

INFORMATION MEMORANDUM

KBC GROUP NV

Issuer



**MULTICURRENCY
CERTIFICATE OF DEPOSIT PROGRAMME**

EUR 2,000,000,000

This programme is not rated or guaranteed

Arranger, Paying Agent and Dealer

KBC BANK NV



25 February 2025

Potential investors are invited to read this Information Memorandum, and in particular the Terms and Conditions and the selling restrictions, prior to investing.

This Information Memorandum has been prepared in compliance with the STEP requirements laid down in the STEP Market Convention.

Potential investors are invited to read this Information Memorandum, and in particular the Terms and Conditions of the Certificates of Deposit and the Selling Restrictions, prior to investing. Nevertheless, a decision to invest in the Certificates of Deposit should not be made on the sole basis of this document and should only be made (by the potential investor) after a careful analysis of all the features of the Certificates of Deposit and risks (including the ones on the Issuer), by taking into account its own financial, accounting, and tax situation (and the possible related impacts of purchasing the Certificates of Deposit) and its own objectives, experience, financial and operational resources and other relevant circumstances, and after having obtained all necessary information and advice from professional advisers (including legal, accounting, and tax advisers) if the potential investor estimates such advice is necessary. The potential investor should conduct its own analysis, using such assumptions as it deems appropriate and performing all the checks it would estimate as necessary, and should fully consider other available information, including any risk factor, in order to make an informed assessment of the Certificates of Deposit and of the Issuer and to make an independent determination of the suitability, risks, and consequences of such instrument for the potential investor.

IMPORTANT NOTICE

This information memorandum (together with any supplement and information incorporated herein by reference, the “**Information Memorandum**”) contains summary information provided by the Issuer under which the Issuer may issue at any time short-term Certificates of Deposit in the form of dematerialised certificates of deposit (*certificats de dépôt / depositobewijzen*) (the “**Certificates of Deposit**”) pursuant to the Belgian Law of 22 July 1991 (as amended) (the “**Law**”) and the Belgian Royal Decree of 14 October 1991 (as amended) (the “**Royal Decree**”) relating to “*billets de trésorerie et certificats de dépôt / thesauriebewijzen en depositobewijzen*” (the “**Certificates of Deposit**”) up to a maximum aggregate amount of EUR 2,000,000,000 (the “**Programme**”). The Issuer is entitled to issue Certificates of Deposit further to Article 1 §1 second indentation of the Law and this Information Memorandum constitutes a ‘prospectus’ for the purposes of Article 5 of the Law.

Under the Programme, the Issuer may issue Certificates of Deposit outside the United States pursuant to Regulation S (the “**Regulation S**”) of the United States Securities Act of 1933, as amended (the “**Securities Act**”).

The Issuer has, pursuant to a dealer agreement on or about 25 February 2022 (as amended, supplemented or restated from time to time, the “**Dealer Agreement**”), appointed KBC Bank NV as arranger (the “**Arranger**”) for the Programme and KBC Bank NV as dealer (the “**Dealer**”) for the Certificates of Deposit, and authorised and requested the Dealer to circulate the Information Memorandum in connection with the Programme on its behalf to purchasers or potential purchasers of the Certificates of Deposit.

The Issuer has confirmed to the Arranger and to the Dealer that, in the context of this Programme, the information contained in this Information Memorandum or incorporated by reference, when read in conjunction with the most recently published consolidated annual report and accounts and any subsequent interim statements of the Issuer (copies of which may be obtained from the Issuer on request and are available on the website of the STEP Secretariat), is in all material respects true, accurate and not misleading and that since the date of such press releases, accounts or financial statements, there has been no material adverse change in the financial condition of the Issuer up to the date of this Information Memorandum (or, if applicable, any update thereof or supplement thereto), other than as disclosed in this Information Memorandum or incorporated therein by reference (as updated or supplemented from time to time).

The information contained in the Information Memorandum is not and should not be construed as a recommendation by the Arranger and/or the Dealer or the Issuer that any recipient should purchase Certificates of Deposit. Each such recipient must make and shall be deemed to have made its own independent assessment and investigation of the financial condition, affairs and creditworthiness of the Issuer and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum. The financial information made available to each holder of Certificates (each a “**Certificateholder**”) shall be available on the website www.kbc.com and at the registered address of the Issuer and shall be provided to any Certificateholder upon request.

