mere holding of such Note; or

(b) **Non-Eligible Investor:** to, or to a third party on behalf of, a Holder who at the time of its acquisition of the Notes was not an eligible investor within the meaning of Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax or to, or to a third party on behalf of, a Holder who was such an eligible investor at the time of its acquisition of the Notes but, for reasons within the Holder's control, either ceased to be such 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 Belgian law of 6 August 1993 relating to transactions in certain securities; or

(c) **Lawful avoidance of withholding:** to, or to a third party on behalf of, a Holder 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 relevant tax authority; or

(d) **Conversion into registered securities:** to, or to a third party on behalf of, a Holder who is liable to such Taxes because such Note held by it was upon its request converted into a registered Note and could no longer be cleared through the NBB Securities Settlement System.

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

References in these Conditions to Interest Payments and/or any other amount in respect of interest shall be deemed to include any Additional Amounts which may become payable pursuant to the foregoing provisions.

12 Enforcement Events

Notwithstanding any of the provisions below in Condition 12, the right to sue for payment is limited to circumstances where payment has become due. No principal, interest or any other amount will be due where such amount has been written down (and not subsequently reinstated) or where payment thereof has been deferred or cancelled pursuant to, and in accordance with the provisions of, the Conditions.

(a) ***No right to institute bankruptcy and other similar proceedings***

The Holders shall have no right to petition for or institute proceedings for the bankruptcy of the Issuer in Belgium or to institute equivalent insolvency proceedings (including those equivalent to a Winding-up) pursuant to any laws in any country in respect of any default of the Issuer under the Notes.

The right to sue for payment in respect of the Notes is limited to circumstances where payment has become due and is not duly made. Pursuant to Condition 2(b) and save as set out in Conditions 2(c) and 12(b), no principal, interest or any other amount in respect of the Notes will be due on the relevant payment date if the Solvency Condition is not satisfied, at the time of and immediately after any such payment. In the case of any payment of interest in respect of the Notes, such payment will be cancelled and not be due if Condition 2(b), 4(a), 4(b), 4(c) and/or 5 applies and in the case of payment of principal, such principal will be Written Down following the occurrence of a Trigger Event (and may otherwise be written down pursuant to applicable law and regulation) and may be deferred in accordance with Conditions 2(b) and 6.

If the Issuer defaults for a period of fourteen days or more in payment of principal when due in respect of the Notes or any of them, any Holder may (subject to the following paragraph) sue for payment when due and prove or claim in the Winding-up of the Issuer for such payment but may take no further or other action to enforce, prove or claim for any such payment.

No payment in respect of the Notes may be made by the Issuer pursuant to this Condition 12(a), nor will any Holder accept the same, other than during or after a Winding-up of the Issuer, unless the Issuer has given prior written notice (with a copy to the Agent and made available to the Holders) to, and received consent (if required) from, the Relevant Supervisory Authority which the Issuer shall confirm in writing to the Agent and the Holders.

(b) ***Amounts to become due and payable on Winding-up***

If an order is made by the competent court or resolution passed for the Winding-up of the Issuer, the provisions of Condition 2(c) shall apply and no other amount (whether in respect of damages awarded for breach of any obligations under the Notes or otherwise) shall be due and payable by the Issuer to the Holders in such Winding-up.

(c) ***Enforcement***

Without prejudice to Conditions 12(a) and 12(b) above, any Holder may at its discretion and without further notice institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition or provision binding on the Issuer under the Notes (other than any payment obligation of the Issuer under or arising from the Notes including, without limitation, payment of any principal or interest in respect of the Notes and any damages awarded for breach of any obligations in respect of the Notes) and in no event shall the Issuer, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums (in cash or otherwise) sooner than the same would otherwise have been payable by it.

Nothing in this Condition 12(c) shall, subject to Condition 12(a), prevent the Holders from proving or claiming in any Winding-up of the Issuer in respect of any payment obligations of the Issuer arising from the Notes (such claim (including any claim for damages awarded for any breach of obligations in respect

of the Notes) being for the amount specified in Condition 2(c) and subordinated as set out in Condition 2(a)).

(d) ***Extent of Holders' remedy***

No remedy against the Issuer, other than as referred to in this Condition 12, shall be available to the Holders, whether for the recovery of amounts owing in respect of the Notes or in respect of any breach by the Issuer of any of its other obligations under or in respect of the Notes.

For the avoidance of doubt, the Holders 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 (*résoudre/ontbinden*), or demand in legal proceedings the rescission (*résolution/ontbinding*) of, the Notes and (ii) to the extent applicable, all their rights whatsoever in respect of the Notes pursuant to Article 7:64 of the Belgian Companies and Associations Code (right to rescind (*résolution/ontbinding*)). Furthermore, to the fullest extent permitted by law, the Holders hereby waive their rights under the Belgian Civil Code to nullify, or demand in legal proceedings the nullification of, the Notes on the ground of error (*erreur/dwaling*).

13 Prescription

Claims against the Issuer for payment of principal and interest in respect of the Notes shall be prescribed and become void unless made within ten years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of such payment.

14 Meetings of Holders, Modification and Waiver

(a) ***Meetings of Holders***

The schedule to these Conditions (the "**Schedule**" which, for the avoidance of doubt, forms part of these Conditions) contains provisions for convening meetings of Holders (the "**Meeting Provisions**") to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions. The provisions of this Condition 14(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 Holders may be convened to consider matters relating to Notes, including the modification or waiver of any provision of the Conditions applicable to the 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 at a meeting of Holders duly convened and held in accordance with these Conditions and the Meeting Provisions by a majority of at least 75 per cent. of the votes cast.

All meetings of Holders 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 Holders holding at least 20 per cent. in Prevailing Principal Amount of the Notes for the time being outstanding. A meeting of Holders will be entitled (subject to the consent of the Issuer) to modify or waive any provision of the Conditions applicable to the Notes (including any proposal (i) to modify the maturity of the Notes or the dates on which interest is payable in respect of the Notes, (ii) to reduce or cancel the principal amount of, or interest on, the Notes, (iii) to change the currency of payment of the Notes, or (iv) to modify the provisions concerning the quorum required at any meeting of Holders) 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 Prevailing 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 Holders.

Resolutions duly passed in accordance with the Meeting Provisions shall be binding on all Holders, 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 Holders shall be made in accordance with the Meeting Provisions.

Resolutions of holders of Notes will only be effective if such resolutions have been approved by the Issuer and, if so required, by the Relevant Supervisory Authority.

(b) ***Modification of Agency Agreement and Conditions***

Subject to the prior approval of the Relevant Supervisory Authority (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time), and in addition to the provisions of Condition 7, the Issuer and the Agent may agree, without the consent of the Holders, to (i) any modification of any of the provisions of the Agency Agreement or these Conditions which in the Issuer's opinion is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law or (ii) any other modification of the provisions of the Agency Agreement or these Conditions which is, in the opinion of the Issuer, not materially prejudicial to the interests of the Holders. The foregoing is without prejudice to any amendments which may be made to these Conditions or the Agency Agreement pursuant to Condition 3(i).

Any such modification shall be binding on the Holders and shall be notified to the Holders in accordance with Condition 15 as soon as practicable thereafter.

15 Notices

Notices to the Holders shall be valid if delivered by or on behalf of the Issuer to the NBB for communication by it to the participants of the NBB Securities Settlement System.

For so long as the Notes are admitted to trading on a regulated market, any notices to Holders must also be published in accordance with the rules and regulations applying in respect of such market at the relevant time. For so long as the Notes are admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange, any notices to Holders will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

In addition to the above, with respect to notices for meetings of Holders, convening notices for such meetings shall be made in accordance with Condition 14(a).

16 Further Issues

The Issuer may from time to time without the consent of the Holders create and issue further securities either having the same terms and conditions in all respects as the Notes or in all respects except for the first payment of interest on them and so that such further issue shall be consolidated and form a single series with the Notes ("**Further Notes**") or upon such terms as to interest, redemption and otherwise as the Issuer may determine at the time of their issue.

17 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

18 Governing Law and Jurisdiction

(a) ***Governing Law***

The Notes and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, the laws of England, save that the provisions of Conditions 1, 2 and 14(a), the Schedule to these Conditions and any non-contractual obligations arising therefrom or in connection therewith are governed by, and shall be construed in accordance with, Belgian law.

(b) ***Jurisdiction***

(i) Subject as provided in Condition 18(b)(iii), the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Notes and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts.

(ii) The Issuer irrevocably submits to the jurisdiction of such courts and waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

(iii) To the maximum extent permitted by law, these submissions are made for the benefit of each of the Holders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction of any Member State of the European Union or of a state which is a party to the Convention on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, signed on 30 October 2007 (the Lugano II Convention), nor shall the taking of Proceedings in one or more of the jurisdictions identified in this Condition 18(b) that are competent to hear such Proceedings preclude the taking of Proceedings in any other such jurisdiction identified in this Condition 18(b) (whether concurrently or not).

(c) ***Agent for Service of Process***

The Issuer has irrevocably appointed Ageas (UK) Limited, at its registered office for the time being (being at the date hereof at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA, United Kingdom), as its agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Nothing herein shall affect the right to serve process in any other manner permitted by law.

(d) ***No hardship***

Each party hereby agrees that the provisions of Article 5.74 of the Belgian Civil Code shall not apply to it with respect to its obligations under these Conditions and that it shall not be entitled to make any claim under Article 5.74 of the Belgian Civil Code.

(e) ***Extra-contractual Liability***

Each Holder hereby agrees that the provisions of Article 6.3 of the Belgian Civil Code shall, to the extent relevant and to the maximum extent permitted by law, not apply under or in connection with these Conditions and that it shall, to the maximum extent permitted by law, not be entitled to make any extra-

contractual liability claim against the Issuer or any auxiliary (*auxiliaire/hulppersoon*) within the meaning of Article 6.3 of the Belgian Civil Code of (any affiliate of) the Issuer with respect to a breach of a contractual obligation under or in connection with these Conditions, even if such breach of obligation also constitutes an extra-contractual liability.

19 Acknowledgement of Bail-in Power

Notwithstanding and to the exclusion of any other term of the Notes or any other agreements, arrangements or understandings between the Issuer and any Holder (which, for the purposes of this Condition 19, includes any current or future holder of a beneficial interest in the Notes), each Holder by its acquisition of the Notes (or any interest therein) acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of any Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due, including on a permanent basis;

(ii) the conversion in whole or in part of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Holder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Notes or the Amounts Due in respect of the Notes;

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

(v) any other tools and powers provided for in the Bail-in Powers; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

No repayment or payment of Amounts Due will become due and payable or be paid after the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Issuer if and to the extent that such amounts have been reduced, converted, cancelled, amended or altered as a result of such exercise unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Belgium and the European Union applicable to the Issuer and the Group.

Neither a reduction or cancellation, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Holder to any remedies (including equitable remedies) which are hereby expressly waived.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Holders in accordance with Condition 15 as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Agent for informational purposes, although the Agent shall not be required to send such notice to Holders. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the exercise of any Bail-in

Power nor the effects of its exercise on the Notes described above, nor constitute a default by the Issuer for any purpose.

The matters set forth in this Condition 19 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any Holder. No expenses necessary for the procedures under this Condition 19, including, but not limited to, those incurred by the Issuer and the Agent, shall be borne by any Holder.

For the purposes of this Condition 19:

"**Amounts Due**" means the prevailing outstanding principal amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due.

"**Bail-in Power**" means any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in Belgium and which is in any such case applicable to the Issuer, the Group and/or the Notes, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted pursuant to the IRRD, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of an insurance or reinsurance undertaking (or an affiliate thereof) can be written down or reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of an insurance or reinsurance undertaking (or an affiliate thereof) can be converted into shares, other securities or other obligations, whether in connection with the implementation of a bail-in power following entry into resolution or otherwise.

"**IRRD**" means Directive (EU) 2025/1 of the European Parliament and of the Council of 27 November 2024 establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2007/36/EC, 2014/59/EU and (EU) 2017/1132 and Regulations (EU) No 1094/2010, (EU) No 648/2012, (EU) No 806/2014 and (EU) 2017/1129.

"**Relevant Resolution Authority**" means the resolution authority with the ability to exercise any Bail-in Power in relation to the Issuer and/or the Notes.

20 Definitions

In these Conditions:

"**Accountholder**" has the meaning provided in Condition 1.

an "**Accounting Event**" shall be deemed to have occurred if, as a result of a change in the accounting principles under IFRS (or a change in the interpretation of such accounting principles by the Issuer's independent auditors) which becomes effective on or after the Issue Date, but not otherwise, at any time the obligations of the Issuer under the Notes must not, or must no longer, be recorded as a 'financial liability' pursuant to IFRS for the purposes of the consolidated financial statements of the Issuer.

"**Additional Amounts**" has the meaning provided in Condition 11.

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

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the 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);

(ii) the Independent Adviser determines is customarily applied to the relevant Successor Rate or the 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 Independent Adviser determines that no such spread is customarily applied); or

(iii) the Independent Adviser determines 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).

"**Agency Agreement**" has the meaning provided in the preamble to these Conditions.

"**Agent**" has the meaning provided in the preamble to these Conditions.

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 3(i)(ii) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) for a period of five years and in euro.

"**Assets**" means the unconsolidated gross assets of the Issuer, as shown in the latest published audited balance sheet of the Issuer prepared in accordance with applicable law, but adjusted for subsequent events, all in such manner as the board of directors of the Issuer may determine.

"**Available Distributable Items**" means the non-consolidated profits and distributable reserves (if any) of the Issuer as calculated pursuant to the principles applicable to the Issuer's non-consolidated financial statements which are available, in accordance with applicable Belgian company and insurance law and regulation at the relevant time (including, without limitation, Article 7:212 of the Belgian Companies and Associations Code), for the payment of dividends on the share capital of the Issuer and the availability of which permits payment of interest on the Notes in accordance with the Relevant Rules at such time.

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

"**Belgian Companies and Associations Code**" means the Belgian *Code des Sociétés et des Associations*/*Wetboek van Vennootschappen en Verenigingen* of 23 March 2019, as amended.

"**Benchmark Amendments**" has the meaning provided in Condition 3(i).

"**Benchmark Event**" means:

(i) the Original Reference Rate ceasing to be published on a permanent or indefinite basis (and, in either case, has not been published for a period of at least five Business Days) or ceasing to exist; or

(ii) the making of 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

(iii) the making of 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

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes; or

(v) an official announcement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative of its underlying market; or

(vi) it has become unlawful for the Agent or the Issuer to calculate any payments due to be made to any Holder using the Original Reference Rate,

provided that in the case of sub-paragraphs (ii), (iii) and (iv), the Benchmark Event shall occur on the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate or the prohibition of use of the Original Reference Rate, as the case may be, and not (unless they coincide) the date of the making of the relevant public statement.

"**Business Day**" means a day (other than a Saturday or a Sunday) which is a business day for T2 and on which the NBB Securities Settlement System is operating.

"**Calculation Amount**" means EUR 200,000 in principal amount, provided that if the Prevailing Principal Amount of a Note is amended (either by Write Down or Write Up in accordance with Condition 5 or as otherwise required by then current legislation and/or regulations applicable to the Issuer), the Calculation Amount shall mean the amount determined in accordance with Condition 5 on a *pro rata* basis to account for such Write Down, Write Up and/or other such amendment otherwise required, as the case may be, and which is notified to Holders in accordance with Condition 15 with the details of such adjustment.

a "**Capital Disqualification Event**" is deemed to have occurred if, as a result of any replacement of or change to (or change to the interpretation by the Relevant Supervisory Authority or any court or authority entitled to do so of) the Relevant Rules, the whole or any part of the Prevailing Principal Amount of the Notes ceases to count as Tier 1 Capital for the purposes of the Issuer and/or the Group, except where such non-qualification is only as a result of any applicable limitation on the amount of such capital.

"**Clearing Services Agreement**" has the meaning provided in the preamble to these Conditions.

"**Clearstream Frankfurt**" means Clearstream Europe AG.

"**Clearstream Banking Luxembourg**" means Clearstream Banking Luxembourg S.A.

"**Conditions**" means these terms and conditions of the Notes, as amended from time to time.

"**Deductibility Event**" means that at any time, by reason of a Tax Law Change, in making any payment of interest on the Notes the Issuer will no longer be entitled to claim a deduction in respect of any such payment (or its corresponding funding costs as recognised in its financial statements) in computing its taxation liabilities in the Kingdom of Belgium or such entitlement is reduced (so long as this cannot be avoided by the Issuer taking reasonable measures available to it at the time), provided that any such reduction in, or loss of, entitlement to claim a deduction as a result of the application of Article 198/1 of the Belgian Income Tax Code substantially in the form in which it was enacted on the Issue Date shall not constitute a Deductibility Event.

"**EEA**" means the European Economic Area.

"**EIOPA**" means the European Insurance and Occupational Pensions Authority or any successor thereto.

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

"**Euroclear**" means Euroclear Bank SA/NV.

"**Euroclear France**" means Euroclear France S.A.

"**Euronext Securities Milan**" means Monte Titoli S.p.A.

"**Euronext Securities Porto**" means Interbolsa, S.A.

"**First Reset Date**" means 20 November 2034.

"**Full Loss Absorbing Instruments**" has the meaning provided in Condition 5(b).

"**Gross-up Event**" means that at any time, by reason of a Tax Law Change, the Issuer has paid or would, on the occasion of the next payment of interest due in respect of the Notes, not be able to make such payment without having to pay Additional Amounts (so long as this cannot be avoided by the Issuer taking reasonable measures available to it at the time).

"**Group**" means, at any time, the Issuer together with each entity (including, without limitation, each relevant Subsidiary of the Issuer) which from time to time is a member of the prudential consolidation group (being the group as determined by reference to Article 212 of the Solvency II Directive or any successor Relevant Rules) of which the Issuer is the ultimate parent undertaking and is a participating undertaking (as each of such terms is defined in the Relevant Rules).

"**Group Insurance Undertaking**" means any Subsidiary of the Issuer which is an insurance undertaking or a reinsurance undertaking and which is a member of the Group at the relevant time.

"**Holder**" means, in respect of any Note, the person entitled thereto in accordance with the NBB Securities Settlement System Regulations, subject as provided in Condition 1.

"**Iberclear**" means IBERCLEAR.

"**IFRS**" means IFRS Accounting Standards as adopted by the European Union.

"**Independent Adviser**" means an independent financial institution of international repute or other independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 3(i)(i).

"**Initial Fixed Interest Rate**" has the meaning provided in Condition 3(c).

"**Initial Fixed Rate Interest Period**" means the period from (and including) the Issue Date to (but excluding) the First Reset Date.

"**Initial Principal Amount**" means, in relation to each Note, the principal amount of that Note on the Issue Date.

"**Insolvent Insurer Winding-up**" means:

(i) the winding-up of any Group Insurance Undertaking; or

(ii) the appointment of any insolvency practitioner to any Group Insurance Undertaking,

in each case where the Issuer has determined, acting reasonably, that all Policyholder Claims of the policyholders and beneficiaries under contracts of insurance of that Group Insurance Undertaking may or will not be met in full.

"**insurance undertaking**" has the meaning given to it in the Relevant Rules.

"**Interest Payment**" means in respect of an interest payment on an Interest Payment Date or on any other date on which a payment of interest falls due or is otherwise scheduled to be paid pursuant to these Conditions, the amount of interest payable for the relevant Interest Period or other relevant interest accrual period.

"**Interest Payment Date**" has the meaning provided in Condition 3(a).

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

"**Interest Rate**" means the Initial Fixed Interest Rate and/or the applicable Reset Rate of Interest, as the case may be.

"**Issue Date**" means 16 December 2025, being the date of the initial issue of the Notes.

"**Issuer**" has the meaning provided in the preamble to these Conditions.

"**Junior Creditors**" means all holders of securities and other creditors (if any) of the Issuer whose claims rank, or are expressed to rank, junior to the claims of the Holders (including, without limitation, holders of Junior Securities).

"**Junior Securities**" has the meaning provided in Condition 2(a).

"**Level 2 Regulations**" means the Commission Delegated Regulation (EU) No. 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council of the European Union on the taking-up and pursuit of the business of insurance and reinsurance (Solvency II), as amended (including by Regulation (EU) 2019/981).

"**Liabilities**" means the unconsolidated gross liabilities of the Issuer, as shown in the latest published audited balance sheet of the Issuer prepared in accordance with applicable law, but adjusted for contingent liabilities and for subsequent events, all in such manner as the board of directors of the Issuer may determine.

"**Loss Absorbing Instruments**" means capital instruments or other obligations issued directly or indirectly by the Issuer or, as applicable, any other member of the Group (other than the Notes or any share capital of the Issuer or any member of the Group) which constitute Tier 1 Capital of the Issuer and/or the Group and which include a write-down or conversion principal loss absorption mechanism that is activated by a trigger event set by reference to the Solvency Capital Requirement and/or Minimum Capital Requirement of the Issuer and/or the Group.