In accordance with the Short-Term European Paper (“STEP”) Initiative, this Programme has been submitted to the STEP Secretariat in order to apply for the STEP label in respect of Notes to be issued with a maturity of not more than 364 days from and including the date of issue to but excluding the maturity date. Information as to whether the STEP label has been granted for this Programme may be made available on the STEP market website (initially www.stepmarket.org). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability.

Unless otherwise specified in this Information Memorandum, the expressions “STEP”, “STEP Market Convention”, “STEP label”, “STEP Secretariat” and “STEP market website” shall have the meanings assigned to them in the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the Euribor ACI – The Financial Markets Association and the European Money Markets Institute (as amended from time to time).

Except as required by the Law and the Royal Decree, none of the Issuer, the Arranger nor any Dealer has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility or liability is accepted by the Arranger or a Dealer as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum or any supplement hereto.

The Issuer accepts responsibility for the Information Memorandum and its supplements and updates, if any. In particular, the Issuer will be responsible towards interested parties for losses which may occur as an immediate and direct result of the absence or inaccuracy of any matters that are required to be contained herein pursuant to Article 5 of the Law and pursuant to the provisions of Chapter II, Section 2 of the Royal Decree. . This Information Memorandum has not been, and will not be, notified to, nor approved by, the Belgian Financial Services and Markets Authority (*Autoriteit voor Financiële Diensten en Markten/Autorité des Services et Marchés Financiers*).

No person is authorised by the Issuer or any Dealer to give any information or to make any representation not contained within the Information Memorandum or any supplement hereto, and if given or made, such information or representation must not be relied upon as having been authorised. Neither the Issuer, the Arranger nor any Dealer, except for the Issuer as required by law, accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstance create any implication that the Information Memorandum is accurate at any time subsequent to the date of the Information Memorandum with respect to the Issuer or that there has been no change in the business, financial condition or affairs of the Issuer since the date of the Information Memorandum.

Neither the Arranger nor the Dealer undertake to review the business or financial condition or affairs of the Issuer during the life of the Programme, nor undertake to advise any recipient of the Information Memorandum of any information or change in such information coming to the Arranger’s or any Dealer’s attention.

The Dealer and the Paying Agent will, in connection with their appointment or under the Certificates of Deposit, act solely for and upon the instructions of the Issuer and will incur no liability for or in respect of any action taken by any of them pursuant to the Law and/or the Royal Decree, nor will they have any obligations towards, or a relationship of agency or trust with, any of the holders or owners of Certificates of Deposit.

Neither the Arranger nor the Dealer accept any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute or contain an offer or invitation to any person to purchase Certificates of Deposit, nor may it be used for such purposes. The distribution of this Information Memorandum and the offering for sale of the Certificates of Deposit in certain jurisdictions may be restricted by law. Any persons into whose possession this Information Memorandum or any Certificates of Deposit come are required by the Issuer, the Arranger and any Dealer to inform them of, and to observe any such restrictions. In particular such persons are required to comply with the restrictions on offers or sales of Certificates of Deposit and on distribution of this Information Memorandum and other information in relation to the Certificates of Deposit set out under Selling Restrictions set out in *Schedule 1* hereto.

In the case of any doubt about the content or meaning of the Information Memorandum, the functioning of the Certificates of Deposit or about the risk involved in purchasing the Certificates of Deposit, investors should consult a specialised financial adviser or abstain from investing.

The Issuer is involved in a general business relationship or/and in specific transactions with the Dealer (or/and certain affiliates of the Dealer) and that they might have conflicts of interests which could have an adverse effect to the interests of the Certificateholders. The Dealer may hold from time to time debt securities, shares or/and other financial instruments of the Issuer. Within the framework of a normal business relationship with its banks, the Issuer entered or/and may enter into facilities agreement with the Dealer or certain affiliates of the Dealer. Such facilities agreement(s) may include different or additional terms or covenants in favour of the lenders under the facilities agreement compared to the terms of the Certificates of Deposit.