"**LuxCSD**" means LuxCSD S.A.

"**Margin**" means 3.039 per cent. *per annum*.

"**Meeting Provisions**" has the meaning provided in Condition 14(a).

"**Minimum Capital Requirement**" means (as applicable):

(i) the minimum capital requirement of the Issuer;

(ii) the minimum group solvency capital requirement of the Group; and/or

(iii) any other minimum capital requirements (as applicable) from time to time,

in each case referred to in, or described in, the Relevant Rules applicable to the Issuer and/or the Group (as the case may be).

"**NBB**" has the meaning provided in Condition 1.

"**NBB Securities Settlement System**" has the meaning provided in Condition 1.

"**NBB Securities Settlement System Regulations**" has the meaning provided in Condition 1.

"**Notes**" has the meaning provided in the preamble to these Conditions.

"**OeKB**" means OeKB CSD GmbH.

"**Optional Redemption Date**" means (i) any Business Day during the period from (and including) 20 May 2034 to (and including) the First Reset Date or (ii) any Interest Payment Date thereafter.

"**Original Reference Rate**" means the rate described in paragraph (i) of the definition of "Reset Reference Rate" in this Condition 20 or (if applicable) any other successor or alternative rate (or component part thereof) determined to be applicable to the Notes pursuant to the earlier operation of Condition 3(i).

"**Parity Securities**" has the meaning provided in Condition 2(a).

a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or agency of a state (in each case whether or not being a separate legal entity).

"**Policyholder Claims**" means claims of policyholders or beneficiaries under contracts of insurance in a winding-up, liquidation, bankruptcy or other analogous insolvency process of a Group Insurance Undertaking to the extent that those claims relate to any debt to which the Group Insurance Undertaking is, or may become, liable to a policyholder or such a beneficiary pursuant to a contract of insurance, including all amounts to which policyholders or such beneficiaries are entitled under applicable insolvency legislation or rules to reflect any right to receive, or expectation of receiving, benefits which such policyholders or such beneficiaries may have.

"**Prevailing Principal Amount**" means, in relation to each Note at any time, the principal amount of such Note at that time, being its Initial Principal Amount, as adjusted from time to time for any Write Down and/or Write Up, in accordance with Condition 5 and/or as otherwise required by then current legislation and/or regulations applicable to the Issuer.

"**Proceedings**" has the meaning provided in Condition 18(b).

"**Qualifying Tier 1 Securities**" means securities issued directly by the Issuer that:

(i) other than in respect of the effectiveness and enforceability of Condition 19 (including, without limitation, changing its governing law), have terms not materially less favourable to an investor than the terms of the Notes (as reasonably determined by the Issuer in consultation with an investment bank or financial adviser of international standing (which in either case is independent of the Issuer)) and, subject thereto, which (a) contain terms which comply with the then current requirements of the Relevant Rules in relation to Tier 1 Capital (or whatever successor terminology is employed by the Relevant Rules from time to time), (b) include terms which provide for the same Interest Rate and Interest Payment Dates from time to time applying to the Notes, (c) rank senior to, or *pari passu* with, the ranking of the Notes, (d) (save where such interest has been paid or is optionally or mandatorily cancelled by the Issuer pursuant to Condition 2(b), 4 or 5) preserve any existing rights under these Conditions to any accrued interest and any or other amounts which have not been paid (but without prejudice to the Issuer's right or obligation subsequently to cancel any such amounts in accordance with the terms of the Qualifying Tier 1 Securities), (e) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption and (f) contain terms providing for mandatory and/or optional cancellation or suspension of payments of interest and/or principal only if such terms are not materially less favourable to an investor than the mandatory and optional cancellation provisions, respectively, contained in the terms of the Notes;

(ii) are listed on the Euro MTF Market of the Luxembourg Stock Exchange (or such other internationally recognised EEA stock exchange as selected by the Issuer) and remain admitted to, and traded in, the same clearing system (or systems) as they were prior to such modification; and

(iii) where the Notes which have been varied had a published rating solicited by the Issuer from a Rating Agency immediately prior to their variation, each such Rating Agency has ascribed, or announced its intention to ascribe, an equal or higher published rating to the relevant Qualifying Tier 1 Securities.

"**Rating Agency**" means S&P Global Ratings Europe Limited ("**S&P)**, Fitch Deutschland GmbH ("**Fitch**") or Moody's Deutschland GmbH ("**Moody's**") or their respective successors or affiliates.

"**Rating Agency Compliant Securities**" means Qualifying Tier 1 Securities that are assigned by each relevant Rating Agency substantially the same "equity credit" or, at the absolute discretion of the Issuer, a lower "equity credit" (provided such "equity credit" is still higher than the "equity credit" assigned to the Notes by the relevant Rating Agency or its predecessor immediately after the occurrence of the Ratings Methodology Event) as that which was assigned by the relevant Rating Agency to the Notes at the request of the Issuer on or around the Issue Date.

a "**Ratings Methodology Event**" will be deemed to occur upon a change in, or clarification to, the methodology of any Rating Agency (or in the interpretation of such methodology) which occurs after the Issue Date as a result of which the "equity credit" (or such other nomenclature as may be used by the relevant Rating Agency from time to time to describe the degree to which the instrument is supportive of an issuer's senior obligations in terms of leverage or total capital) assigned by that Rating Agency to the Notes is, as notified by that Rating Agency to the Issuer or as published by that Rating Agency, reduced when compared to (i) in the case of S&P or Fitch, the "equity credit" assigned by that Rating Agency or its predecessor to the Notes on or around the issue date of the most recently issued tranche of the Notes and (ii) in the case of Moody's, the "equity credit" first assigned by Moody's to the Notes or alternatively, if applicable and if different, the "equity credit" assigned by Moody's to the Notes on the issue date of the most recently issued tranche of the Notes.

"**Regulatory Clearance Condition**" means, in respect of any proposed act on the part of the Issuer, the Relevant Supervisory Authority having approved, granted permission for, consented to, or having been given due notification of and having not within any applicable time-frame objected to, or withdrawn its approval, permission or consent to, such act (in any case only if and to the extent such approval, permission, consent or non-objection is required by the Relevant Supervisory Authority, the Relevant Rules or any other applicable rules of the Relevant Supervisory Authority at the relevant time).

"**Regulatory Deficiency Event**" means any of the following events:

(i) the amount of 'own-fund items' (or whatever the terminology is employed by the Relevant Rules from time to time) of the Issuer and/or the Group eligible to cover each Solvency Capital Requirement and/or each Minimum Capital Requirement is not sufficient to cover such Solvency Capital Requirement or Minimum Capital Requirement; or

(ii) (if required or applicable in order for the Notes to qualify as Tier 1 Capital of the Issuer and/or the Group under the Relevant Rules from time to time) the Relevant Supervisory Authority notifying the Issuer that it has determined, in view of the financial and/or solvency condition of the Issuer and/or the Group, that in accordance with Relevant Rules at such time, the Issuer must take specified action in relation to the deferral of payments of principal and/or cancellation of payments of interest under the Notes and the Relevant Supervisory Authority not having revoked such notification.

"**reinsurance undertaking**" has the meaning given to it in the Relevant Rules.

"**Relevant Date**" means (i) in respect of any payment other than a sum to be paid by the Issuer upon a Winding-up, the date on which such payment first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Agent on or prior to such date, the Relevant Date means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Holders in accordance with Condition 15 and (ii) in respect of a sum to be paid by the Issuer on a Winding-up, the date which is one day prior to the date of such Winding-up.

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

(i) 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

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the 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.

"**Relevant Rules**" means any solvency margin, capital adequacy or regulatory capital legislation, rules or regulations (whether having the force of law or otherwise) then in effect which are applicable to the Issuer and/or the Group (including, without limitation, for the purposes of applying prudential requirements applicable to internationally active insurance groups, if and to the extent applicable to the Issuer or the Group) as applied and construed by the Relevant Supervisory Authority, including the Solvency II Directive and any additional measures adopted to give effect to the Solvency II Directive (for the avoidance of doubt, whether implemented by way of regulation (including, without limitation, the Level 2 Regulations), a directive, application of the relevant guidelines of the European Insurance and Occupational Pension Authority (EIOPA) or otherwise), and references in these Conditions to any matter, action or condition being required or permitted by, or in accordance with, the Relevant Rules shall be construed in the context of the Relevant Rules as they apply to Tier 1 Capital and on the basis that the Notes are intended to continue to have the characteristics of Tier 1 Capital of the Issuer and the Group under the Relevant Rules (other than the disapplication of Condition 4(a) in the circumstances where Condition 4(d) applies).

"**Relevant SCR Ratio**" means the SCR Ratio of the Issuer or (if lower than the SCR Ratio of the Issuer at the relevant time) the SCR Ratio of the Group.

"**Relevant Supervisory Authority**" means the NBB or such other authority having primary supervisory authority regarding capital or solvency with respect to the Issuer and/or the Group.

"**Reset Date**" means the First Reset Date and each fifth anniversary of the First Reset Date thereafter.

"**Reset Determination Date**" means, in respect of a Reset Period, the day falling two Business Days prior to the first day of such Reset Period.

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

"**Reset Rate of Interest**" has the meaning provided in Condition 3(d).

"**Reset Reference Banks**" means five leading swap dealers in the principal interbank market relating to euro selected by the Issuer (or an independent investment bank, commercial bank, stockbroker or financial adviser appointed by the Issuer).

"**Reset Reference Rate**" means in respect of a Reset Period, subject to Condition 3(i), (i) the applicable annual mid-swap rate for swap transactions in euro (with a maturity equal to five years) as displayed on the Screen Page at 11.00 a.m. (in Brussels) on the relevant Reset Determination Date or (ii) if such rate is not displayed on the Screen Page at such time and date, the Reset Reference Bank Rate on the relevant Reset Determination Date.

Where:

"**Mid-Swap Quotations**" means 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 interest rate swap transaction in euro which (i) has a term commencing on the relevant Reset Date which is equal to five years, (ii) is in an amount that is representative of a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the relevant swap market and (iii) has a floating leg based on the 6-month EURIBOR rate (calculated on an Actual/360 day count basis).

"**Reset Reference Bank Rate**" means the percentage rate determined by the Agent on the basis of the Mid-Swap Quotations provided by the Reset Reference Banks to the Issuer (or an independent investment bank, commercial bank, stockbroker or financial adviser appointed by the Issuer) at or around 11.00 a.m. (in Brussels) on the relevant Reset Determination Date and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards) and notified by the Issuer to the Agent. If at least four quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the Reset Reference Bank Rate will be the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the Reset Reference Bank Rate will be the rounded quotation provided. If no quotations are provided, the Reset Reference Bank Rate will be the applicable annual mid-swap rate for swap transactions in euro (with a maturity equal to five years) that most recently appeared on the Screen Page.

"**Screen Page**" means Bloomberg screen page "ICAE1", or such other screen page as may replace it on Bloomberg or, as the case may be, on such other information service that may replace Bloomberg, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying comparable rates.

"**Schedule**" has the meaning provided in Condition 14(a).

"**SCR Ratio**" means (as applicable):

(i) the sum of all eligible own-fund items of the Issuer (as determined by reference to the Relevant Rules at such time) divided by the Solvency Capital Requirement of the Issuer at the relevant time; or

(ii) the sum of all eligible own-fund items of the Group which are available to cover the Solvency Capital Requirement of the Group (as determined by reference to the Relevant Rules at such time) divided by the Solvency Capital Requirement of the Group at the relevant time.

"**SIX SIS**" means SIX SIS AG.

"**Solvency II**" means the Solvency II Directive and any additional measures adopted to give effect to the Solvency II Directive (for the avoidance of doubt, whether implemented by way of regulation (including, without limitation, the Level 2 Regulations), a directive, application of relevant EIOPA guidelines or otherwise).

"**Solvency II Directive**" means Directive 2009/138/EC of 25 November 2009 on the taking-up and pursuit of the business of insurance and re-insurance (Solvency II), as amended.

"**Solvency Capital Requirement**" means (as applicable):

(i) the solvency capital requirement of the Issuer;

(ii) the group solvency capital requirement of the Group; and/or

(iii) any additional or successor capital requirement to (i) or (ii) (other than any Minimum Capital Requirement) from time to time,

in each case, as referred to in, or described in, the Relevant Rules applicable to the Issuer and/or the Group (as the case may be).

"**Solvency Condition**" has the meaning provided in Condition 2(b).

"**solvent**" has the meaning provided in Condition 2(b).

"**Subsidiary**" means in relation to any company or other legal entity (a "**parent**"), at any particular time, a company or other entity which is then directly or indirectly controlled or whose issued share capital (or equivalent) is then more than 50 per cent. beneficially owned by the parent. For this purpose, for a company or other entity to be controlled by the parent means that the parent (whether directly or indirectly and whether by ownership of shares or equivalent or by the possession of voting power, contract or otherwise) has the power to appoint or remove all or the majority of the board of directors or other governing body of that other company or entity or has the power to control the affairs and policies of that other company or entity.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

"**T2**" means the real time gross settlement system operated by the Eurosystem, or any successor thereto.

"**Taxes**" has the meaning provided in Condition 11.

"**Tax Law Change**" means a change or officially announced proposed change in, amendment or officially announced proposed amendment to, or clarification of, the laws or regulations of the Kingdom of Belgium or any political subdivision or any authority thereof or therein having the power to tax, including any treaty to which the Kingdom of Belgium is or becomes a party, or any change in the official application or official interpretation of such laws or regulations, including a decision of any court or tribunal, or any interpretation or pronouncement by any relevant tax authority that provides for a position with respect to such laws or regulations or interpretation thereof that differs from the previously generally accepted position in relation to similar transactions, which change, amendment or clarification becomes, or would become, effective on or after the issue date of the most recently issued tranche of the Notes.

"**Tier 1 Capital**" has the meaning given to it for the purposes of the Relevant Rules.

"**Tier 2 Capital**" has the meaning given to it for the purposes of the Relevant Rules.

"**Tier 3 Capital**" has the meaning given to it for the purposes of the Relevant Rules.

a "**Trigger Event**" shall be deemed to occur if the Issuer or the Relevant Supervisory Authority determines that:

(i) the amount of eligible own-fund items of the Issuer is equal to or less than 75 per cent. of the Solvency Capital Requirement of the Issuer;

(ii) the amount of eligible own-fund items of the Group is equal to or less than 75 per cent. of the Solvency Capital Requirement of the Group;

(iii) the amount of eligible own-fund items of the Issuer has been less than the Solvency Capital Requirement of the Issuer for a period of at least 90 calendar days;

(iv) the amount of eligible own-fund items of the Group has been less than the Solvency Capital Requirement of the Group for a period of at least 90 calendar days;

(v) the amount of eligible own-fund items of the Issuer is equal to or less than the Minimum Capital Requirement of the Issuer; and/or

(vi) the amount of eligible own-fund items of the Group is equal to or less than the Minimum Capital Requirement of the Group.

"**Trigger Event Notice**" means the notice referred to as such in Condition 5(a) which shall be given by the Issuer to the Holders in accordance with Condition 15, the Agent and the Relevant Supervisory Authority, and which shall state with reasonable detail (i) the nature of the relevant Trigger Event, (ii) (if then known) any Write Down Amount and the basis of its calculation and (iii) the relevant Write Down Date.

"**Winding-up**" means any dissolution or liquidation of the Issuer, including the following events creating a competition between creditors (*samenloop van schuldeisers/concours de créanciers*), 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 the liabilities of the Issuer.

"**Write Down**" and "**Written Down**" shall be construed as provided in Condition 5(a).

"**Write Down Amount**" has the meaning provided in Condition 5(b).

"**write down and/or conversion**" means, in respect of any Loss Absorbing Instruments, the reduction and/or, as the case may be, conversion into common equity Tier 1 Capital of the prevailing principal amount of such instruments as contemplated in Condition 5(b).

"**Write Down Date**" has the meaning provided in Condition 5(a).

"**Write Up**" and "**Written Up**" shall be construed as provided in Condition 5(d).

"**Write Up Amount**" has the meaning provided in Condition 5(d).

"**Write Up Date**" has the meaning provided in Condition 5(d).

"**Write Up Notice**" has the meaning provided in Condition 5(d).

"**Written Down Tier 1 Instrument**" means an instrument (other than the Notes or any share capital of the Issuer or any member of the Group) issued directly or indirectly by the Issuer or, as applicable, any other member of the Group and qualifying as Tier 1 Capital of the Issuer or the Group (as the case may be) as at its date of issue in accordance with the Relevant Rules that, immediately prior to any Write Up of the Notes, has a prevailing principal amount which is less than its initial principal amount due to a write down of such instrument having occurred and that has terms permitting a principal write up to occur on a basis similar to that set out in Condition 5(d) in the circumstances existing on the relevant Write Up Date.

Schedule
Provisions on meetings of Holders

Interpretation

1 In this Schedule:

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

1.2 "**agent**" means a holder of a Voting Certificate or a proxy for, or representative of, a Holder;

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

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

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

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 Holders duly convened and held in accordance with this Schedule 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 and whether held as a physical meeting or as a virtual meeting or as a hybrid meeting;

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

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

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

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

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

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 NBB Securities Settlement System in accordance with paragraph 9;

1.17 "**Written Resolution**" means a resolution in writing signed by the holders of not less than 75 per cent. in Prevailing Principal Amount of the Notes outstanding;

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

1.19 references to persons representing a proportion of the Notes are to Holders, proxies or representatives of such Holders holding or representing in the aggregate at least that proportion in Prevailing Principal Amount of the Notes for the time being outstanding.

General

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

2.1 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.

Extraordinary Resolution and Special Quorum Resolution

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

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

3.2 to assent to any modification or waiver of the Conditions, the Notes or this Schedule proposed by the Issuer or the Agent;

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

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

3.5 to appoint any person or persons (whether Holders or not) as an individual or a committee or committees to represent the Holders' interests and to confer on them any powers or discretions which the Holders 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 Conditions or in applicable law; and

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

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

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

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

(iii) to assent to a reduction of the Prevailing Principal 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 Holders or the majority required to pass an Extraordinary Resolution or a Special Quorum 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 Holders shall have power by Ordinary Resolution:

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

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 or a Special Quorum Resolution to be passed.

Any modification or waiver of any of the Conditions shall always be subject to the consent of the Issuer.

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 Holders complying in all respect with the provisions set out in this Schedule.

Convening a meeting

6 The Issuer may at any time convene a meeting. A meeting shall be convened by the Issuer upon the request in writing of Holders holding at least 20 per cent. in Prevailing Principal Amount of the Notes for the time being outstanding. Every physical meeting shall be held at a time and place approved by the Agent. Every virtual meeting shall be held via an electronic platform and at a time approved by the Agent. Every hybrid meeting shall be held at a time and place and via an electronic platform approved by the Agent.

Notice of meeting

7 Convening notices for meetings of Holders shall be given to the Holders in accordance with Condition 15 (*Notices*) not less than fifteen calendar days prior to the relevant meeting (exclusive of the day on which the notice is given and of the day of the meeting). The notice shall specify the day and time of the meeting and manner in which it is to be held and, if a physical meeting or a hybrid meeting is to be held, the place of the meeting and the nature of the resolutions to be proposed and shall explain how Holders may appoint proxies or representatives, obtain Voting Certificates and use Block Voting Instructions and the details of the time limits applicable. With respect to a virtual meeting or a hybrid meeting, each such notice shall set out such other and further details as are required under paragraph 36.

Cancellation of meeting

8 A meeting that has been validly convened in accordance with paragraph 6 above may be cancelled by the person who convened such meeting by giving notice to the Holders prior to such meeting. Any meeting cancelled in accordance with this paragraph 8 shall be deemed not to have been convened.

Arrangements for voting

9 A Voting Certificate shall:

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

9.2 state that on the date thereof (i) the Notes (not being Notes in respect of which a Block Voting Instruction has been issued which is outstanding in respect of the meeting specified in such Voting Certificate and any such adjourned meeting) of a specified Prevailing Principal Amount outstanding were (to the satisfaction of such Recognised Accountholder or the NBB 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 NBB 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 (or cancellation) of the meeting specified in such certificate or, if applicable, any such adjourned meeting; and

(ii) the surrender of the Voting Certificate to the Recognised Accountholder or the NBB Securities Settlement System who issued the same; and

9.3 further state that until the release of the Notes represented thereby the bearer of such certificate is entitled to attend and vote at such meeting and any such adjourned meeting in respect of the Notes represented by such certificate.

10 A Block Voting Instruction shall:

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

10.2 certify that the Notes (not being Notes in respect of which a Voting Certificate has been issued and is outstanding in respect of the meeting specified in such Block Voting Instruction and any such adjourned meeting) of a specified Prevailing Principal Amount outstanding were (to the satisfaction of such Recognised Accountholder or the NBB 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 NBB Securities Settlement System) blocked until the first to occur of:

(i) the conclusion (or cancellation) of the meeting specified in such document or, if applicable, any such adjourned meeting; and

(ii) the giving of notice by the Recognised Accountholder or the NBB Securities Settlement System to the Issuer, stating that certain of such Notes cease to be held with it or under its control and blocked and setting out the necessary amendment to the Block Voting Instruction;

10.3 certify that each holder of such Notes has instructed such Recognised Accountholder, the NBB Securities Settlement System or other proxy mentioned therein that the vote(s) attributable to the Note or Notes so held and (if and only to the extent permitted by the rules and procedures of the NBB 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 48 hours prior to the time for which such meeting or any such adjourned meeting is convened and ending at the conclusion, cancellation or adjournment thereof;

10.4 state the Prevailing Principal Amount of the Notes so held and (if and only to the extent permitted by the rules and procedures of the NBB Securities Settlement System) blocked, distinguishing with regard to each resolution between (i) those in respect of which instructions have been given as aforesaid that the votes attributable thereto should be cast in favour of the resolution, (ii) those in respect of which

instructions have been so given that the votes attributable thereto should be cast against the resolution and (iii) those in respect of which instructions have been so given to abstain from voting; and

10.5 naming one or more persons (each hereinafter called a "**proxy**") as being authorised and instructed to cast the votes attributable to the Notes so listed in accordance with the instructions referred to in paragraph 10.4 above as set out in such document.

11 If a holder of Notes wishes the votes attributable to it to be included in a Block Voting Instruction for a meeting, he must (if and only to the extent permitted by the rules and procedures of the NBB Securities Settlement System) block such Notes for that purpose at least 48 hours before the time fixed for the meeting to the order of the Agent with a bank or other depositary nominated by the Agent for the purpose. The Agent or such bank or other depositary shall then issue a Block Voting Instruction in respect of the votes attributable to all Notes so blocked.

12 If the Issuer requires, a certified copy of each Block Voting Instruction shall be produced by the proxy at the meeting or delivered to the Issuer prior to the meeting but the Issuer need not investigate or be concerned with the validity of the proxy's appointment.

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

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

15 Votes can only be validly cast in accordance with Voting Certificates and Block Voting Instructions in respect of Notes held to the order or under the control and (if and only to the extent permitted by the rules and procedures of the NBB Securities Settlement System) blocked by a Recognised Accountholder or the NBB Securities Settlement System and which have been deposited with the Issuer (or any person acting on behalf of the Issuer) not less than 24 hours before the time for which the meeting to which the relevant voting instructions and Block Voting Instructions relate, has been convened or called. The Voting Certificate and Block Voting Instructions shall be valid for as long as the relevant Notes continue to be so held and blocked. During the validity thereof, the holder of any such Voting Certificate or (as the case may be) the proxies named in any such Block Voting Instruction shall, for all purposes in connection with the relevant meeting, be deemed to be the holder of the Notes to which such Voting Certificate or Block Voting Instruction relates. A vote cast in accordance with a Block Voting Instruction shall be valid even if it or any of the Holders' instructions pursuant to which it was executed has previously been revoked or amended, unless written intimation of such revocation or amendment is received from the Agent by the Issuer or the Agent at its specified office (or such other place or delivered by another method as may have been specified by the Issuer for the purpose) or by the chairperson of the meeting in each case at least 24 hours before the time fixed for the meeting.

16 No Note may be deposited with or to the order of the Agent at the same time for the purposes of both paragraph 9 and paragraph 10 for the same meeting.

17 In default of a deposit, the Block Voting Instruction or the Voting Certificate shall not be treated as valid, unless the chairperson of the meeting decides otherwise before the meeting or adjourned meeting proceeds to business.

18 A corporation which holds a Note may, by delivering at least 48 hours before the time fixed for a meeting to a bank or other depositary appointed by the Agent for such purposes a certified copy of a resolution of its directors or other governing body or another certificate evidencing due authorisation (with, in each case, if it is not in English, a translation into English), authorise any person to act as its representative (a "**representative**") in connection with that meeting.

Chairperson

19 The chairperson of a meeting shall be such person as the Issuer may nominate in writing, but if no such nomination is made or if the person nominated is not present within 15 minutes after the time fixed for the meeting the Holders 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 Holder or agent. The chairperson of an adjourned meeting need not be the same person as the chairperson of the original meeting. The chairperson may, in its sole discretion, decide to appoint a secretary (but is not obliged to do so).

Attendance

20 The following may attend and speak at a meeting:

20.1 Holders and their agents and financial and legal advisers;

20.2 the chairperson and the secretary of the meeting;

20.3 the Issuer and the Agent (through their respective representatives) and their respective financial and legal advisers; and

20.4 any other person approved by the meeting.

No one else may attend, participate or speak.

Quorum and Adjournment

21 No business (except choosing a chairperson) shall be transacted at a meeting unless a quorum is present at the commencement of business. If a quorum is not present within 15 minutes from the time initially fixed for the meeting, it shall, if convened on the requisition of Holders, be dissolved. In any other case it shall be adjourned until such date, not less than 14 nor more than 42 calendar days later, and time and place or manner in which it is to be held as the chairperson may decide. If a quorum is not present within 15 minutes from the time fixed for a meeting so adjourned, the meeting shall be dissolved.

22 One or more Holders or agents present in person shall be a quorum:

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

22.2 in any other case, only if they represent the proportion of the Notes shown by the table below.

Purpose of meeting	**Any meeting except for a meeting previously adjourned through want of a quorum**	**Meeting previously adjourned through want of a quorum**
	Required proportion	Required proportion
To pass a special quorum resolution	75 per cent.	25 per cent.
To pass any other Extraordinary Resolution	A majority	No minimum proportion
To pass an Ordinary Resolution	10 per cent.	No minimum proportion

23 The chairperson may with the consent of (and shall if directed by) a meeting adjourn the meeting from time to time and from place to place and alternate manner. Only business which could have been transacted at the original meeting may be transacted at a meeting adjourned in accordance with this paragraph or paragraph 21.

24 At least ten calendar days' notice (exclusive of the day on which the notice is given and of the day of the adjourned meeting) of a meeting adjourned due to the quorum not being present shall be given in the same manner as for an original meeting and that notice shall state the quorum required at the adjourned meeting. Subject as aforesaid, it shall not be necessary to give any other notice of an adjourned general meeting.

Voting

25 At a meeting which is held only as a physical meeting, each question submitted to a meeting shall be decided by a show of hands, unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairperson, the Issuer or one or more persons representing not less than 2 per cent. of the Notes.

26 Unless a poll is demanded, a declaration by the chairperson that a resolution has or has not been passed shall be conclusive evidence of the fact without proof of the number or proportion of the votes cast in favour of or against it.

27 If a poll is demanded, it shall be taken in such manner and (subject as provided below) either at once or after such adjournment as the chairperson directs. The result of the poll shall be deemed to be the resolution of the meeting at which it was demanded as at the date it was taken. A demand for a poll shall not prevent the meeting continuing for the transaction of business other than the question on which it has been demanded.

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

29 On a show of hands every person who is present in person and who produces a Note or Voting Certificate or is a proxy or representative has one vote. On a poll every person has one vote in respect of each nominal amount equal to the minimum specified denomination of the Notes so produced or represented by the Voting Certificate so produced or for which he is a proxy or representative. Without prejudice to the obligations of proxies, a person entitled to more than one vote need not use them all or cast them all in the same way.

30 In case of equality of votes the chairperson shall both on a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

31 At a virtual meeting or a hybrid meeting, a resolution put to the vote of the meeting shall be decided on a poll in accordance with paragraph 38 and any such poll will be deemed to have been validly demanded at the time fixed for holding the meeting to which it relates.

Effect and Publication of an Extraordinary Resolution, a Special Quorum Resolution and an Ordinary Resolution

32 An Extraordinary Resolution, a Special Quorum Resolution and an Ordinary Resolution shall be binding on all the Holders, 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, a Special Quorum Resolution or an Extraordinary Resolution to Holders within fifteen calendar days but failure to do so shall not invalidate the resolution.

Minutes

33 Minutes shall be made of all resolutions and proceedings at every meeting and, if purporting to be signed by the chairperson of that meeting or of the next succeeding meeting, shall be conclusive evidence of the matters in them. Until the contrary is proved every meeting for which minutes have been so made and signed shall be

deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

Written Resolutions and Electronic Consent

34 For so long as the Notes are in dematerialised form and settled through the NBB Securities Settlement System, then in respect of any matters proposed by the Issuer:

34.1 Where the terms of the resolution proposed by the Issuer have been notified to the Holders through the relevant clearing system(s) as provided in sub-paragraphs 34.1.1 and/or 34.1.2 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 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 Prevailing Principal Amount of the Notes outstanding (the "**Required Proportion**") by close of business on the Specified Date ("**Electronic Consent**"). Any resolution passed in such manner shall be binding on all Holders, even if the relevant consent or instruction proves to be defective. The Issuer shall not be liable or responsible to anyone for such reliance.

34.1.1 When a proposal for a resolution to be passed as an Electronic Consent has been made, at least fifteen calendar days' notice (exclusive of the day on which the notice is given and of the day on which affirmative consents will be counted) shall be given to the Holders through the relevant clearing system(s). The notice shall specify, in sufficient detail to enable Holders 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 "**Specified Date**") by which they must be received in order for such consents to be validly given, in each case subject to and in accordance with the operating rules and procedures of the relevant clearing system(s).

34.1.2 If, on the Specified Date on which the consents in respect of an Electronic Consent are first counted, such consents do not represent the Required Proportion, the resolution shall, if the party proposing such resolution so determines, be deemed to be defeated. Such determination shall be notified in writing to the Agent. Alternatively, the Issuer may give a further notice to Holders that the resolution will be proposed again on such date and for such period as determined by the Issuer. Such notice must inform Holders that insufficient consents were received in relation to the original resolution and the information specified in sub-paragraph 34.1.1 above. For the purpose of such further notice, references to "**Specified 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 paragraphs 6 and 7 above, unless that meeting is or shall be cancelled or dissolved.

34.2 To the extent Electronic Consent is not being sought in accordance with paragraph 34.1, a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in Prevailing Principal 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 Holders duly convened and held, provided that the terms of the proposed resolution have been notified in advance to the Holders 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 Holders. 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 with 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 NBB Securities Settlement System, Euroclear Bank, Clearstream 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 or the purposes of (b) above. Any resolution passed in such manner shall be binding on all Holders, even if the relevant consent or instruction proves to be defective. Any such certificate or other document shall be conclusive and binding for all purposes. 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 or a particular Prevailing Principal Amount of Notes is clearly identified together with the amount of such holding. The Issuer shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

35 A Written Resolution or Electronic Consent shall take effect as an Extraordinary Resolution, a Special Quorum Resolution or, if the context requires, an Ordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Holders whether or not they participated in such Written Resolution and/or Electronic Consent.

Additional provisions applicable to virtual and/or hybrid meetings

36 The Issuer (with the Agent's prior approval) may decide to hold a virtual meeting or a hybrid meeting and, in such case, shall provide details of the means for Holders or their proxies or representatives to attend, participate in and/or speak at the meeting, including the electronic platform to be used.

37 The Issuer or the chairperson (in each case, with the Agent's prior approval) may make any arrangement and impose any requirement or restriction as is necessary to ensure the identification of those entitled to take part in the virtual meeting or hybrid meeting and the suitability of the electronic platform. All documentation that is required to be passed between persons at or for the purposes of the virtual meeting or persons attending the hybrid meeting via the electronic platform (in each case, in whatever capacity) shall be communicated by email (or such other medium of electronic communication as the Agent may approve).

38 All resolutions put to a virtual meeting or a hybrid meeting shall be voted on by a poll in accordance with paragraphs 27-30 above (inclusive).

39 Persons seeking to attend, participate in, speak at or join a virtual meeting or a hybrid meeting via the electronic platform shall be responsible for ensuring that they have access to the facilities (including, without limitation, IT systems, equipment and connectivity) which are necessary to enable them to do so.

40 In determining whether persons are attending, participating in or joining a virtual meeting or a hybrid meeting via the electronic platform, it is immaterial whether any two or more members attending it are in the same physical location as each other or how they are able to communicate with each other.

41 Two or more persons who are not in the same physical location as each other attend a virtual meeting or a hybrid meeting if their circumstances are such that if they have (or were to have) rights to speak or vote at that meeting they are (or would be) able to exercise them.

42 The chairperson of the meeting reserves the right to take such steps as the chairperson shall determine in its absolute discretion to avoid or minimise disruption at the meeting, which steps may include (without limitation), in the case of a virtual meeting or a hybrid meeting, muting the electronic connection to the meeting of the person causing such disruption for such period of time as the chairperson may determine.

43 The Issuer (with the Agent's prior approval) may make whatever arrangements it considers appropriate to enable those attending a virtual meeting or a hybrid meeting to exercise their rights to speak or vote at it.

44 A person is able to exercise the right to speak at a virtual meeting or a hybrid meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, as contemplated by the relevant provisions of this Schedule.

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

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

45.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting who are entitled to vote at such meeting.

46 The Agent shall not be responsible or liable to the Issuer or any other person for the security of the electronic platform used for any virtual meeting or hybrid meeting or for accessibility or connectivity or the lack of accessibility or connectivity to any virtual meeting or hybrid meeting.

CLEARING

The Notes have been accepted for clearance through the NBB Securities Settlement System under the ISIN number BE6369832363 and Common Code 325438738 and will accordingly be subject to the NBB Securities Settlement System Regulations.

The Notes in circulation at any time will be registered in the register of registered securities of the Issuer in the name of the NBB (National Bank of Belgium, Boulevard de Berlaimont 14, B-1000 Brussels, Belgium).

The Notes may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994, holding their securities in an exempt securities account (X-account) that has been opened with a financial institution that is a direct or indirect participant in the NBB Securities Settlement System.

Access to the NBB Securities Settlement System is available through those of its direct and indirect participants whose membership extends to securities such as the Notes.

NBB Securities Settlement System participants include certain banks, stockbrokers (*sociétés de bourse*/ *beursvennootschappen*), and Euroclear Bank SA/NV ("**Euroclear**"), Euroclear France S.A. ("**Euroclear France**"), Clearstream Europe AG ("**Clearstream Frankfurt**"), Clearstream BankingS.A. ("**Clearstream Banking Luxembourg**"), SIX SIS AG ("**SIX SIS**"), Monte Titoli S.p.A. ("**Euronext Securities Milan**"), Interbolsa, S.A. ("**Euronext Securities Porto**"), LuxCSD S.A. ("**LuxCSD**"), IBERCLEAR ("**Iberclear**") and OeKB CSD GmbH ("**OeKB**"). Accordingly, the Notes will be eligible to clear through, and therefore accepted by, Euroclear, Euroclear France, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB and investors can hold their Notes within securities accounts in Euroclear, Euroclear France, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB or the other direct or indirect participants of the NBB Securities Settlement System.

Transfers of interests in the Notes will be effected between NBB Securities Settlement System participants in accordance with the rules and operating procedures of the NBB Securities Settlement System. Transfers between investors will be effected in accordance with the respective rules and operating procedures of the NBB Securities Settlement System participants through which they hold their Notes.

The Agent performs the obligations of paying agent as provided in the Agency Agreement and the Clearing Services Agreement.

The Issuer and the Agent will not have any responsibility for the proper performance by the NBB Securities Settlement System or its participants of their obligations under their respective rules and operating procedures.

DESCRIPTION OF THE ISSUER

This section should be read and construed in conjunction with (i) the audited consolidated annual financial statements of the Issuer as of and for the years ended 31 December 2023 and 31 December 2024, prepared in accordance with IFRS and with the legal and regulatory requirements applicable in Belgium, and the independent auditor's reports thereon, (ii) the unaudited condensed consolidated interim financial statements of the Issuer for the six months period ended 30 June 2025 prepared in accordance with IAS 34, as adopted by the European Union, and the related independent auditor's review report thereon and (iii) the solvency and financial condition report of 2024 of the Issuer, each of which are incorporated by reference into this Information Memorandum.

1 General overview of the Issuer and the Group

Overview

ageas SA/NV (the "**Issuer**" and "**Ageas**") is the parent company of an international insurance group (the Issuer and its consolidated subsidiaries being referred to as the "**Group**")[6] with a heritage spanning 200 years. Present in thirteen countries across Europe and Asia as at the date of this Information Memorandum, the Group offers life and non-life insurance solutions to millions of retail and business customers and is also engaged in reinsurance activities.

As an international insurance group, Ageas holds a leading position in the insurance market in Belgium and ranks among the market leaders in most of the countries in which it operates.[7] With a total workforce of about 50,000 people (including the non-consolidated partnerships) as at the date of this Information Memorandum, the Group is present in Belgium, the UK, Portugal, Turkey, China, Malaysia, India, Thailand, Vietnam, Laos, Cambodia, Singapore and the Philippines.

For the year ended 31 December 2024, the Group recorded gross inflows[8] of EUR 18.5 billion[9], split 63 per cent. / 37 per cent. between life insurance and non-life insurance. For the six months period ended 30 June 2025, the Group recorded gross inflows of EUR 10.5 billion[10], split 65 per cent. / 35 per cent. between life insurance and non-life insurance.

Incorporation

The Issuer was incorporated as "Fortis Capital Holding" on 16 November 1993. It changed its legal name to "ageas SA/NV" on 28 April 2010.

The Issuer is a company with limited liability (*société anonyme/naamloze vennootschap*) incorporated and existing under the laws of Belgium for an unlimited duration, with its seat at Manhattan Center, avenue du Boulevard 21, B-1210 Brussels, Belgium (telephone number: +32 (0)2 557 57 11) and registered with the Crossroads Bank for Enterprises (*Banque-Carrefour des Entreprises/Kruispuntbank van Ondernemingen*) under enterprise number 0451.406.524 (RLE Brussels, French-speaking division). The legal identifier code (LEI) of the Issuer is 5493005DJBML6LY3RV36. The website of the Issuer is www.ageas.com. The information set out on the website of the Issuer does not form part of this Information Memorandum (other

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[6] Investors should note that there is a specific definition of "Group" in the Conditions, which deviates from this.

[7] Source: management estimates computed by the Issuer.

[8] Gross inflows refer to the sum of gross written premiums of insurance contracts and amounts received from investment contracts without discretionary participation features. The inflows are calculated taking into account the Issuer's pro rata ownership in its operating companies (including non-controlled participations).

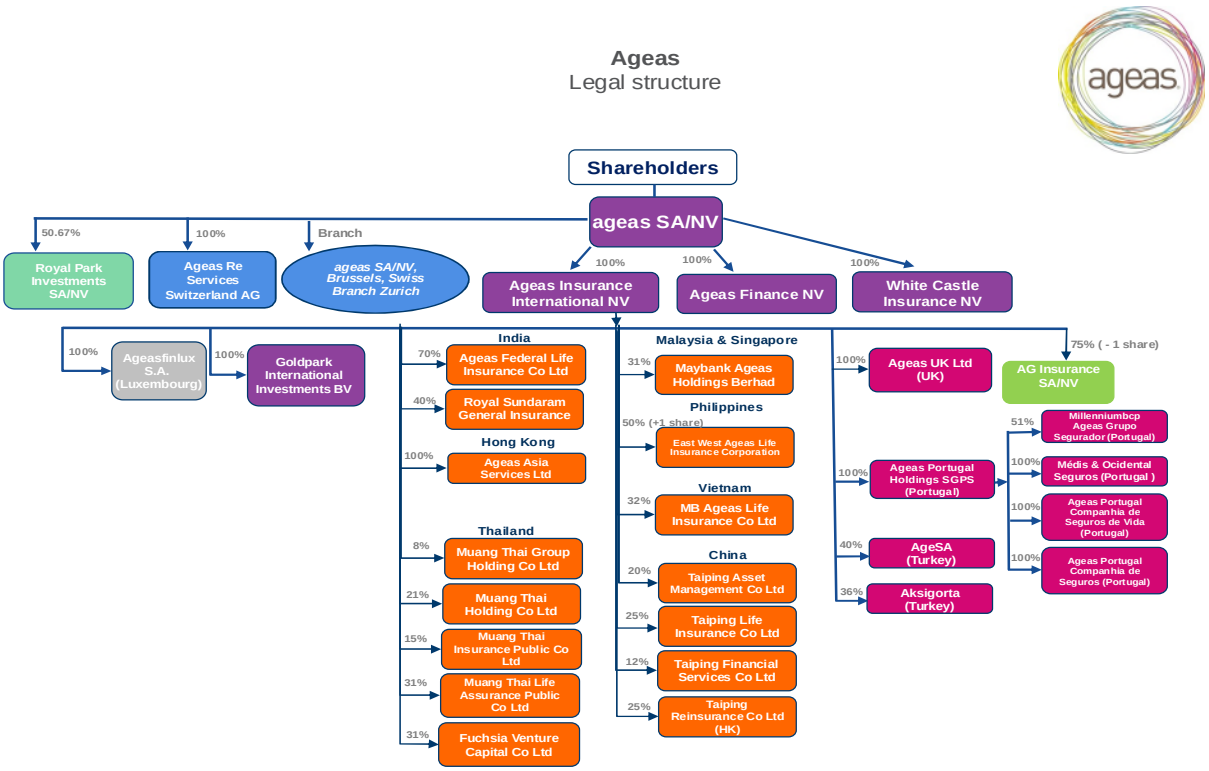
[9] Source: management reporting computed by the Issuer (Group-wide view at Ageas' share).