THE CERTIFICATES OF DEPOSIT HAVE NOT BEEN NOR WILL BE REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES OR OTHER JURISDICTION OF THE UNITED STATES AND TREASURY NOTES MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS.

The Certificates of Deposit are not intended to be offered, sold or otherwise made available to and, with effect from such date, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (*EEA*). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as may be amended from time to time, the *Insurance Mediation Directive*), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; (c) not a qualified investor as defined in Regulation 2017/1129/EU (as may be amended, the *Prospectus Regulation*), or (d) consumers within the meaning of the Belgian Code of Economic Law. Consequently no key information document required by Regulation (EU) No 1286/2014 (as may be amended from time to time, the *PRIIPs Regulation*) for offering or selling the Certificates of Deposit or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Certificates of Deposit (other than Fixed Rate Certificates of Deposit) or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MiFID II Product Governance

The Issuer will before Trade Date and where applicable outline the target market assessment in respect of the Certificates of Deposit and which channels for distribution of the Certificates of Deposit are appropriate. Any person subsequently offering, selling or recommending the Certificates of Deposit (a “**distributor**”) should take into consideration the target market assessment. A distributor subject to MiFID II is, however, responsible for undertaking its own target market assessment in respect of the Certificates of Deposit (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

Benchmark Regulation –

Amounts payable under the Certificates of Deposit may be calculated by reference to certain reference rates. Any such reference rate may –but will not necessary-constitute a benchmark for the purposes of Regulation

(EU) 2016/1011 (the “**Benchmark Regulation**”). As from 1st January 2020, the benchmarks used as reference rates for the calculation of the amounts payable under the Certificates of Deposit will be provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (ESMA) pursuant to Article 36 of the Benchmark Regulation.

GENERAL

All references in this document to euro, EUR and € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Community, as amended.

Capitalised terms used in the Information Memorandum shall, unless the context otherwise requires, have the meaning given to them further below in this Information Memorandum. Unless a contrary indication appears, any reference in this Information Memorandum to a provision of law is a reference to that provision as amended, restated or re-enacted.

TAX

No advice given by the Issuer, the Arranger, or any Dealer in respect of taxation matters relating to the Certificates of Deposit and each investor is advised to consult its own professional adviser.

DEFINITIONS

Capitalised terms used in the Information Memorandum shall, unless the context otherwise requires, have the meaning given to them in *Schedule 1* of this Information Memorandum. Unless a contrary indication appears, any reference in this Information Memorandum to a provision of law is a reference to that provision as amended, restated or re-enacted.

RISK

The Certificates of Deposit may not be a suitable investment for all investors. Investing in the Certificates of Deposit may entail several risks. Each potential investor in the Certificates of Deposit must determine the suitability of that investment in light of its own circumstances. In case of doubt, potential investors should consult their financial and legal advisers about the risks of investing in the Certificates of Deposit and the suitability of this investment in light of their particular situation. In particular and without limitation, each potential investor may wish to consider, either on its own or with the help of its financial or other advisors, whether it:

- (a) has sufficient knowledge and experience to understand the specific merits and risks of the business or activities of the Issuer;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates of Deposit and the impact the Certificates of Deposit will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates of Deposit, including Certificates of Deposit with principal or interest (if any) payable in Euros or any other currency (in particular when such currency is different from the potential investor's currency);
- (d) understand thoroughly that the value of the Certificates of Deposit may be affected by the creditworthiness of the Issuer and a number of additional factors, such as market interest and yield rates and the time remaining to the maturity date and more generally all economic, financial and political events, including factors affecting capital markets generally;
- (e) understands thoroughly that in the event of a default by the Issuer, they might not receive the amounts to which they would have been entitled to and could lose all or part of the capital invested;
- (f) understands thoroughly the terms and conditions of the Certificates of Deposit; and

- (g) is able to fully 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.

Certificateholders may be required to absorb losses in the event the Issuer becomes non-viable or were to fail.

Certificateholders may lose their investment in case the Issuer were to become non-viable or fail. In such circumstances, resolution authorities may require Certificates of Deposit to be written down or converted and Certificates of Deposits to be bailed-in pursuant to Directive 2014/59/EU, as amended (the “**BRRD**”).