[10] Source: management reporting computed by the Issuer (Group-wide view at Ageas' share).

than any information which is expressly incorporated by reference herein as provided above under the section "*Documents incorporated by reference*").

Organisational structure

Set out below is a simplified structure of the Group formed by the Issuer and its subsidiaries as at the date of this Information Memorandum[11]:



2 Shareholding structure

Share capital

As at the date of this Information Memorandum, the registered capital of the Issuer amounts to EUR 1,590,019,077.44, represented by 198,938,286 fully paid up ordinary shares without nominal value. All shares are in dematerialised or registered form.

Authorised capital

The shareholders' meeting of the Issuer of 21 May 2025 granted the Board of Directors the authority to increase the share capital in one or more transactions, provided that this may not result in the share capital being increased by an amount exceeding EUR 150,000,000. The Board of Directors was given this authorisation for a period of three years (2025-2028) to the extent rules and regulations permit and to the extent it is exercised in the interest of the Issuer. This authority can be renewed in accordance with the provisions of the Belgian Companies and Associations Code.

[11] Note that this structure chart does not yet take into account the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis, as announced by the Issuer on 8 December 2025. For more information on this acquisition, please refer to section 10.

Any capital increase decided by the Board of Directors within the limits of the authorised capital may take the form, *inter alia*, of contributions in cash or in kind, of the incorporation, with or without issue of new shares, of available and non-available reserves, issue premiums and claims, and of the issue of convertible bonds or bonds carrying subscription rights, as well as of subscription rights which may or may not be attached to another transferable security, and with or without cancellation or limitation of the preferential subscription right of the existing shareholders as the case may be in favour of one or more specific persons.

Share buy-back programme

On 28 August 2024, the Issuer announced the decision of the Board of Directors to initiate a new share buy-back programme of the Issuer's outstanding shares for an amount of EUR 200 million. This followed the shareholders' authorisation granted on 15 May 2024 and, subsequently, the renewal of the authorisation by the shareholders' meeting of the Issuer of 21 May 2025.

The share buy-back programme started on 16 September 2024 and ended on 31 July 2025. The Issuer had mandated an independent broker to execute the programme through open market purchases on its behalf on Euronext Brussels.

Between 16 September 2024 and 31 July 2025, the Issuer bought back 3,910,230 of its outstanding shares, corresponding to 1.97% of the Issuer's total outstanding shares for an amount of EUR 200 million. Combined with the other treasury shares held by the Issuer, the total number of outstanding shares owned by the Issuer as at the date of this Information Memorandum amounts to 4.13% of the Issuer's total outstanding shares.

Shareholders' structure

The Issuer's shares are listed on Euronext Brussels, where it is part of the local blue chip Bel20 index. The shares are freely transferable.

Pursuant to the Belgian law of 2 May 2007 on the disclosure of significant shareholdings in issuers whose securities are admitted to trading on a regulated market and containing various provisions and the articles of association of the Issuer, shareholders whose participation in the Issuer's share capital crosses the threshold of 3 per cent., 5 per cent. and each successive multiple of 5 per cent., in either direction, are required to notify the Issuer and the Belgian Financial Services and Markets Authority (*Autorité des Services et Marchés Financiers/Autoriteit voor Financiële Diensten en Markten*) (the "**Belgian FSMA**") thereof.

According to the information available to the Issuer as at 3 July 2025 by virtue of the transparency declarations received by it, the main shareholders of the Issuer are the following:

Shareholder	Percentage	Date of the most recent transparency declaration
BNP PARIBAS	15.07 per cent.	13 February 2025
BlackRock, Inc.	7.78 per cent.	3 July 2025
FPIM – SFPI	6.33 per cent.	21 January 2022
ageas SA/NV (Issuer)	3.00 per cent.[12]	12 December 2024

[12] Following the acquisition of shares in the context of the share buy-back programme completed on 31 July 2025, the Issuer holds 4.13 per cent. of its outstanding shares as at the date of this Information Memorandum.

Shareholder agreements

The Issuer is not aware of any shareholder agreements that could restrict the transfer of securities of the Issuer and/or the exercise of voting rights in the context of a public acquisition bid.

On 8 December 2025, the Issuer announced the entry into a relationship agreement with BNP Paribas providing for, among other things, a limit of up to 25% minus one share for BNP Paribas group's shareholding in the Issuer. The agreement will have a five-year duration with an automatic renewal. BNP Paribas will, furthermore, be entitled to nominate one representative to the Issuer's Board of Directors. For more information, please refer to section 10.

3 Credit ratings of the Issuer

The Issuer is rated, at the request or with the cooperation of the Issuer in the rating process, by S&P, Fitch and Moody's (or their respective affiliates). The ratings (situation as at the date of this Information Memorandum) can be summarised as follows:

S&P *(Affirmed on 17 April 2025 following the announcement of the acquisition of esure)*	
Financial Strength Rating	A+ (stable outlook)
Issuer Credit Rating	A+ (stable outlook)
Fitch *(Affirmed on 20 October 2025)*	
Long-Term Issuer Default Rating	A+ (stable outlook)
Long-Term Insurer Financial Strength Rating	AA- (stable outlook)
Moody's *(Affirmed on 16 October 2024, with a subsequent press release on 15 April 2025 indicating that the acquisition of esure is seen as credit positive and a periodic review published on 29 October 2025)*	
Insurance Financial Strength Rating	A1 (stable outlook)
Long-Term Issuer Rating	A1 (stable outlook)

The description of the ratings can be found on the websites of the relevant rating agencies. No information from any such website is deemed to be incorporated by reference into, nor forms part of, this Information Memorandum. The Issuer does not take any responsibility for the information contained on any such website.

S&P, Fitch and Moody's are established in the EEA and registered under the CRA Regulation. As such, S&P, Fitch and Moody's are included in the list of registered credit rating agencies published by ESMA on its website (https://www.esma.europa.eu/supervision/credit-rating-agencies/risk) in accordance with the CRA Regulation.

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

4 Strategy

The Issuer, as a listed company, aims to create sustainable economic value for its shareholders by serving the interests of all its stakeholders. Meeting and exceeding customer expectations is central, benefiting employees, intermediaries, suppliers and communities involved.

The Group evolves continuously to remain competitive. Over the past three years, executing the "Impact24" growth strategy achieved most targets, driven by strong commercial progress and operational performance. Achievements include commitments to investors on earnings per share, dividend growth and net operating result guidance. Recognition for non-financial goals increased, evidenced by improved ESG scores, accolades such as top employer and the platinum Ecovadis label (AG Insurance), and high net promotor and employee net promotor scores.

Approaching the end of "Impact24", a solid foundation was established for "Elevate27", the new strategic plan for 2025-2027. "Elevate27" enhances previous strategies, embraces new local market nuances and focuses on generating additional stakeholder value leveraging the Group's strengths.

"Elevate27" rests on three strategic drivers: driving profitable growth, leading in technical insurance and operational excellence to sustain margins, and future-proofing distribution and enriching customer experience. These efforts leverage strengths, with the aim to accelerate performance for the coming years.

Key dynamics in "Elevate27" include continuing established excellence and accelerating efforts in new potential areas. Emphasising people, tech, data and AI capabilities is crucial, supporting ambitions and aligning actions with sustainability and long-term commitment within the Group's partnership DNA.

Drive profitable growth leverages strong presence in life and non-life insurance across Europe and Asia and a fully-fledged reinsurance arm. Focus remains on market segments aligned with core competencies, including accelerating offerings for small and medium-sized enterprises ("**SMEs**") and solutions for ageing populations, leaning on expertise in the over-50 customer segment.

Lead in technical insurance and operational excellence acknowledges the Group's strong track record, elevating leadership using technology, data and AI. Continued investment supports partners' digital transformations, ensuring customer-centric delivery as invisible and beneficial, maintaining financial discipline, risk culture, and leveraging Group synergies.

Future-proof distribution involves commitment across all channels, leveraging partnerships and AI for innovative propositions. Emphasising digital capabilities, particularly with traditional partners like banks, agents and brokers, and accelerating engagement with digital B2B2C platforms are priorities.

Achieving "Elevate27" builds on people and tech, data and AI as critical assets, confirming the commitment to delivering a great place to grow, deploying high-quality data management with over 300 AI initiatives. Harnessing Group strength offers resources, skills, economies of scale and methodologies benefiting all entities.

Sustainability and long-term thinking underpin actions. Leveraging 200 years of experience alongside "Impact24" successes strengthens efforts and investment case confidence. Targets are set for measuring financial and non-financial progress, including sustainable and inclusive world transition products, ESG ratings and accountability promises by 2027. Customer experience is a focus, aiming for top quartile net promotor scores, with partnership feedback actively addressed locally.

For investors, financial targets include the aims of average earnings per share growth of 6% to 8%, holding free cash flow over EUR 2.2 billion and shareholder remuneration over EUR 1.9 billion. Following the publication of the 2025 half-year results, these targets were updated to holding free cash flow over EUR 2.3 billion and shareholder remuneration over EUR 2.0 billion, while the earnings per share growth target of 6% to 8% was confirmed. Following the announcement on 8 December 2025 of the acquisition of the outstanding 25% stake in AG Insurance held by BNP Paribas Fortis, Ageas updated its "Elevate27" targets announcing an uplift after the closing of the transaction in the holding free cash flow target from EUR 2.3 billion to EUR 2.6 billion and the shareholder renumeration target from EUR 2.0 billion to EUR 2.2 billion. For more information on this acquisition, please refer to section 10.

For employees, the Group aims to be a great place to grow, demonstrated by top quartile employee net promotor scores and the aim to achieve 40% women representation in senior and middle management. Sustainability drives decisions about products, investments, and emissions, receiving external ESG initiative recognition:

- products: aim for 35%+ of GWP from products fostering a sustainable, inclusive world;
- ESG ratings: aim for top quartile with 3 of 6 active agency engagements.

5 Principal activities[13]

The main business activities of the Group can be divided into three categories: insurance, reinsurance and real estate.

Insurance

The Group operates in both the life insurance business and the non-life insurance business.

The life insurance business includes insurance contracts covering risks related to the life and death of individuals. Life business also includes investment contracts with and without discretionary participation features.

The non-life business comprises four lines of business:

- accident and health insurance;
- car and motor insurance;
- fire insurance; and
- other damage to property, covering the risk of property losses or claims liabilities.

The focus of the Group's insurance activities lies on the European and Asian market and it operates both through majority shareholdings as well as joint ventures. To enter the Asian market, joint ventures have been set up with local third parties in order to get access to the existing broad client base of local players, where the Group is regarded as an experienced insurance market player.

Reinsurance

In 2015, Intreas N.V. ("**Intreas**") was set up in the Netherlands as the Group's internal reinsurance company. Intreas mostly underwrote reinsurance treaties to a maximum of 50 per cent. in the local reinsurance programmes of the Group's operating group entities. Through participation in the local programmes on the terms and conditions agreed by the operating group entities with their external reinsurers, the arm's length nature of the transactions was ensured. Intreas acquired a global retrocession programme in the external reinsurance market.

In June 2018, the Issuer received the approval from the NBB to organise and operate reinsurance operations. The development of these activities was intended to increase the fungibility of capital within the Group, giving the Issuer greater flexibility and agility to execute its strategy. In January 2019, Intreas transferred its activities to the Issuer and since then the Issuer has been the sole legal entity within the Group which is active in intragroup reinsurance. Intreas was liquidated at the end of 2019. Since 2020, Ageas also holds a 25 per cent. stake in Taiping Re. Taiping Re's business activities include life and non-life reinsurance across

[13] Source: management estimates and/or reporting computed by the Issuer.

the world. Headquartered in Hong Kong, Taiping Re has subsidiaries in Beijing and London, a branch in Labuan, Malaysia, as well as representative offices in Japan and Macau.

In September 2022, Ageas started third-party reinsurance activities through Ageas Re. By developing the reinsurance activity through writing third-party business, Ageas aims to optimise the use of surplus capital and further increase the benefits diversification. Since the "Impact24" strategic plan (which preceded "Elevate27"), reinsurance has been identified as a key engine for future growth. Ageas currently sees favourable market conditions in terms of pricing, but also attractive trends in the reinsurance market, which is expected to offer opportunities to start building new and long-term client relationships. The main underwriting focus is property and casualty reinsurance, which is deemed to complement the business the Group has through its investment in Taiping Re. Ageas initiated these activities with renewals starting on 1 January 2023.

Real estate

AG Insurance, the subsidiary of the Issuer, owns 100 per cent. of the shares in AG Real Estate SA/NV. With a diversified portfolio, AG Real Estate is one of the largest real estate groups in Belgium. Its portfolio contains direct and indirect real estate holdings, primarily, but not exclusively, in Europe (mainly Belgium, France, Luxembourg and certain other select European markets), as well as investments across all asset classes (mixed use projects, offices, residential, retail, nursing homes and schools).

Its core activities include real estate development, asset management, property management, real estate financing and public car park management.

6 Principal markets[14]

The Issuer mainly engages in three distinct regions: Belgium (through its subsidiary AG Insurance), Europe and Asia. The services in these regions are served through a combination of wholly owned subsidiaries and partnerships with strong financial institutions and key distributors.

Belgium

AG Insurance is the principal operating company of the Group and the market leader in the Belgian insurance market, with a 28.3 per cent. market share in life insurance (in terms of gross written premiums) and a 16.7 per cent. market share in non-life insurance (in terms of gross written premiums) at the end of December 2023[15].

AG Insurance is a composite insurer offering a broad range of products that cover the needs of both individuals and companies. It distributes its products through independent insurance brokers and branches of BNP Paribas Fortis, as well as directly in a "business to business" context.

Through AG Insurance's subsidiary AG Real Estate SA/NV, the Group furthermore manages a diversified portfolio of real estate assets.

On 8 December 2025, the Issuer announced the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis. As part of the acquisition, AG Insurance and BNP Paribas Fortis have re-confirmed their collaboration by means of a bancassurance agreement with a duration of fifteen years, starting as from 2027. For more information on this acquisition, please refer to section 10.

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[14] Source: management estimates and/or reporting computed by the Issuer, unless indicated otherwise.

[15] Source: AG Insurance.

Europe

Ageas is active in three additional markets in Europe: the United Kingdom, Turkey and Portugal. Through a number of wholly owned subsidiaries and joint ventures, the Group offers a broad range of insurance products and services spanning both life and non-life. Customers can access products through a variety of different distribution channels, ranging from bank branches, brokers and agents, and mobile solutions are being developed in all markets to meet the expectations of customers.

Ageas UK offers non-life insurance products through a range of channels, including brokers, price comparison websites, high-profile affinity partners and directly to the customer through its own brands. At the end of 2024, Ageas UK reached an agreement with Saga plc for a 20-year partnership to distribute personal lines motor and home insurance products to Saga's customers in the UK. On 1 July 2025, Ageas completed the acquisition of Saga's insurance underwriting business. Saga is well-knows as a UK-based specialist in products and services for individuals over 50.

On 29 September 2025, Ageas completed the acquisition of UK-based digital insurer esure, creating a top-3 personal lines platform in the UK. This strategic acquisition strengthens Ageas' presence in Europe and expands its UK market reach, particularly in the price comparison website ("**PCW**") channel. For more information on this acquisition, please refer to section 10.

Ageas Seguros, a new name to the Portuguese insurance market in 2017, is already a well-recognised insurance brand with customers. Portugal is also home to Médis, a market leader in the health insurance and a recognised customer reference point for healthcare. The Group is furthermore active in Portugal through a partnership with Banco Comercial Português and through a stake in Millenniumbcp, a joint venture set up together with Banco Comercial Português.

In Turkey, the Group operates life and non-life insurance businesses. AgeSa, a joint venture with long-standing partner Sabanci Holding, is the fifth largest life insurance company and a leading private pension provider in Turkey.

Asia

The Group operates in nine countries in Asia, including China, Malaysia, Thailand, India, the Philippines and Vietnam, through well-established partnerships with highly respected local partners and financial institutions. Many of these partnerships date back more than a decade, providing important access to customers and knowledge of the local market. Together, the Group and its partners serve around 27 million customers across the region supported by a regional office in Hong Kong. In the main markets in which the Group is present in Asia, it enjoys a strong market position and excellent market recognition. In support of its partners' own expansion plans, the Group also provides insurance services in Laos, Cambodia and Singapore.

Across the region, a range of life and non-life insurance products are offered through different channels of choice, including agents, brokers, bank branches and digital solutions.

On 20 May 2024, Ageas announced that an agreement had been concluded with China Taiping Insurance Holdings (CTIH) to subscribe to a capital increase in its wholly controlled subsidiary Taiping Pension Co., Ltd for a total cash consideration of RMB 1,075 million (approximately EUR 137 million). The closing of the transaction is expected to take place in the first quarter of 2026.

7 Risk management

The Issuer has put in place a risk management framework to ensure that all risks within the Group are understood and effectively managed. For more information, please also refer to the risk management section

in the 2024 annual report of the Issuer, which is incorporated by reference into this Information Memorandum.

As a multinational insurance provider, the Group aims to create value through the acceptance, warehousing and transformation of risks that can be properly managed either at the individual or at the overall portfolio level. The Group's insurance operations provide both life and non-life insurances. As such, they face a number of risks that, whether internal or external, may affect the Group's operations, its earnings, its share price, the value of its investments or the sale of certain products and services. Besides insurance operations, the general account mainly comprises activities not related to the core insurance business, Group risk & finance and other holding activities.

The Group's overall risk strategy consists of:

- maximising shareholder value within the constraints of the Group's risk appetite framework (including franchise quality, i.e., the quality of intangible assets (such as brand, human capital, corporate culture and knowledge) embedded in the Group and contributing to future growth), while taking into account the protection of policyholders. The Group's risk taking is both controlled and directed towards businesses that provide attractive risk-adjusted returns;
- avoiding undesired concentrations of exposure to either an individual risk or collective risk. This is achieved by having consistent limit systems in place and policies for all risk categories both at the Group and business levels;
- taking risks that the Group understands and that it can value and manage appropriately (either at the individual or overall portfolio level). The Group does not take risks of which the consequences and potential losses are unclear or unlimited;
- integrating risk management into strategic (i.e., annual strategic planning) and decision making processes;
- using models as an intrinsic part of gathering information, determining forecasts and projections based on specific events and parameters. Models are complemented by expert judgement, which are jointly fundamental in the business and risk strategies; and
- creating an open environment conductive to effective communications about risks and risk management throughout the Group.

A key component of the Group's risk management and control framework is defining and implementing a risk appetite and ensuring that the risk profile is kept within it. The risk appetite framework of the Group provides the formal boundaries for risk taking. This includes the following:

- risk capacity: this relates to the maximum amount of risk that the Group can bear, taking into account the capital and solvency base, without entering into a full business recovery situation;
- risk appetite: this represents the maximum amount of risk which the Board of Directors of the Issuer is willing to take or accept to achieve the Group's strategic and business objectives, including the preservation of the long-term strength of the Group and the trust of all key shareholders and stakeholders. Appetite is translated by risk tolerances and limits (i.e., how much risk can be allowed at a given time); and
- risk profile: this relates to the management's assessment of the Group's current risk position, considering the current risk consumption.

In this respect, the Issuer has set for itself a neutral Solvency II capital level of 175% (in Pillar II).

The embedding of the risk strategy takes place in the performance management cycle, articulated around the annual strategic planning and Own Risk and Solvency Assessment process, supported by relevant modelling approaches.

Solvency II requires insurance and reinsurance undertakings to establish and implement a risk management system which overall comprises the following elements: Risk Strategy & Objectives, Risk Governance Framework, Risk Policy Framework and Risk Reporting Framework.

To this end, the Group has established and implemented an Enterprise Risk Management ("**ERM**") framework, which encompasses key components that act as a supporting foundation of the risk management system. The Group's ERM can be defined as the process of systematically and comprehensively identifying critical risks, assessing their impact and implementing integrated strategies to provide reasonable assurance regarding the achievement of the Group's objectives. The Group's ERM framework sets the below high level objectives:

- it defines a risk appetite to ensure that the risk of insolvency is constantly managed within acceptable levels, and that the risk profile is kept within set limits;
- it influences a strong culture of risk awareness whereby managers carry out their duty to understand and be aware of the risks to their business, manage them adequately and report them transparently;
- it ensures identification and validation, assessment and prioritisation, recording, monitoring and management of risks which affect, or can affect, the achievement of strategic and business objectives;
- it supports the decision-making process by ensuring that consistent, reliable and timely risk information is available to decision makers; and
- it embeds strategic risk management into the overall decision-making process.

8 Insurance supervision and regulation

Introduction

The powers relating to prudential supervision are exercised by the NBB. The Belgian FSMA is in charge of supervision with regard to conduct of business rules and insurance intermediaries.

The prudential supervision of insurance and reinsurance companies is the responsibility of the NBB. As an insurance holding company and a licensed reinsurance company, the Issuer is supervised by the NBB in relation to its capital, liquidity and solvency requirements, internal governance and organisation and fit and proper assessment of management and shareholders.

Insurance supervision and regulation in Belgium

The authorisation and supervision of insurance and reinsurance undertakings is governed by the Belgian law of 13 March 2016 on the statute and supervision of insurance and reinsurance undertakings (the "**Insurance Supervision Law**").

The Insurance Supervision Law, among other things, implements the Solvency II Directive. It sets forth the conditions under which insurance and reinsurance companies may operate in Belgium and defines the regulatory and supervisory powers of the NBB. It aims to protect policyholders, insureds and beneficiaries of insurance contracts and transactions, as well as to ensure the stability and proper functioning of the financial system. Its most important aspects are the solvency and risk management, regulatory norms and obligations and governance.

Furthermore, the Belgian law of 4 April 2014 on insurances (the "**Insurance Law**") governs the activity of insurance and reinsurance distribution, as well as other areas. It also transposes, among others, the Insurance Distribution Directive (Directive (EU) 2016/97). The Belgian FSMA serves as the national competent authority overseeing insurance and reinsurance distribution.

The Insurance Law is a critical piece of legislation designed to regulate and oversee the insurance industry. Its objectives are consumer protection, market stability, transparency and regulatory compliance. It defines the regulatory and supervisory powers of the Belgian FSMA.

Supervision of insurance and reinsurance companies

All Belgian insurance and reinsurance companies must obtain a licence from the NBB before they may commence operations. To obtain a licence and maintain it, each insurance and reinsurance company must fulfil numerous conditions, including certain minimum capital requirements. This requires the calculation of best estimate cash flows, raised with a risk margin, which together with the risk margin forms the technical provisions. In addition, a Solvency Capital Requirement ("**SCR**") and a Minimum Capital Requirement ("**MCR**") should be calculated and respected. The SCR is the capital an insurer needs to limit the default risk to less than 0.5 per cent. in the next twelve months. The MCR is the capital an insurer needs to limit the default risk to less than 15 per cent. in the next twelve months.

Any person who intends to acquire (either directly or indirectly, acting alone or in concert with third parties) a "qualifying holding" in an insurance or reinsurance company (i.e., 10 per cent. or more of the capital or the voting rights or, as the case may be, less than 10 per cent. when the relevant direct or indirect shareholder can carry out significant influence over the management of the insurance or reinsurance company) must notify the contemplated transaction to the NBB prior to such transaction and be of "fit and proper" character to ensure proper and prudent management of the insurance or reinsurance company. Moreover, any shareholder wishing to increase an existing qualifying holding in such a way that the proportion of its voting rights or capital held will reach or cross a threshold of 20 per cent., 30 per cent. or 50 per cent., or to any stake that allows it to exercise control over the company, must disclose this to the NBB. Such notification and prudential assessment to which it gives rise must take place prior to the actual acquisition. If the NBB considers that the influence of such a shareholder in an insurance or reinsurance company jeopardises its sound and prudent management, it may oppose such transaction. Furthermore, a shareholder who wishes to sell its participation or a part thereof, which sale would result in his shareholding dropping below any of the above-mentioned thresholds, must notify the NBB thereof sufficiently in advance. The Belgian insurance or reinsurance company itself is obliged to notify the NBB of any such transfer when it becomes aware of it. In addition, any person (either directly or indirectly, acting alone or in concert with third parties) acquiring 5 per cent. of the capital or voting rights, but without acquiring a "qualifying holding", must also notify the NBB thereof for information purposes.

The Insurance Supervision Law requires insurance companies to provide detailed periodic financial information to the public and the NBB (e.g. through the Solvency and Financial Conditions Reporting ("**SFCR**") and the Regular Supervisory Report ("**RSR**")). The NBB also supervises the enforcement of laws and regulations with respect to the accounting principles applicable to insurance companies.

Pursuant to the Insurance Supervision Law, the NBB may, to exercise its prudential supervision, require that all information with respect to the financial position and the transactions of an insurance or reinsurance company be provided to it, either by the insurance or reinsurance company itself or by its affiliated companies. The NBB may supplement these communications by on-site inspections. The NBB also exercises its comprehensive supervision of insurance companies through independent auditors who collaborate with the NBB in its prudential supervision. An insurance or reinsurance company selects its independent auditors from among the list of auditors or audit firms accredited by the NBB. The NBB's

approval is also required for certain decisions of insurance and reinsurance companies which are deemed 'strategic decisions'.

If an insurance or reinsurance company does not meet the required capital requirements, the NBB may restrict or prohibit the company's free use of its assets. The NBB may also require that a recovery plan be prepared in view of a possible risk of a significant deterioration in the financial position of an insurance or reinsurance company and if it no longer meets the MCR, its licence should in principle be withdrawn. In general, if the NBB finds that an insurance or reinsurance company is not operating in accordance with the provisions of the Insurance Supervision Law, that its management policy or its financial position is likely to prevent it from honouring its commitments or that its administrative and accounting procedures or internal control systems present deficiencies, it will set a deadline by which the situation must be rectified. If the situation has not been rectified by the deadline, the NBB has the power to, amongst others, appoint a special commissioner, to replace management, to prohibit or limit certain activities and to dispose of all or part of its activities.

Insurance governance

The Insurance Supervision Law puts a lot of emphasis on the solid and efficient organisation of insurance companies and introduces to that effect *inter alios* a dual governance structure at management level, specialised advisory committees within the Board of Directors (audit committee, risk committee and remuneration committee), independent control functions, and sound remuneration policies.

Belgian law and regulatory practices make a fundamental distinction between the management of insurance activities, which is the competence of the executive committee, and the supervision of management and the definition of the insurance company's general policy, which is entrusted to the Board of Directors. In order to ensure that such a distinction is maintained, Belgian regulatory practices require an insurance company and its principal shareholders to underwrite "internal governance rules" to ensure the autonomy of the insurance function and the proper governance of the insurance company. The rules also require the principal shareholders of an insurance company to contribute to the institution's autonomy and stability.

Pursuant to the Insurance Supervision Law, the members of the executive committee and of the Board of Directors need to permanently have the required professional reliability and appropriate experience. The same goes for the responsible persons of the independent control functions. The NBB's circular regarding prudential expectations with respect to corporate governance contains recommendations to assure the autonomy of the insurance function, the organisation of the independent control functions, the fit and proper standards and the proper governance of the insurance company.

Solvency II

Solvency II is the EU-wide regime for the prudential regulation of insurance and reinsurance undertakings. Solvency II is a framework directive; most of the details of the rules are set out in the Solvency II Regulations. The European Insurance and Occupational Pension Authority ("**EIOPA**") has issued supervisory standards, recommendations and guidelines intended to enhance convergent and effective application of Solvency II and to facilitate cooperation between national supervisors. EIOPA guidance is not binding on supervisory authorities, although there is a 'comply or explain' requirement in relation to the guidance. The NBB generally complies with EIOPA guidelines and incorporates them into its supervisory framework.

Solvency II has three pillars that have impacted how the Issuer manages risk and how it reports to regulators, policyholders and shareholders:

- Pillar I relates to the quantitative requirements and introduces a risk based methodology to calculating the Issuer's SCR, MCR and corresponding coverage ratios. Insurers are required to calculate the level of capital required based on their unique risk profile;
- Pillar II incorporates qualitative governance requirements, including the way the risk management function operates within the business and how key systems and controls are documented and reviewed; and
- Pillar III relates to enhanced and standardised disclosure requirements, including increased transparency of the risk strategy and risk appetite of the business.

Solvency II classifies different forms of capital into three 'tiers' which distinguish between forms of capital based on its ability to absorb losses. Tier 1 capital, such as common equity and retained earnings, is the highest quality of capital and must be able to absorb losses on a day-to-day, 'going-concern' basis. Tier 1 capital may be restricted (i.e., subject to certain restrictions in terms of capital benefit) or unrestricted. Tier 2 capital is of a lower quality and is available to absorb losses on insolvency. Tier 3 capital is the lowest quality of capital permitted and has only limited loss-absorbing capacity.

The Issuer has prepared and published its SFCR, which provides a standardised disclosure of performance, risk management and capital position. The Issuer uses a regulatory approved partial internal model ("**PIM**") to measure its solvency capital requirement under Pillar I, which sets out quantitative requirements. For internal management purposes, the Issuer supplements the PIM non-life with its own internal view to measure its solvency capital requirements under Pillar II, setting out requirements for governance and risk management. More specifically, on top of the PIM non-life, the Issuer enhances the standard formula with the following elements: (i) reviewed spread risk treatment by including a fundamental spread for EU sovereign (and equivalent) exposures and excluding non-fundamental spread on other debt, (ii) an internal model for real estate, in Belgium and (iii) exclusion of transitional measures (applicable in Portugal).

In the coming years, Solvency II will continue to develop and form the way the Issuer manages risk and capital. Solvency II is subject to review and amendment from time to time. The Level II Regulations of Solvency II were most recently amended by Regulation (EU) 2021/1256. In addition, in January 2025 the IRRD and Directive (EU) 2025/2 amending the Solvency II Directive were enacted, and must be transposed into Belgian law by 29 January 2027. These introduce changes to the industry's solvency framework and prudential regime. The IRRD in particular introduces a regulatory framework aimed at strengthening the stability and resilience of the European insurance sector. Similar to what exists in the banking sector, the IRRD introduces measures to ensure that supervisors such as the NBB can, in case of financial difficulty, take necessary measures to effectively protect policyholders, maintain financial stability and minimise reliance on public funds.

Further changes to the Level II Regulations of the Solvency II framework are expected to partially address, among others, design issues with the volatility adjustment mechanism under Pillar I, which fails to achieve its purpose of compensating shorter-term spreads volatility to which insurers, typically holding bonds to maturity, have limited exposure.

9 Key financial figures and Solvency II position

Overview[16]

Gross inflows for the six months period ended 30 June 2025 amounted to EUR 10.5 billion year-to-date, which was 4 per cent.[17] higher than for the six months period ended 30 June 2024 (EUR 18.5 billion for the year ended 31 December 2024, which was 10 per cent. higher than for the year ended 31 December 2023). Total inflows in Asia for the six months period ended 30 June 2025 amounted to EUR 5.2 billion, which was up 5 per cent. compared to the six months period ended 30 June 2024 (EUR 8.6 billion for the year ended 31 December 2024, which was up 7 per cent. compared to the year ended 31 December 2023). Inflows in Europe for the six months period ended 30 June 2025 amounted to EUR 2.1 billion year-to-date, down 5 per cent. compared to the six months period ended 30 June 2024 (EUR 4.2 billion for the year ended 31 December 2024, which was up 24 per cent. compared to the year ended 31 December 2023). In Belgium, inflows for the six months period ended 30 June 2025 amounted to EUR 2.9 billion year-to-date, up 8 per cent. compared to the six months period ended 30 June 2024 (EUR 5.3 billion for the year ended 31 December 2024, which was up 5 per cent. compared to the year ended 31 December 2023). Inflows for third-party reinsurance for the six months period ended 30 June 2025 amounted to EUR 0.3 billion year-to-date, up 49 per cent. compared to the six months period ended 30 June 2024 (EUR 0.2 billion for the year ended 31 December 2024, which was up compared to EUR 0.1 billion for the year ended 31 December 2023).

Life inflows for the six months period ended 30 June 2025 amounted to EUR 6.8 billion year-to-date, up 6 per cent. compared to the six months period ended 30 June 2024 (EUR 11.7 billion for the year ended 31 December 2024 and EUR 11.2 billion for the year ended 31 December 2023). Non-life inflows for the six months period ended 30 June 2025 amounted to EUR 3.6 billion year-to-date, up 1 per cent. compared to the six months period ended 30 June 2024 (EUR 6.8 billion for the year ended 31 December 2024 and EUR 6.0 billion for the year ended 31 December 2023).

Ageas' net result attributable to shareholders for the six months period ended 30 June 2025 amounted to EUR 677 million year-to-date (EUR 1,118 million for the year ended 31 December 2024 and EUR 953 million for the year ended 31 December 2023).

Ageas' net operating result for the six months period ended 30 June 2025 amounted to EUR 734 million year-to-date (EUR 1,240 million for the year ended 31 December 2024 and EUR 1,166 million for the year ended 31 December 2023).

The Group's non-life combined ratio[18] for the six months period ended 30 June 2025 was 92.1 per cent. (93.3 per cent. for the year ended 31 December 2024 and 93.3 per cent. for the year ended 31 December 2023). In Belgium, the combined ratio for the six months period ended 30 June 2025 was 89.6 per cent. (91.8 per cent. for the year ended 31 December 2024 and 89.4 per cent. for the year ended 31 December 2023).

In Europe, the combined ratio for the six months period ended 30 June 2025 was 93.3 per cent. (94.8 per cent. for the year ended 31 December 2024 and 95.9 per cent. for the year ended 31 December 2023). In Asia, the combined ratio for the six months period ended 30 June 2025 was 95.6 per cent. (96.4 per cent. for the year ended 31 December 2024 and 97.2 per cent. for the year ended 31 December 2023). In reinsurance, the third-party business combined ratio for the six months period ended 30 June 2025 was 83.7 per cent.

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[16] Source: management reporting computed by the Issuer (Group-wide view at Ageas' share).

[17] Growth is expressed at constant FX.

[18] The combined ratio is a relative measure for the underwriting profitability of the non-life business. It is the total of (non-life) expenses, claims incurred and reinsurance result as a percentage of (non-life) insurance revenues.

(77.8 per cent. for the year ended 31 December 2024 and 99.6 per cent. for the year ended 31 December 2023).

The total life margin[19] on guaranteed products for the six months period ended 30 June 2025 was 135 basis points (149 basis points for the year ended 31 December 2024 and 124 basis points for the year ended 31 December 2023). In Belgium, the margin on guaranteed products for the six months period ended 30 June 2025 was 92 basis points (98 basis points for the year ended 31 December 2024 and 100 basis points for the year ended 31 December 2023). In Europe, the margin on guaranteed products for the six months period ended 30 June 2025 was 357 basis points (343 basis points for the year ended 31 December 2024 and 204 basis points for the year ended 31 December 2023). In Asia, the margin on guaranteed products for the six months period ended 30 June 2025 was 158 basis points (183 basis points for the year ended 31 December 2024 and 144 basis points for the year ended 31 December 2023).

The total unit-linked margin for the six months period ended 30 June 2025 was 40 basis points (41 basis points for the year ended 31 December 2024 and 39 basis points for the year ended 31 December 2023). In Belgium, the margin for the six months period ended 30 June 2025 was 43 basis points (45 basis points for the year ended 31 December 2024 and 43 basis points for the year ended 31 December 2023). In Europe, the margin for the six months period ended 30 June 2025 was 26 basis points (24 basis points for the year ended 31 December 2024 and 20 basis points for the year ended 31 December 2023).

The operational capital generation for the six months period ended 30 June 2025 amounted to EUR 1.1 billion year-to-date (EUR 2.2 billion for the year ended 31 December 2024 and EUR 1.8 billion for the year ended 31 December 2023).

As at 30 June 2025, the investment portfolio was allocated as follows: 41 per cent.[20] in sovereign bonds (with no or immaterial allocation to US treasuries), 21 per cent. in corporate bonds, 12 per cent. in loans, 9 per cent. in real estate, 7 per cent. in unquoted investment funds, 6 per cent. in cash and 5 per cent. in equities.

The financial leverage ratio[21] as at 30 June 2025 (including the GBP 400 million senior notes issued in July 2025) was 22.4 per cent. (17.6 per cent. as at 31 December 2024 and 18.3 per cent. as at 31 December 2023).

The graph below shows the redemption profile of the Group's outstanding debt issuances as at 30 June 2025:

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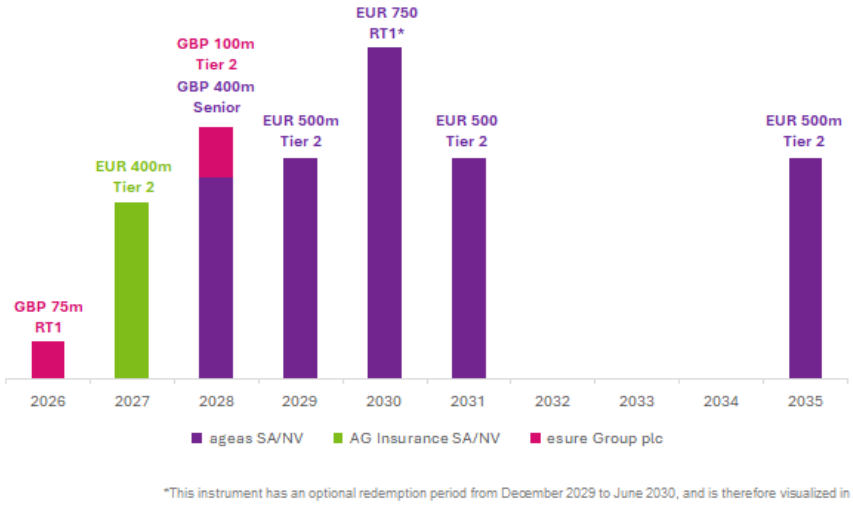
[19] For life activities, the operating margin relates to the annualised insurance result of the period divided by the average life insurance and investment contract liabilities of the period, excluding unrealised gains/losses thereon.

[20] Source: management reporting computed by the Issuer (view at Ageas' share for Belgium, Europe and Reinsurance).

[21] Financial leverage ratio on IFRS17 accounting base, calculated as (total financial leverage / total equity + 100% conso CSM net of tax + total financial leverage).



The comprehensive shareholders' equity as at 30 June 2025 was EUR 16.0 billion (EUR 16.1 billion as at 31 December 2024 and EUR 15.6 billion as at 31 December 2023). The comprehensive shareholders' equity per share as at 30 June 2025 was EUR 83.78 billion (EUR 88.14 as at 31 December 2024 and EUR 85.04 as at 31 December 2023).

The own funds of the Group as calculated for regulatory purposes (Pillar I) amounted to EUR 8.6 billion as at 30 June 2025 (EUR 7.4 billion as at 31 December 2024). This led to a Solvency II Pillar I ratio of 210 per cent. (183 per cent. as at 31 December 2024).

The own funds of the Group as calculated for management purposes (Pillar II) amounted to EUR 9.0 billion as at 30 June 2025 (EUR 7.9 billion as at 31 December 2024) leading to a Solvency II Pillar II ratio of 240 per cent. (218 per cent. as at 31 December 2024). The own funds of the Group as at 30 June 2025 included approximately EUR 1.0 billion of capital reserved to finance the acquisition of esure. For more information on this acquisition, please refer to section 10.

The table below sets out the Solvency ratio of the Group as at 30 June 2025 and 31 December 2024:

Solvency Ratio – Pillar I	**30 June 2025**	**31 December 2024**
Group total		
Total Eligible Solvency II Own Funds to meet the SCR (in millions of EUR)	8,617	7,400
SCR (in millions of EUR)	4,107	4,033
SCR Coverage Ratio (in percentage)	**210**	**183**

The residual regulatory capacity to recognise subordinated liabilities as part of own funds of the Group amounted to EUR 847 million as at 30 June 2025 (EUR 1,140 million as at 31 December 2024).

The table below provides the Minimum Group consolidated SCR Coverage Ratio:

Minimum Group Consolidated SCR Coverage Ratio – Pillar I	**30 June 2025**	**31 December 2024**
Total Eligible Solvency II Own Funds to meet the minimum consolidated Group SCR (in millions of EUR)	7,219	6,512
Minimum consolidated Group SCR (in millions of EUR)	2,116	2,161
Minimum Group Consolidated SCR Coverage Ratio (in percentage)	**341**	**301**

The tables below outline the detail of the Group SCR as well as the Group Consolidated own funds as at 30 June 2025 and 31 December 2024:

Group Consolidated SCR – Pillar I (in millions of EUR)	**30 June 2025**	**31 December 2024**
Market Risk	4,531	4,605
Counterparty Default Risk	268	255
Life Underwriting Risk	1,821	1,597
Health Underwriting Risk	440	453
Non-life Underwriting Risk	1,254	1,209
Diversification between above mentioned risks	(2,373)	(2,244)
Non Diversifiable Risks	651	652
Loss-Absorption through Technical Provisions	(1,845)	(1,794)
Loss-Absorption through Deferred Taxes	(640)	(700)
Group Required Capital under Partial Internal Model (SCR)	**4,107**	**4,033**
Impact of Non-life Internal Model on Non-life & Health Underwriting Risk	145	153
Impact of Non-life Internal Model on Diversification between risks	(62)	(70)
Impact of Non-life Internal Model on Loss-Absorption	15	23
Group Required Capital under the SII Standard Formula	**4,204**	**4,139**

Group Consolidated own funds – Pillar I (in millions of EUR)	**30 June 2025**	**31 December 2024**
Unrestricted Tier 1 Own Funds	5,929	5,219
Restricted Tier 1 Own Funds	868	862
Tier 2 Own Funds	1,783	1,286

Tier 3 Own Funds	39	34
Total Group Consolidated Own Funds	8,617	7,400

The table below provides the sensitivities of the Group Solvency position according to Pillar I as at 31 December 2024:

Group consolidated Solvency sensitivities – Pillar I **as at 31 December 2024**	**Own Funds (in millions of EUR)**	**Solvency Capital Requirement (in millions of EUR)**	**Solvency Ratio**	**Impact Solvency Ratio**
Base Case	7,400	4,033	**183%**	-
Interest Rates Down -50bps	7,416	4,155	**178%**	**-5%**
Interest Rates Up +50bps	7,350	3,954	**186%**	**2%**
Yield curve steepening	7,502	4,040	**186%**	**2%**
Equity Down -25 per cent.	6,821	3,897	**175%**	**-8%**
Equity Up +25 per cent.	7,922	4,088	**194%**	**10%**
Property Down -10 per cent.	7,167	4,102	**175%**	**-9%**
Property Up +10 per cent.	7,612	3,957	**192%**	**9%**
Inflation – parallel shock +50bps	7,418	4,022	**184%**	**1%**
Spread Up Corporate Bonds +50bps	7,388	3,959	**187%**	**3%**
Spread Up Sovereign Bonds +50bps	6,995	4,255	**164%**	**-19%**

A 50 basis points widening in corporate spreads positively affects the Pillar I Solvency II ratio. This positive impact arises from the EIOPA-defined 'volatility adjustment', where a reference portfolio increases the risk-free rate used for discounting technical provisions. Since the reference portfolio has a higher weighting of corporate bonds and the corporate spread shock applies to bonds with shorter durations, the decrease in technical provisions exceeds the drop in assets under this stress scenario.

Conversely, a 50 basis points widening in sovereign bond spreads significantly negatively impacts the Pillar I Solvency II ratio. This occurs as own funds decrease due to the shock affecting the sovereign bond portfolio's value, which is inadequately compensated by the EIOPA-defined 'volatility adjustment' because of the basis risk existing between Ageas' sovereign exposure and the EIOPA reference portfolio, an average of European insurers' investment portfolios. This impact is mitigated in the economic view presented in the Pillar II assessment.

The following table highlights the Solvency II Pillar I ratio of the Issuer on a solo basis as at 30 June 2025 and 31 December 2024:

Issuer solo Solvency ratios – Pillar I	**30 June 2025**	**31 December 2024**
Total Eligible Solvency II Own Funds to meet the Solvency Capital Requirement (SCR) (in millions of EUR)	7,030	6,133
SCR (in millions of EUR)	1,884	1,766
SCR Coverage Ratio (in percentage)	**373**	**347**
Total Eligible Solvency II Own Funds to meet the Minimum Capital Requirement (MCR) (in millions of EUR)	6,182	5,339
MCR (in millions of EUR)	471	441
MCR Coverage Ratio (in percentage)	**1,313**	**1,210**

Impact of the acquisition of esure

On 14 April 2025, Ageas reached an agreement with Bain Capital to acquire esure and establish a top-3 UK personal lines platform. The transaction is expected to add 19 per cent. cash flows to the Group from a controlled entity and to contribute to increasing the net operating result for Europe from 19 per cent. to 28 per cent., resulting into a more balanced geographical and segment distribution across Belgium, Europe, Asia and reinsurance. The acquisition was completed on 29 September 2025.

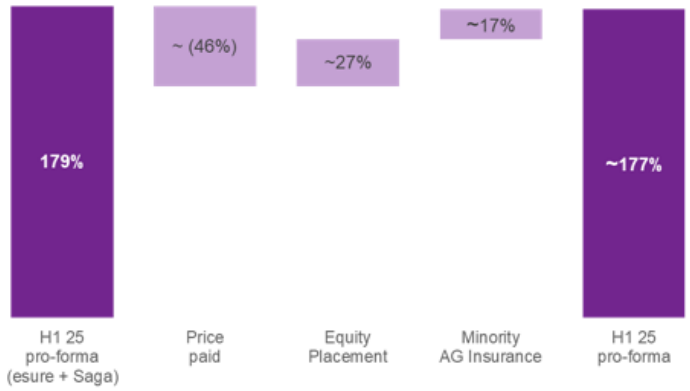
Under the terms of the transaction, the total consideration is equal to GBP 1.295 billion (EUR 1.510 billion). The Group's capital position will remain robust with the Solvency II ratio expected to decrease by approximately 10 percentage points on a Pillar II basis, with similar impact expected on a Pillar I basis, as Ageas raised around EUR 1 billion of own funds instruments as part of the transaction. On 15 April 2025, Ageas announced that it had raised EUR 550 million by way of an accelerated bookbuild offering of 10,967,099 new ordinary shares in the Issuer, which was announced on 14 April 2025. On 24 April 2025, Ageas announced that it had successfully placed debt securities in the form of EUR 500 million subordinated fixed to floating rate notes maturing in May 2056 and with a first call date in November 2035. On 24 June 2025, Ageas announced that it had successfully placed debt securities in the form of GBP 400 million senior fixed rate notes maturing in December 2028. The equity placement and notes issuances were intended to partly finance the acquisition of esure.

For more information on this acquisition, please refer to section 10.

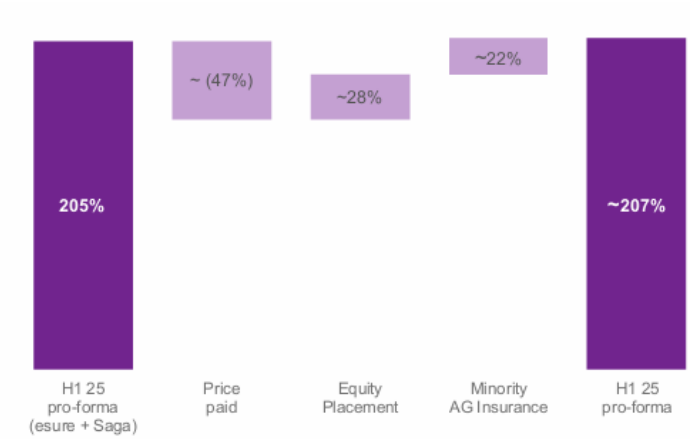
Impact of the acquisition of the outstanding shares in AG Insurance held by BNP Paribas Fortis

Upon completion of the acquisition of the outstanding 25% stake in AG Insurance held by BNP Paribas Fortis as announced by the Issuer on 8 December 2025, Ageas is anticipated to maintain a strong capital position, with the impact on the Solvency II ratio expected to be solvency neutral, with only the announced equity part considered as an own fund instrument.

The below figure provides an overview of the impact of the acquisition on Pillar I as at 30 June 2025 (also taking into account the closing of the esure transaction (30 September 2025) and the closing of the acquisition of Saga's insurance underwriting business (1 July 2025)), all other things remaining equal:



The below figure provides an overview of the impact of the acquisition on Pillar II as at 30 June 2025 (also taking into account the closing of the esure transaction (30 September 2025) and the closing of the acquisition of Saga's insurance underwriting business (1 July 2025)), all other things remaining equal:



For more information on this acquisition, please refer to section 10.

10 Recent developments

AFLIC

On 7 November 2025, Ageas Insurance International NV completed the sale of a 4 per cent. stake in Ageas Federal Life Insurance Company Ltd. from Ageas Insurance International NV to The Federal Bank Limited for approximately INR 970 million (approximately EUR 10.5 million on the date of announcement). As a result of the transaction, Ageas Insurance International NV owns 70% in Ageas Federal Life Insurance Company Limited, with 30% held by the Federal Bank Limited.

esure

On 29 September 2025, Ageas completed the acquisition of esure, a prominent UK digital personal lines insurer specialising in price comparison websites, for a total consideration equal to GBP 1.295 billion

(EUR 1.510 billion). The combination of Ageas UK and esure establishes the third-largest UK personal lines platform, diversifying distribution across direct channels, PCWs, brokers and partnerships. esure's acquisition strengthens Ageas UK's presence in the UK PCW channel, broadens customer demographics and aims for a top-line growth to GBP 3.25 billion (EUR 3.8 billion) by 2028.

Full ownership of AG Insurance

On 8 December 2025, Ageas announced that it acquired the outstanding 25% stake in AG Insurance held by BNP Paribas Fortis for a total consideration of EUR 1.9 billion. With this transaction, Ageas will become 100% owner of AG Insurance, Belgium's market leading insurer, operating across multiple channels as number one insurer in both life and non-life. Please also refer to section 6.

The transaction aligns with one of the Group's "Elevate27" strategic goals to focus its inorganic growth in consolidated and cash-generative activities. Furthermore, this transaction is expected to accelerate and raise the "Elevate27" financial targets, with an uplift in the holding free cash flow target from EUR 2.3 billion to EUR 2.6 billion and the shareholder renumeration target from EUR 2 billion to EUR 2.2 billion.

In addition to the equity placement to BNP Paribas Cardif (18.5 million shares at a price of EUR 60 per share) within the existing authorisations, the transaction will be financed through a mix of cash reserves, existing financing facilities and the flexibility the Group has in the debt capital markets. Completion is anticipated for the second quarter of 2026, subject to regulatory approvals.

11 Management of the Issuer

General

The Issuer has a Board of Directors with a number of advisory committees. The Issuer has furthermore set up an Executive Committee in accordance with Article 45 of the Insurance Supervision Law, which exercises all the competences set out in Article 7:110 of the Belgian Companies and Associations Code.

Each of the subsidiaries of the Issuer has its own corporate governance structure, the characteristics of which take into account the needs of the Group, subject to the legal and regulatory requirements of the country in which these companies are incorporated.

Board of Directors

Competences

The Board of Directors determines the general policy of the Issuer and the Group and provides them with strategic direction. In this respect, the Board of Directors is the ultimate decision-making body of the Issuer, without prejudice to the competences of the shareholders' meeting as provided for by the Belgian Companies and Associations Code. The Board of Directors also monitors and supervises the Executive Committee, as well as the exercise by the latter of its powers and competences as delegated to it in accordance with the Insurance Supervision Law and the articles of association of the Issuer. The Board of Directors determines and organises the conditions of such supervision and ensures that, in all respects, the Executive Committee acts in full accordance with the Issuer's general policy. Moreover, the Board of Directors exercises all the competences that it retains in accordance with the aforementioned legal provision.

Composition

The Board of Directors may comprise up to fifteen members, but the actual number may vary according to the needs of the Issuer. It has a majority of non-executive and independent board members. Any board member who is a member of the Executive Committee is an executive board member.

The following individuals are members of the Board of Directors of the Issuer as at the date of this Information Memorandum:

Name	**Position**	**Expiry date of the mandate**	**Principal activities outside of the Issuer**
Bart De Smet	Chairman / Non-executive director	General shareholders' meeting of 2029	Member of the Board of Directors of Ageas Insurance International NV
			Member of the Board of Ageas UK Ltd
			Member of Board of Ageas Insurance Ltd
			Member of Board of Ageas Retail Limited
			Member Board and of the Nomination & Governance Committee of Euroclear sa/nv & Holding
			Chairman of the Belgian Corporate Governance Committee
			Chairman of the Board of Directors and of the Remuneration & Nomination Committee of ECS European Container Services
			Member of the Board of Directors of De Eik NV
			Chairman of the Board of Directors and Chairman of the Audit Committee of the Heilig Hart Ziekenhuis Leuven
			Chairman of the Board of A&M Invest
			Member of the Board of Trabea
			Member of the Board of the KULeuven
			Member of the Board of Volley Haasrode Leuven
			Chairman of the Board of Proleague
			Member of the Board of Weerts Groep
			Independent member of the Board of Directors and Chairman of the Audit Committee of Capricorn Partners
Hans De Cuyper	CEO	General shareholders' meeting of 2028	Member of the Board of Directors and Managing Director of Ageas Insurance International NV
			Member of the Board of Directors of AG Insurance SA/NV
			Chairman of the Board and Managing Director of Ageas Finance SA/NV

Chairman of the Board of Directors of Ageas Portugal Holdings SGPS S.A.

Chairman of the Board of Directors of Ageas Portugal – Companhia de Seguros S.A.

Chairman of the Board of Directors of Médis – Companhia Portuguesa de Seguros de Saude, S.A.

Chairman of the Board of Directors of Médis – Serviços de Saüde, S.A.

Chairman of the Board of Directors of Ageas Portugal – Companhia de Seguros de Vida S.A.

Chairman of the Board of Directors of Millennium bcp Ageas Grupo Segurador, SGPS, S.A. (JV)

Chairman of the Board of Directors of Ageas – Sociedade Gestora de Fundos de Pensöes, S.A. (JV)

Chairman of the Board of Directors of Ocidental – Companhia Portuguesa de Seguros de Vida S.A. (JV)

Member of the Board of Trustees of Fundaçao Ageas

Member of the Board of Directors of Ageas UK Limited

Member of the Board of Directors of Ageas Insurance Limited

Member of the Board of Directors of Ageas Retail Limited

Member of the Board of Directors of Taiping Life Ltd.

Member and Vice-Chair of the Board of Directors of Muang Thai Life Assurance Public Company Ltd.

Member and Vice-Chair of the Board of Directors of Muang Thai Group Holding Co Ltd.

Member of the Board of Directors of VOKA (Flemish Employers Federation)

Member of the Investment Committee and Treasury Committee KU Leuven

Member of the Board of Directors of De Warande

Member of the Board of Directors of Guberna

Member of the Board of Directors of Cerrix

Wim Guilliams	CFO	General shareholders' meeting of 2027	Member of the Board of Directors of Ageas Insurance International NV/SA Member of the Board of Directors and member of the Risk Committee of AG Insurance SA/NV Member of the Board of Directors of AG Real Estate SA/NV Member of the Executive Committee of White Castle Insurance NV Member of the Board of Directors of Ageas Finance NV Member of the Board of Directors of Taiping Asset Management Company Ltd
Christophe Vandeweghe	CRO	General shareholders' meeting of 2028	Member of the Board of Directors of Ageas Insurance International, NV Member of the Board of Directors and of the Executive Committee of White Castle Insurance NV Member of the Board of Directors of Ageas Finance NV Non-executive Member of the Board of Directors and Member of the Audit Committee of Ageas Portugal Holdings, SGPS, S.A. Non-executive Member of the Board of Directors of Ageas Portugal, Companhia de Seguros, S.A. Non-executive Member of the Board of Directors of Médis, Companhia Portuguesa de Seguros de Saude, S.A. Non-executive Member of the Board of Directors of Médis, Serviços de Saude, S.A. Non-executive Member of the Board of Directors of Ageas Portugal, Companhia de Seguros de Vida, S.A.
Yvonne Lang Ketterer	Vice-chair / Non-executive director (independent)	General shareholders' meeting of 2028	Non-executive member of the Board of Directors and Member of the Audit Committee and Remuneration Committee of Ageas Portugal Holding SGPS S.A. Non-executive member of the Board of Directors and Member of the Audit Committee and Remuneration Committee of Ageas Portugal - Companhia de Seguros, S.A. Non-executive member of the Board of Directors and Member of the Audit Committee and Remuneration

			Committee of Ageas Portugal - Companhia de Seguros de Vida, S.A. Non-executive member of the Board of Directors and Member of the Audit Committee and Remuneration Committee of Medis - Companhia Portguguesa de Seguros de Saude S.A. Member of the Board of Directors of Medis - Serviços de Saude S.A. Board Member of Schweizerische Mobiliar Genossenschaft Board Member/Member of the Asset Management and Risk Committee of Schweizerische Mobiliar Genossenschaft Holding AG Chairwoman of the Spitexverein Wädenswil Board Member of Wohnzentrum Fuhr Board Member & Vizepresident of the Board as from 23 January 2023 of Hotz Partner AG SIA
Katleen Vandeweyer	Non-executive director (independent)	General shareholders' meeting of 2029	Non-executive member of the Board of Directors, member of the Audit Committee and member of the Nomination and Remuneration Committee of AG Insurance Non-Executive Director and Audit Chair, Member of the Remuneration Committee, Lead Independent Director at Vantiva Non-Executive Director and Chair of the Audit and Compliance Committee, member of the Risk Committee of Euroclear SA, Euroclear Holding, Euroclear Investments Member of the Advisory Board of KIK-IRPA (*Koninklijk Instituut voor Kunstpatrimonium*)
Sonali Chandmal	Non-executive director (independent)	General shareholders' meeting of 2026	Non-executive member of the Board of Directors and member of the Remuneration Committee of Ageas Portugal Holding SGPS S.A. Non-executive member of the Board of Directors and member of the Remuneration Committee of Ageas Portugal - Companhia de Seguros S.A. Non-executive member of the Board of Directors and member of the Remuneration Committee of Ageas Portugal Companhia de Seguros de Vida S.A.

			Non-executive member of the Board of Directors and member of the Remuneration Committee of Medis - Companhia de Seguros de Saude S.A., Member of the Board of Directors of Médis – Serviços de Saude S.A. Member of the Audit Committee, Sustainability Committee and Non-executive Member of the Board of Directors of Medicover AB Vice-Chairman of the Board of Trustees, and Member of the Finance Committee of the International School of Brussels Non-executive Director at the Harvard Club of Belgium Member of the Board of Directors and member of the Audit Committee of BW LPG Independent Board Member at Ackermans & van Haaren NV (Belgium) Non-executive Director at Climate Governance asbl Administer of A Lamot Incobel & Co
Francoise Lefèvre	Non-executive director (independent)	General shareholders' meeting of 2028	Arbitrator & Lawyer at Lefèvre Arbitration SRL
Xavier de Walque	Non-executive director (independent)	General shareholders' meeting of 2028	Member of the Board of Directors, member of the Audit Committee of Cofinimmo SA Chief Financial Officer, Member of Executive & Investment Committees at Copeba SA Non-executive directorship of 11 companies of the Cobepa Group Non-executive director AGLT 2024 SRL Member of the Board of Directors at the Belgian Finance Center Member of the Selection Committee at the Women on Board
Alicia Garcia Herrero	Non-executive director (independent)	General shareholders' meeting of 2027	Member of the Risk & Capital Committee Chief Economist for Asia Pacific at Natixis Hong Kong

			Senior Fellow at the Brussels-based European think-tank BRUEGEL Member of the Advisory Board at RIEICANO Member of the Advisory Board of the Centre for Asia-Pacific Resilience and Innovation (CAPRI) Member of the Council of Advisors on Economic Affairs to the Spanish Government Member of the Council of Advisors to the Hong Kong Monetary Authority's research arm (HKIMR) Adjunct Professor at the Hong Kong University of Science and Technology Visiting Professor at the National Sun Yat-Sen University Research Fellow at the Institute for Emerging Market Studies
Carolin Gabor	Non-executive director (independent)	General shareholders' meeting of 2026	Member of the Board of Directors of White Castle Insurance NV Co-Founder and Managing Partner of caesar.Ventures Member of the Fintech Council of the German Federal Ministry of Finance Member of the Supervisory Board of Quirin Privatbank AG
Jean-Michel Chatagny	Non-executive director (independent), member of the Risk and Capital Committee, Member of the Remuneration Committee	General shareholders' meeting 2029	Member of the Board of Directors of White Castle Insurance NV Non-Executive Director of AG Insurance Member of the Advisory Board of Advisory Board Swiss Chinese Chamber of Commerce

Advisory committees of the Board of Directors

General

The Board of Directors of the Issuer has established a number of advisory committees which are responsible for assisting the Board of Directors and for making recommendations in specific fields, in accordance with Articles 7:98 to 7:100 of the Belgian Companies and Associations Code and Article 10, d) of the articles of association of the Issuer. These are the remuneration committee, the nomination and corporate governance committee, the audit committee and the risk and capital committee.

Pursuant to the articles of association, the risk committee exclusively consists of non-executive members of the Board of Directors and at least one of them is independent. The audit committee and the remuneration committee exclusively consist of non-executive members of the Board of Directors and the majority of their members are independent.

The Board of Directors may set up any other committee as it deems useful, of which it determines the composition, the competences and the powers, as well as applicable modalities and conditions, without prejudice to any legal provision from which cannot be derogated and, in particular, the competences that the law does not authorise to delegate to a corporate body other than the one to which it reserves such competences. It may, within the same limits, delegate to any person of its choice the powers it determines and of which it determines the conditions of exercise.

Remuneration committee

The role of the remuneration committee is to assist the Board of Directors in all matters relating to the remuneration of the board members, including the Executive Committee members and the independent control functions. To ensure coherence throughout the Group, the remuneration committee makes recommendations to the Board of Directors on the implementation of the Group remuneration principles in the Group management structures.

The following individuals are members of the remuneration committee as at the date of this Information Memorandum:

- Ms Katleen Vandeweyer;
- Ms Carolin Gabor;
- Mr Jean-Michel Chatagny; and
- Ms Françoise Lefèvre.

Nomination and corporate governance committee

The role of the nomination and corporate governance committee is to make recommendations to the Board of Directors on (i) all matters relating to the appointment of the members of the Board of Directors, of the Executive managers and of the independent control functions, (ii) developing a proactive and transparent dialogue with the shareholders, (iii) ensuring that corporate governance practices are fully compliant with relevant laws and regulations and reflect the importance attached by the Board of Directors to the proper fulfilment of their fiduciary tasks, (iv) the effectiveness of the corporate governance structure, (v) all legal aspects of the legacy issues related to the former Fortis and (vi) any legal issue referred to the nomination and corporate governance committee by the chairman and/or the CEO in view of its strategic relevance.

The following individuals are members of the nomination and corporate governance committee as at the date of this Information Memorandum:

- Mr Bart De Smet;
- Mr Xavier de Walque;
- Ms Kathleen Vandeweyer; and
- Ms Yvonne Lang Ketterer.

Audit committee

The role of the audit committee is to assist the Board of Directors in fulfilling its supervision and monitoring responsibilities in respect of internal control in the broadest sense at the Issuer, including internal control over financial reporting.

The following individuals are members of the audit committee as at the date of this Information Memorandum:

- Mr Xavier de Walque;
- Ms Kathleen Vandeweyer; and
- Ms Sonali Chandmal.

Risk and capital committee

The role of the risk and capital committee is to assist the Board of Directors to understand and make recommendations on all matters relating to risk and capital and, in particular, on (i) the definition, supervision and monitoring of the risk profile of the Issuer, compared to the neutral solvency level of risk appetite as determined from time to time by the Board of Directors, (ii) the adequacy of its capital allocation and (iii) all financial aspects of the legacy issues related to the former Fortis.

The following individuals are members of the risk and capital committee as at the date of this Information Memorandum:

- Ms Yvonne Lang Ketterer;
- Ms Alicia García Herrero; and
- Mr Jean-Michel Chatagny.

Executive Committee and Chief Executive Officer

Executive Committee

The Board of Directors has assigned to the Executive Committee all of its management competences and powers, except for those which are specifically reserved to the Board of Directors as set out in Article 7:110 of the Belgian Companies and Associations Code and Article 12 of the articles of association of the Issuer. In particular, the Executive Committee is responsible for the following activities and reporting on these to the Board of Directors:

- developing proposals to the Board of Directors related to the business strategy and business development of the Issuer. This responsibility includes:
    - analysing strategies, business plans and multi-year budgets submitted by the business units (Belgium, UK, Continental Europe and Asia) and related to the general account, with a view to making a Group plan and budget for proposal to, discussion with, and approval by, the Board of Directors;
    - making recommendations to the Board of Directors, for approval by the latter, with respect to the possible entering into, revision or termination of alliances, spin-offs or mergers, business, acquisitions and divestitures, involving the undertaking by the Issuer or involving an amount exceeding EUR 25 million;
    - endorsing policies related to reinsurance and reporting to the Board of Directors on the development and results of reinsurance activity;

- developing proposals for Group-wide policies to be submitted to the Board of Directors for approval. In this context, the Executive Committee develops policy proposals on:
    - financial management, e.g. funding strategy, dividend policy, solvency matters;
    - risk management, e.g. risk appetite;
    - business conduct, e.g. policies on private investments, business conduct etc.;
    - any other matter on which the Board of Directors or the Executive Committee considers that the Board should set a Group policy;
- within the strategic guidelines and policy frameworks set by the Board of Directors, ensuring the leadership of the Group and its general management. As such, the Executive Committee:
    - develops and implements further policies and guidelines on all areas which the Executive Committee deems of relevance to the whole or part(s) of the Group;
    - approves or decides the entering into, revision or termination of alliances, spin-offs or mergers, investments, acquisitions and divestitures, as the case may be upon prior approval by the Board;
    - on a day-to-day basis, steers the operations with a view to ensuring optimal sharing of best practices and experiences (operational, product development, sales, marketing, etc.), capturing synergies where relevant, and streamlining overall structures and costs and maintaining lean operations so as to develop a low-cost, high-quality insurance operation;
    - monitors the performance of the Group as a whole and of its business units in particular, against strategic goals, plans and budgets as approved by the Board of Directors;
    - monitors key findings reported through the risk management function and committees, and follows up on their recommendations;
    - ensures the timely preparation and disclosure of the Group's financial statements, as well as other financial and non-financial group-wide external reports and investor information;
    - prepares and presents financial and consolidated annual sustainability information, ensuring compliance with accounting and sustainability standards;
    - implements adequate systems of internal control within the Group within the guidelines approved by the Board of Directors and monitors their effectiveness;
    - oversees relevant support functions and their reporting on matters such as HR, legal, compliance, tax etc.;
- organising the internal control measures and risk management. As such the Executive Committee ensures that:
    - internal control objectives are determined on an annual basis;
    - translates risk appetite frameworks into processes and implements measures to control and supervise the risk profile;
    - an appropriate risk management system is put in place including the overall risk governance structure and risk reporting;

  - reliable financial reports, including an effective budget and closing process, are prepared on a timely basis;
  - appropriate internal audit and compliance functions are in place;
- reporting to the NBB, submitting expected prudential information and providing annual reports on governance system effectiveness;
- ensuring proper communications with all relevant external stakeholders. As such, the Executive Committee:
  - keeps a close eye on and engages directly as necessary in the activities of the communications & investor relations departments;
  - prepares for the general meetings (without prejudice to the Board of Directors' right to convene the general meeting and to approve the special Board of Directors' reports to be submitted to the general meeting);
  - oversees and ensures relations with relevant supervisors, each within their own area of competence, and engages directly with them as and when necessary; and
- ensures proper monitoring and managing of the legacy issues.

The Executive Committee consists of the CEO and other members of the Board of Directors designated by the Board of Directors. The Board of Directors appoints the members of the Executive Committee, other than the CEO, based on a proposal made by the CEO in consultation with the chairman, and supported by the nomination and corporate governance committee.

The following individuals are members of the Executive Committee as at the date of this Information Memorandum:

- Mr Hans De Cuyper (CEO);
- Mr Wim Guilliams (CFO);
- Mr Christophe Vandeweghe (CRO);
- Mr Ben Coumans (Managing Director Europe);
- Mr Filip Coremans (Managing Director Asia);
- Ms Heidi Delobelle (Managing Director Belgium);
- Ms Karolien Gielen (Managing Director Business Development); and
- Mr Emmanuel Van Grimbergen (Managing Director Reinsurance and Investments).

Chief Executive Officer (CEO)

The CEO chairs the Executive Committee and is the spokesperson of the Executive Committee as well of the other executive managers on the Board of Directors concerning matters assigned to the Executive Committee and/or the other executive managers.

He/she submits to the Board of Directors (or board committees) proposals by the Executive Committee and reports on a regular basis to the Board of Directors on the executive managers' activities.

The CEO, as top executive of the Group, is also the main spokesperson for the Group to the outside world. He/she communicates clearly and exemplifies the Group's values, thus "setting the tone at the top" and inspiring the performance of the Group's management and staff.

Finally, the CEO ensures the day-to-day management of the Issuer and the exercise of other powers and duties entrusted to him/her by the Board of Directors in specific other matters.

Corporate governance

As well as complying with any legislation and regulation applicable to it, the Board of Directors of the Issuer is committed to high standards of corporate governance. In particular, aside from any possible derogation as permitted and duly justified in accordance with the Belgian Companies and Associations Code, the Issuer applies the 2020 Belgian Code on Corporate Governance.

In this respect, the Board of Directors has produced a corporate governance charter.

Conflicts of interests

A general policy on conflicts of interests applies within the Issuer and prohibits any conflict of interests of a financial nature that may affect a director's personal judgment or professional tasks to the detriment of the Group.

The Issuer is not aware of any potential conflicts of interests between any duties the directors have with respect to the Issuer and the private interests and/or other duties of the directors, nor between any duties the members of the Executive Management have with respect to the Issuer and the private interests and/or other duties of the members of the Executive Management.

12 Legal and arbitration proceedings

This section sets out governmental, legal and arbitration proceedings (including such proceedings which are pending or threatened of which the Issuer is aware) during the last twelve months preceding the date of this Information Memorandum which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer or the Group.

Contingent liabilities related to legal proceedings

The Group is involved as a defendant in various claims, disputes and legal proceedings arising in the ordinary course of its business.

In addition, as a result of the events and developments surrounding the former Fortis group between May 2007 and October 2008, Ageas became involved in various legal proceedings.

Ageas entered into a EUR 1.3 billion settlement agreement with several claimant organisations that represented a series of shareholders in collective claims relating to the Fortis events before the Belgian and Dutch courts. The Fortis settlement was declared binding on 13 July 2018 by the Amsterdam Appeal Court in accordance with the Dutch Act on Collective Settlement of Mass Claims (*Wet Collectieve Afwikkeling Massaschade*). The administration of the more than 300,000 claims filed in the Fortis settlement is completely over since 2023 and the Fortis settlement has been fully finalised. In connection therewith, Ageas booked a payable of EUR 1.2 million for outstanding amounts payable resulting from rejected payments.

Residual proceedings relating to the Fortis events

The parties which supported the Fortis settlement committed to terminate their legal proceedings. The parties which timely submitted an opt-out notice in the Fortis settlement may resume their legal proceedings in the Netherlands or, as the case may be, resume or continue their legal proceedings in Belgium. The sections below provide a comprehensive update of all residual proceedings relating to the Fortis events which were

either terminated in 2024 or not terminated by 31 December 2024. These constitute contingent liabilities without provisions.

In the Netherlands

On 14 July 2020, Dutch investment company Cebulon initiated legal proceedings against Ageas and some co-defendants regarding alleged misleading communication in 2007-2008. In its capacity of former Fortis shareholder, Cebulon claims a compensation for the allegedly suffered damages. On 24 January 2024, Ageas received a favourable judgment which dismissed the claim initiated by Cebulon in its entirety. On 22 April 2024, Cebulon lodged an appeal against this judgment. The appeal procedure is now pending before the Court of Appeal of Arnhem-Leeuwarden.

In Belgium

Modrikamen

On 28 January 2009, a series of (former) Fortis shareholders represented by Mr Modrikamen brought an action before the Brussels Enterprise (former Commercial) Court initially requesting the annulment of the sale of ASR to the Dutch State and the sale of Fortis Bank to SFPI (and subsequently to BNP PARIBAS), or alternatively damages. On 7 June 2020, Ageas entered into a settlement agreement with Mr Modrikamen and his clients who timely filed an opt-out notice in the Fortis settlement, pursuant to which these persons no longer continue these proceedings against Ageas. Mr Modrikamen's clients now only continue these proceedings against FPIM/SFPI and BNP PARIBAS. The hearings on the merits of these proceedings took place in the second half of 2024. On 3 April 2025, the court issued a judgment fully rejecting the claims brought forward by Mr Modrikamen's clients.

Deminor

On 13 January 2010, a series of (former) Fortis shareholders associated with Deminor International (currently under the name DRS Belgium) brought an action before the Brussels Enterprise (former Commercial) Court, seeking damages based on alleged lack of/or misleading information by Fortis during the period from March 2007 to October 2008. On 12 December 2017, Deminor supported and endorsed the final Fortis settlement. The court confirmed several rounds of requested withdrawals of actions of certain claimants respectively in 2021 and 2023. There have been no developments since then.

Other claims on behalf of individual shareholders

On 12 September 2012, Patripart, a (former) Fortis shareholder, and its parent company Patrinvest, brought an action before the Brussels Commercial Court, seeking damages based on alleged lack of or misleading information in the context of the 2007 rights issue. On 1 February 2016, the court fully rejected the claim. On 16 March 2016, Patrinvest filed an appeal before the Brussels Appeal Court. The parties exchanged written submissions and hearings took place before the Brussels Appeal Court in the first half of 2025. In November 2025, the Brussels Appeal Court confirmed the full rejection of Patrinvest's claim.

On 29 April 2013, a series of (former) Fortis shareholders represented by Mr Arnauts brought an action before the Brussels Enterprise (former Commercial) Court, seeking damages based on alleged incomplete or misleading information by the former Fortis group in 2007 and 2008. On 18 May 2016, Ageas reached an agreement with Mr Arnauts to support and endorse the Fortis settlement. None of the claimants in this case has taken any initiative since then.

On 19 September 2013, certain (former) Fortis shareholders represented by Mr Lenssens initiated a similar action before the Brussels Civil Court. On 27 June 2016, Ageas reached an agreement with Mr Lenssens to support and endorse the Fortis settlement. None of the claimants in this case has taken any initiative since then.

USE OF PROCEEDS

The net proceeds of the Notes are expected to be used by the Issuer for general corporate purposes and to optimise the capital structure of the Group.

TAXATION

The tax legislation in force in the jurisdiction of a potential investor, in the Issuer's country of incorporation (i.e., Belgium) and in any other relevant jurisdiction may have an impact on the income which may be received from the Notes. The statements herein regarding taxation are based on the laws in force in Belgium as of the date of this Information Memorandum and are subject to any changes in law, potentially with a retroactive effect.

Without prejudice to the foregoing, investors should note that the new Belgian federal government has announced several tax measures in its governmental agreement (including the contemplated introduction of a new tax on capital gains) which may potentially impact the tax overview set out below. As no final legislative texts have been adopted yet for certain measures (such as the new capital gains tax), this has not been taken into account for the below overview.

The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. Each prospective Holder or beneficial owner of Notes should consult a professional adviser with respect to the tax consequences of an investment in, ownership of, redemption of and disposition of, the Notes, taking into account their own particular circumstances and the influence of each regional, local or national law.

Belgium

The following summary describes the principal Belgian tax considerations of acquiring, holding, redeeming and selling the Notes. This information is of a general nature and does not purport to be a comprehensive description of all Belgian tax considerations that may be relevant to a decision to acquire, to hold or to dispose of the Notes, whether in Belgium or elsewhere. This overview does not describe the tax treatment of investors that are subject to special rules, such as banks, insurance companies, or collective investment undertakings other than Organisations for Financing Pensions. In some cases, different rules can be applicable.

This summary does not describe the tax consequences for a Holder of a Write Down or a Write Up. Furthermore, this overview is based on current legislation, published case law and other published guidelines and regulations as in force at the date of this document and remains subject to any future amendments, which may or may not have retroactive effect. Investors should be aware that, as a result of evolutions in law or practice, the eventual tax consequences may be different from what is stated below.

For purposes of this summary, a Belgian tax resident is (a) an individual subject to Belgian personal income tax (impôt des personnes physiques/personenbelasting) (i.e., an individual who has his/her domicile in Belgium or has his/her seat of wealth in Belgium, or a person assimilated to a Belgian resident for Belgian tax purposes), (b) a legal entity subject to Belgian corporate income tax (impôt des sociétés/vennootschapsbelasting) (i.e., a corporate entity that has its principal establishment or place of effective management in Belgium and which is not excluded by law of the Belgian corporate income tax) (such entity having its registered seat in Belgium is presumed, unless the contrary is proved, to have its principal establishment or place of effective management in Belgium), (c) an Organisation for Financing Pensions (Organisme de Financement de Pensions/Organisme voor de Financiering van Pensioenen) subject to Belgian corporate income tax (i.e., a Belgian pension fund incorporated under the form of an Organisation for Financing Pensions), or (d) a legal entity subject to Belgian income tax on legal entities (impôt des personnes morales/rechtspersonenbelasting) (i.e., a legal entity other than a legal entity subject to Belgian corporate income tax having its principal establishment or place of effective management in Belgium).

A Belgian non-resident is any person or entity that is not a Belgian tax resident.

Belgian withholding tax

For Belgian income tax purposes, interest includes (i) periodic interest income, (ii) any amounts paid by or on behalf of the Issuer in excess of the issue price (upon full or partial redemption, whether or not at maturity, or upon purchase by the Issuer), and (iii) assuming the Notes qualify as fixed income securities pursuant to Article 2, § 1, 8° of the Belgian Income Tax Code 1992 (*Code des impôts sur les revenus 1992*/*Wetboek van de inkomstenbelastingen 1992*, the "**BITC**"), in case of a disposal of the Notes between two interest payment dates to any third party, excluding the Issuer, the *pro rata* of accrued interest corresponding to the holding period.

Payments of interest on the Notes made by or on behalf of the Issuer are in principle subject to Belgian withholding tax, currently at a rate of 30 per cent. on the gross amount of the interest, subject to such relief as may be available under Belgian domestic law or applicable double tax treaties, subject to certain conditions and formalities.

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 if and as long as at the moment of payment or attribution of interest the Notes are held by certain investors (the "**Eligible Investors**", see below) in an exempt securities account ("**X-Account**") that has been opened with a financial institution that is a direct or indirect participant (a "**Participant**") in the NBB Securities Settlement System. Euroclear, Euroclear France, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB are directly or indirectly Participants for this purpose.

Holding the Notes through the NBB Securities Settlement System enables Eligible Investors to receive the gross interest income on their Notes and to transfer the Notes on a gross basis.

Participants to the NBB Securities Settlement System must keep the Notes which they hold on behalf of Eligible Investors on an X-Account. Payments of interest made through X-Accounts are free of Belgian withholding tax.

Eligible Investors are those entities referred to in Article 4 of the Belgian Royal Decree of 26 May 1994 on the deduction of withholding tax (*arrêté royal du 26 mai 1994 relatif à la perception et à la bonification du précompte mobilier/koninklijk besluit van 26 mei 1994 over de inhouding en de vergoeding van de roerende voorheffing*) (as amended from time to time), which includes *inter alia*:

(i) Belgian resident companies subject to Belgian corporate income tax referred to in Article 2, §1, 5°, b) of the BITC;

(ii) without prejudice to the application of Article 262, 1° and 5° of the BITC, the institutions, associations or companies referred to in Article 2, §3 of the Belgian law of 9 July 1975 with respect to the supervision of insurance companies other than those referred to in (i) and (iii);

(iii) state regulated institutions (*organismes para-étatiques/parastatale instellingen*) for social security or institutions equated therewith, referred to in Article 105, 2° of the Belgian Royal Decree of 27 August 1993 implementing the BITC (*arrêté royal d'exécution du code des impôts sur les revenus 1992/koninklijk besluit tot uitvoering van het wetboek inkomstenbelastingen 1992*) ("**RD/BITC**");

(iv) non-resident investors referred to in Article 105, 5° of the RD/BITC whose holding of the Notes is not connected to a professional activity in Belgium;

(v) Belgian qualifying investment funds recognised in the framework of pension savings referred to in Article 115 of the RD/BITC;

(vi) taxpayers referred to in Article 227, 2° of the BITC, subject to non-resident income tax (*impôt des non-résidents/belasting van niet inwoners*) pursuant to Article 233 of the BITC and which have used the income generating capital for the exercise of their professional activities in Belgium;

(vii) the Belgian State, in respect of investments which are exempt from withholding tax in accordance with Article 265 of the BITC;

(viii) collective investment funds governed by foreign law (such as *fonds de placement/beleggingsfondsen*) that are an undivided estate managed by a management company for the account of the participants, provided the fund units are not publicly issued in Belgium and are not traded in Belgium; and

(ix) Belgian resident companies not referred to under (i), whose activity exclusively or principally consists of the granting of credits and loans.

Eligible Investors do not include, *inter alia*, Belgian resident individuals, and Belgian non-profit organisations, other than those mentioned under (ii) and (iii) above.

The above categories only summarise the detailed definitions contained in Article 4 of the Royal Decree of 26 May 1994, as amended, to which investors should refer for a precise description of the relevant eligibility rules.

Upon opening of an X-Account for the holding of Notes, an Eligible Investor is required to provide the Participant with a statement of its eligible status on a form approved by the Belgian Minister of Finance. There is no ongoing declaration requirement to the NBB Securities Settlement System as to the eligible status 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 however required to annually provide the NBB with listings of investors who have held an X-Account during the preceding calendar year.

An X-Account may be opened with a Participant by an intermediary (an "**Intermediary**") in respect of Notes that the Intermediary holds for the account of its clients (the "**Beneficial Owners**"), provided that each Beneficial Owner is an Eligible Investor. In such case, the Intermediary must deliver to the Participant a statement on a form approved by the Minister of Finance confirming that (i) the Intermediary is itself an Eligible Investor and (ii) the Beneficial Owners holding their Notes through it are also Eligible Investors. A Beneficial Owner is also required to deliver a statement of its eligible status to the Intermediary.

These identification requirements do not apply to Notes held with any central securities depository (as defined by Article 2, §1, 1) of 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 NBB Securities Settlement System (each a "**NBB-CSD**"), provided that (i) the relevant NBB-CSDs only hold X-Accounts, (ii) the relevant NBB-CSDs are able to identify the Holders 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 these NBB-CSDs acting 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, Euroclear France, Clearstream Frankfurt, Clearstream Banking Luxembourg, SIX SIS, Euronext Securities Milan, Euronext Securities Porto, LuxCSD, Iberclear and OeKB, any sub-participants outside of Belgium 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 them include the contractual undertaking that their clients, holders of an account, are all Eligible Investors.

In accordance with the rules of the NBB Securities Settlement System, a Holder 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 NBB Securities Settlement System.

Belgian income tax and capital gains

This section summarises certain matters relating to Belgian tax on income and capital gains. As the Notes may only be held by Eligible Investors, this section does not address the tax treatment in the hands of investors that do not qualify as Eligible Investors such as Belgian resident individuals and Belgian legal entities that do not qualify as Eligible Investors.

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.

Belgian resident companies

Interest attributed or paid on the Notes to corporate Holders which are Belgian residents for tax purposes, i.e. which are subject to Belgian corporate income tax (*impôt des sociétés/vennootschapsbelasting*), as well as capital gains realised upon the disposal of the Notes, are taxable at the ordinary Belgian corporate income tax rate of in principle 25 per cent. However, small and medium sized enterprises (as defined by Article 1:24, §1 to §6 of the Belgian Companies and Associations Code) are taxable, subject to conditions, at a reduced corporate income tax rate of 20 per cent. for the first EUR 100,000 of their taxable base. Capital losses realised upon the sale of the Notes are in principle tax deductible.

The withholding tax 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.

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.

Belgian resident legal entities

For Belgian legal entities subject to Belgian legal entities tax (*impôts des personnes morales/rechtspersonenbelasting*), the withholding tax on interest will constitute the final tax in respect of such income.

Belgian legal entities that qualify as Eligible Investors and that consequently have received gross interest income on the Notes without deduction for or on account of Belgian withholding tax, due to the fact that they hold the Notes through an X-Account with the NBB Securities Settlement System are required (if such entities cannot invoke a final withholding tax exemption) to declare and pay the 30 per cent. withholding tax to the Belgian tax authorities themselves (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 in principle tax exempt, unless the capital gains qualify as interest (as defined above in the section "*Belgian withholding tax*"). Capital losses are in principle not tax deductible.

Organisations for Financing Pensions

Interest and capital gains derived by Organisations for Financing Pensions (*Organismes de Financement de Pensions/Organismen voor de Financiering van Pensioenen*) within the meaning of the Belgian law of 27 October 2006 on the activities and supervision of institutions for occupational retirement provision (*loi du 27 octobre 2006 relative au contrôle des institutions de retraite professionnelle/wet van 27 oktober 2006 betreffende het toezicht op de instellingen voor bedrijfspensioenvoorzieningen*), 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 on interest income received by an Organisation for Financing Pensions can be credited against any corporate income tax due and any excess amount is in principle refundable.

Belgian non-residents

Non-residents who use the Notes to exercise a professional activity in Belgium through a permanent establishment are in principle subject to practically the same tax rules as the Belgian resident companies (see above).

Holders who are not residents of Belgium for Belgian tax purposes, are not holding the Notes through a permanent establishment in Belgium and do not invest in the Notes in the course of their Belgian professional activity should not incur or become liable for any Belgian tax on interest 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.

Tax on stock exchange transactions

A tax on stock exchange transactions (*taxe sur les opérations de bourse/taks op de beursverrichtingen*) will be levied on the acquisition and disposal (and any other transaction for consideration) of the Notes on the secondary market if such transaction is (i) either 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 a private individual with habitual residence (*residence habituelle/gewone verblijfplaats*) in Belgium or by a legal entity for the account of its seat or establishment in Belgium (both referred to as a "**Belgian Investor**").

The acquisition of Notes upon their issuance (primary market) is not subject to the tax on stock exchange transactions.

The current rate applicable for secondary sales and purchases through a professional intermediary is 0.12 per cent, with a maximum amount of EUR 1,300 per transaction and per party. The tax is due separately by each party to any such transaction, i.e. the seller (transferor) and the purchaser (transferee), both collected by the professional intermediary.

However, if the professional intermediary is established outside of Belgium, the tax on the stock exchange transactions will in principle be due by the Belgian Investor (who will be responsible for the filing of a stock exchange tax return and for the timely payment of the amount of stock exchange tax due), unless the Belgian Investor can demonstrate that the tax on the stock exchange transactions due 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 (*bordereau/borderel*), at the latest on the business day after the day the relevant transaction was realised. The qualifying order statements must be numbered in series and a duplicate must be retained by the professional intermediary. The duplicate can be replaced by a qualifying day-to-day listing, numbered in series. Alternatively, professional intermediaries established outside of Belgium could 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 be jointly and severally liable toward the Belgian Treasury to pay the tax on stock exchange transactions due on behalf of clients that fall within one of the aforementioned categories (provided that these clients do not qualify as exempt persons for stock exchange tax purposes – see below) and to comply with the reporting obligations and the obligations relating to the order statement (*bordereau/borderel*) in that respect. If such a Stock Exchange Tax Representative would have paid the tax on stock exchange transactions due, the relevant Belgian Investor will, as per the above, no longer be required to pay the tax on stock exchange transactions.

However, no tax on stock exchange transactions will be payable by exempt persons acting for their own account including investors who are not Belgian residents provided they deliver an affidavit to the professional intermediary in Belgium confirming their non-resident status and certain Belgian institutional investors as defined in Article 126/1,

2° of the Code of miscellaneous taxes and duties (*Code des droits et taxes divers/Wetboek diverse rechten en taksen*) for the tax on stock exchange transactions.

As stated below, the European Commission had published a proposal for a Directive for a common financial transactions tax (the "**FTT**"). The proposal stipulated that once the FTT enters into force, the Participating Member States (as defined below) 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. On 21 October 2025, the European Commission has however announced that it intends to withdraw the FTT proposal (see below).

Annual tax on securities accounts

Pursuant to the Belgian law of 17 February 2021 on the introduction of an annual tax on securities accounts, an annual tax on securities accounts (the "**Annual Tax on Securities Accounts**") (*taxe annuelle sur les comptes-titres/jaarlijkse taks op de effectenrekeningen*) is levied on securities accounts with an average value over a period of twelve consecutive months starting on 1 October and ending, in principle, on 30 September of the subsequent year, higher than EUR 1 million.

As the case may be, the Annual Tax on Securities Accounts may apply to securities accounts on which the Notes are held if the average value of such an account during the reference period exceeds EUR 1 million.

The tax is equal to 0.15 per cent. of the average value of the securities accounts during a reference period of, in principle, twelve consecutive months starting on 1 October and ending on 30 September of the subsequent year provided said value exceeds EUR 1 million. The taxable base is determined based on four reference dates: 31 December, 31 March, 30 June and 30 September. The amount of the tax is limited to 10 per cent. of the difference between the taxable base and the threshold of EUR 1 million.

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 which is established or located in Belgium or abroad. The Annual Tax on Securities Accounts also applies to securities accounts held by non-residents individuals, companies and legal entities with a financial intermediary established or located in Belgium. Belgian establishments of Belgian non-residents to which the securities accounts can be attributed 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.

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.

There are various exemptions, such as for securities accounts held by specific types of regulated entities for their own account, subject to conditions and formalities.

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, (iii) a credit institution or a stockbroking firm as previously defined by Article 1, §3 of the Belgian Law of 25 April 2014 on the status and supervision of credit institutions (currently defined by, respectively, Article 1, §3 of the Belgian law of 25 April 2014 on the status and supervision of credit institutions and Article 2 of the Belgian law of 20 July 2022 on the status and supervision of stockbroking firms and containing various provisions) and (iv) the investment companies as defined by Article 3, §1 of the Belgian law of 25 October 2016 on access to the activity

of investment services and on the legal status and supervision of portfolio management and investment advice companies, which are, pursuant to national law, admitted to hold financial instruments for the account of customers.

The Annual Tax on Securities Accounts is in principle due by the financial intermediary established or located in Belgium. Otherwise, the Annual Tax on Securities Accounts needs to be declared and is due by the holder of the securities accounts itself, unless the holder provides evidence that the annual tax on securities accounts has already been withheld, declared and paid by an intermediary which is not established or located in Belgium. In that respect, 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 a Belgian financial intermediary is responsible for the tax – i.e., either incorporated under Belgian law, established in Belgium or having appointed a Belgian representative – that intermediary has to submit a return on the twentieth day of the third month following the end of the reference period at the latest. The tax must be paid on this day. 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 million), the deadline for filing the tax return for the annual tax on securities accounts is 15 July of the year following the end of the reference period, at the latest. In the latter case, the annual tax on securities accounts must be paid by the taxpayer on 31 August of the year following the year on which the tax was calculated, at the latest.

The law provides for a general anti-abuse provision.

In addition, investors should note that there are two specific anti-abuse provisions: a rebuttable presumption of abuse in case of (i) conversion of dematerialised financial instruments into registered instruments (provided that, prior to the conversion, the value of the relevant securities account exceeded EUR 1,000,000) or (ii) transfer of (part of) financial instruments to another securities account held (alone or jointly) by the same person (provided that, prior to the transfer, the value of the relevant securities account exceeded EUR 1,000,000). The taxpayer can however rebut these presumptions by demonstrating that such conversion or transfer was principally justified by motives other than tax avoidance.

Prospective Holders are strongly advised to seek their own professional advice in relation to the Annual Tax on Securities Accounts.

The Proposed Financial Transaction Tax

On 14 February 2013, the European Commission published a proposal for a Directive (the "**Draft Directive**") for a common financial transactions tax in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**Participating Member States**"), withing the framework of an enhanced cooperation procedure. On 16 March 2016, Estonia formally withdrew from the Participating Member States.

The proposed FTT 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 (primary market transactions) should, however, be exempt.

Under the Draft Directive, the FTT would apply to certain dealings in Notes where at least one party is a financial institution (or a financial institution acting in the name of a party) established in a Participating Member State (or deemed to be so) 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 Member 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 mutualisation 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). Only transactions with Financial Instruments that have been issued by a company, partnership or other entity whose registered office is established within one of the Participating Member States and with a market capitalisation of at least EUR 1 billion on 1 December of the year preceding the respective transaction would be covered. 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 bonds. Like the Draft Directive, the latest draft of the new FTT proposal also 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).

Additional EU Member States may decide to participate and/or other Participating Member States may decide to withdraw. Moreover, once the FTT proposal has been adopted (the "**FTT Directive**"), it will need to be implemented into the respective domestic laws of the Participating Member States and the domestic provisions implementing the FTT Directive might deviate from the FTT Directive itself.

In its 2026 Work Programme of 21 October 2025, the European Commission announced its intention to formally withdraw the Draft Directive within 6 months, on the grounds that its adoption would no longer be in the general interest in view of its adoption date, lack of progress in the legislative process, potential burden and non-alignment with the EU's priorities. As the sole legislator in EU tax matters, the EU Council may oppose the withdrawal of said Draft Directive within 6 months. If the EU Council does not oppose it, this withdrawal would become final. Investors should however note that this does not mean that the FTT could not be reintroduced in another form in the future.

Prospective Holders are advised to seek their own professional advice in relation to the FTT.

Common Reporting Standard

The exchange of information is governed by the Common Reporting Standard ("**CRS**").

As of 13 March 2025, 126 jurisdictions have signed the multilateral competent authority agreement ("**MCAA**"), which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

Under CRS, financial institutions resident in a CRS country are required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

On 9 December 2014, EU Member States adopted Directive 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 Directive 2011/16/EU on administrative cooperation in direct taxation.

The Belgian government has implemented DAC2, respectively the Common Reporting Standard, per the Belgian law of 16 December 2015 regarding the exchange of information on financial accounts by Belgian financial institutions and by the Belgian tax administration, in the context of an automatic exchange of information on an international level and for tax purposes (the "**Law 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 to be further determined by Royal Decree. The Royal Decree of 14 June 2017, as amended, provides that (i) for a first list of 18 countries, the mandatory automatic exchange of information applies as of income year 2016 (first information exchange in 2017), (ii) for a second list of 44 countries, the mandatory automatic exchange of information applies as of income year 2017 (first information exchange in 2018), (iii) for one country, the mandatory automatic exchange of information applies as of income year 2018 (first information exchange in 2019), (iv) for six countries, the mandatory automatic exchange of information applies as of income year 2019 (first information exchange in 2020), (v) for a fifth list of two countries, the mandatory automatic exchange of information applies as of income year 2022 (first information exchange in 2023), (vi) for a sixth list of four countries, the mandatory automatic exchange of information applies as of income year 2023 (first information exchange in 2024) and (vii) for a seventh list of two countries, the mandatory exchange of information applies as of income year 2024 (first information exchange in 2025).

The Notes are subject to DAC2 and to the Law of 16 December 2015. Under DAC2 and the Law of 16 December 2015, Belgian financial institutions holding the Notes for tax residents in another CRS contracting state shall report financial information regarding the Notes (e.g. in relation to income and gross proceeds) to the Belgian competent authority, who shall communicate the information to the competent authority of the state of the tax residence of the beneficial owner.

Holders who are in any doubt as to their position should consult their professional advisers.

FATCA Withholding

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, as amended, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA) 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 may be 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. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes 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. 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 a subscription agreement (the "**Subscription Agreement**") dated on or about 12 December 2025, BNP PARIBAS, Goldman Sachs International and Natixis (together, the "**Joint Lead Managers**") have jointly and severally agreed with the Issuer, subject to the satisfaction of certain conditions set out therein, to subscribe to (or procure the subscription of) the Notes at 100 per cent. of their principal amount (the "**Issue Price**") less certain agreed fees and commissions.

The Joint Lead Managers are entitled in certain circumstances to be released and discharged from their obligations under the Subscription Agreement prior to the closing of the issue of the Notes, including in the event that certain conditions precedent are not delivered or met to their satisfaction on the Issue Date. In this situation, the issuance of the Notes may not be completed. Investors will have no rights against the Issuer or Joint Lead Managers in respect of any expense incurred or loss suffered in these circumstances.

General

Neither the Issuer nor the Joint Lead Managers has made any representation that any action will be taken in any jurisdiction by the Issuer or the Joint Lead Managers, or anyone on their behalf, that would permit a public offering of the Notes, or possession or distribution of this Information Memorandum or any other offering or publicity material relating to the Notes (including roadshow materials and investor presentations), in any country or jurisdiction where action for that purpose is required.

The Joint Lead Managers have agreed that they will comply to the best of their knowledge and belief in all material respects with all applicable laws and regulations in each jurisdiction in which they acquire, offer, sell or deliver Notes or have in their possession or distribute this Information Memorandum or any such other material, in all cases at their own expense.

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Joint Lead Manager has agreed that, except as permitted by the Subscription Agreement, it will not offer or sell the Notes (i) as part of its distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period 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.

The Notes are being offered and sold outside of the United States to non-U.S. persons in reliance on Regulation S.

In addition, until 40 days after the commencement of the offering of the Notes, an offer or sale of Notes within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

Prohibition of Sales to EEA Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Notes to any retail investor in the EEA. For these purposes, the expression "retail investor" means a person who is one (or both) 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), 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 UK Retail Investors

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Notes to any retail investor in the UK. For these purposes, the expression "retail investor" means a person who is one (or both) of:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act and any rules or regulations made under the Financial Services and Markets Act 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 UK domestic law by virtue of the EUWA.

Other selling restrictions in the UK

Each Joint Lead Manager has represented and agreed that:

(i) 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 Financial Services and Markets Act 2000) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the Financial Services and Markets Act 2000 does not apply to the Issuer; and

(ii) it has complied and will comply with all applicable provisions of the Financial Services and Markets Act 2000 with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.

Belgium

Each Joint Lead Manager has represented and agreed that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Notes in Belgium to consumers (*consommateurs/consumenten*) within the meaning of the Belgian Economic Law Code (i.e., any natural person resident or located in Belgium and acting for purposes which are outside his/her trade, business or profession).

Hong Kong

Each Joint Lead Manager has represented and agreed that:

(i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the "**C(WUMP)O**") or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and

(ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors as defined in the SFO and any rules made under the SFO.

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 Information Memorandum or of any other document relating to any Notes be distributed in Italy, except, in accordance with any Italian securities, tax and other applicable laws and regulations.

Each Joint Lead Manager has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Information Memorandum or any other document relating to the Notes in the Republic of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Any such offer, sale or delivery of the Notes or distribution of copies of this Information Memorandum or any other document relating to the Notes in the Republic of Italy must be:

(a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time) and any other applicable laws and regulations; and

(b) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and

(c) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Singapore

Each Joint Lead Manager has acknowledged that this document has not been registered as a prospectus with the Monetary Authority of Singapore.

Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this document or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than:

(i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA; or

(ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

Eligible investors

The Notes may be held only by, and transferred only to, eligible investors referred to in Article 4 of the Belgian Royal Decree of 26 May 1994, holding their securities in an exempt securities account (X-account) that has been opened with a financial institution that is a direct or indirect participant in the NBB Securities Settlement System.

GENERAL INFORMATION

Authorisations

The creation and issue of the Notes has been duly authorised by resolutions passed at the meeting of the Board Directors of the Issuer held on 7 December 2025 and by written resolutions of the members of the Executive Committee of the Issuer dated 8 December 2025.

Listing of the Notes on the official list and admission to trading of the Notes on the Euro MTF market of the Luxembourg Stock Exchange

Application has been made to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Luxembourg Stock Exchange's Euro MTF market and to be listed on the Official List of the Luxembourg Stock Exchange. The Euro MTF market is a market operated by the Luxembourg Stock Exchange and is not a regulated market for the purposes of MiFID II, nor a UK regulated market for the purposes of UK MiFIR.

Clearing system

The Notes have been accepted for clearance through the NBB Securities Settlement System. The International Securities Identification Number (ISIN) is BE6369832363. The address of the NBB is, as at the date of this Information Memorandum, Boulevard de Berlaimont 14, B-1000 Brussels, Belgium.

Documents available

As long as any Note remains outstanding, the following documents will be available for inspection, free of charge, on the website of the Issuer:

(i) the articles of association (*statuts/statuten*) of the Issuer;

(ii) this Information Memorandum, together with any supplement hereto; and

(iii) the documents incorporated by reference herein.

This Information Memorandum 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 Information Memorandum, information contained on any website does not form part of this Information Memorandum.

The Agency Agreement will, so long as any Notes are outstanding, be available for inspection during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the office of the Agent.

Significant or material change

Since 30 June 2025, there has been:

(i) no significant change in the financial position or the financial performance of the Group; and

(ii) no material adverse change in the prospects of the Issuer.

Litigation

Except as disclosed in paragraph 12 – "*Legal and arbitration proceedings*" of the section "*Description of the Issuer*", neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including such proceedings which are pending or threatened of which the Issuer is aware) during the last twelve months preceding the date of this Information Memorandum which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Issuer or the Group.

Material contracts

Except as disclosed in the section "*Description of the Issuer*", there are no material contracts for the Issuer that are not entered into in the ordinary course of the Issuer's business which could result in any Group member being under an obligation or entitlement that is material to the Issuer's ability to meet its obligations to Holders.

Representation of Holders

No entity or organisation has been appointed to act as representative of the Holders. The provisions on meetings of Holders are set out in Condition 14(a) and the Schedule to the Conditions.

Independent auditors

PwC Reviseurs d'Entreprises SRL / PwC Bedrijfsrevisoren BV (*société de réviseurs agréée/erkend revisorenvennootschap*), represented by Mr Kurt Cappoen, with offices at Culliganlaan 5, B-1831 Diegem, Belgium, has audited the consolidated annual financial statements of the Issuer as of and for the years ended 31 December 2023 and 31 December 2024 in accordance with the International Standards of Auditing and the audit resulted in unqualified opinions. PwC Reviseurs d'Entreprises SRL / PwC Bedrijfsrevisoren BV is a member of the *Institut des Réviseurs d'Entreprises/Instituut der Bedrijfsrevisoren*.

Transactions with the Issuer

So far as the Issuer is aware, there is no natural or legal person involved in the issue of Notes and having any conflict of interest that is material to the issue of the Notes, other than certain of the Joint Lead Managers, the Agent and their affiliates who 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. In addition, in the ordinary course of their business activities, the Joint Lead Managers, the Agent 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 its affiliates (including the Notes). Certain of the Joint Lead Managers, the Agent or their affiliates that have a lending relationship with the Issuer or its affiliates routinely hedge, and certain other of those Joint Lead Managers, the Agent or their affiliates may hedge, their credit exposure to the Issuer and/or affiliates consistent with their customary risk management policies. Typically, such Joint Lead Manager, Agent and its 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). Any such short positions could adversely affect future trading prices of the Notes. The Joint Lead Managers, the Agent 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.

Yield

The yield of the Notes to the First Reset Date will be 5.877 per cent. *per annum*. The yield is calculated as at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. Solely for the purpose of calculating the yield, this assumes that (i) the Notes are redeemed on the First Reset Date and (ii) the Prevailing Principal Amount remains at the Initial Principal Amount at all times and no Interest Payments are cancelled in whole or in part.

Third party information

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

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