The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) a relevant entity is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such relevant entity within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business; (ii) bridge institution; (iii) asset separation; and (iv) bail-in – which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing relevant entity (which write-down may result in the reduction of such claims to zero) and to convert certain unsecured debt claims (including Certificates of Deposit) to equity or other instruments of ownership (the “**bail-in power**”), which equity or other instruments could also be subject to any future cancellation, transfer or dilution.

Bail-in of senior debt and other eligible liabilities.

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

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

The bail-in power enables the Resolution Authority to recapitalise a failed institution by allocating losses to its shareholders and unsecured creditors (including holders of Certificates of Deposit) in a manner which is consistent with the hierarchy of claims in an insolvency of the relevant financial institution. The BRRD contains certain safeguards which provide that shareholders and creditors that are subject to any write down or conversion should in principle not incur greater losses than they would have incurred had the relevant financial institution been wound up under normal insolvency proceedings (‘no creditor worse off’ principle). Importantly, certain liabilities of credit institutions will be excluded from the scope of the “eligible liabilities” and therefore not subject to bail-in. These include covered deposits, secured liabilities (including covered bonds) as well as certain debt with maturities of less than seven days and certain other liabilities. All other liabilities (including the Certificates of Deposit) will be deemed “eligible liabilities” subject to the statutory bail-in powers.

BRRD specifies that governments will only be entitled to use public money to rescue credit institutions as a last resort and provided that a minimum of 8% of the own funds and total liabilities have been written down, converted or bailed in. Moreover, the resolution authorities will be entitled to first bail-in senior debt issued at the level of the Issuer (including the Certificates of Deposit) before writing down or bailing in any tier 1, tier 2 capital instruments or senior debt issued at the level of the Issuer.

SUMMARY OF THE PROGRAMME
TERMS AND CONDITIONS

Each and all Certificates of Deposit issued under the Programme will be subject to the following terms and conditions (the “**Terms and Conditions**”).

The following terms are the full terms and conditions as stipulated in Article 5 § 5 of the Law and Article 16 § 1 of the Royal Decree, which (subject to completion and amendment) will be applicable to each series of Certificates of Deposit (Certificates of Deposit issued under the Programme are issued in series and, when applicable, each series may comprise one or more tranches of Certificates of Deposit), provided that a Certificate of Deposit may have other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these terms and conditions, replace the following terms and conditions for the purpose of such Certificate of Deposit.

In accordance with Article 5 § 5 of the Law, these Terms and Conditions are enforceable to the subscribers and acquirers of Certificates of Deposit issued under the Programme.

1.1	Name of the Programme	KBC Group NV Multicurrency Short Term Certificate of Deposit Program (hereinafter the “ Programme ”)
1.2	Type of Programme	Single Issuer Multicurrency Short Term Certificate of Deposit Programme (STEP COMPLIANT) Certificates of Deposit means the certificates of deposit issued on a dematerialised basis under the Programme.
1.3	Name of the Issuer	KBC Group NV Registered Office: Havenlaan 2 B-1080 Brussels Belgium
1.4	Type of Issuer	Financial holding
1.5	Purpose of the Programme (Net proceeds)	The net proceeds of the Certificates of Deposit will be applied by the Issuer to meet part of its general financing requirements.
1.6	Programme Size	The Issuer undertakes not to issue the Certificates of Deposit under the Programme if such issuance would lead to have an outstanding aggregate nominal amount of the Certificates of Deposit exceeding EUR 2,000,000,000 (or the equivalent thereof in any Selected Currency). For this purpose, the equivalent in EUR of Certificates of Deposit denominated in a Selected Currency shall be calculated on the basis of the latest indicative exchange rate published by the European Central Bank on either Reuters page LOCKING, or Reuters page ECB37 at or about 2:15 p.m. on the Business Day preceding the Issue Date. The equivalent of the already outstanding Certificates of Deposit shall be calculated on the basis of the same conversion rate. “ Selected Currency ” means the lawful currency other than Euro for which the European Central Bank daily publishes Euro foreign exchange rates. Any transaction for Certificates of Deposit denominated in any Selected Currency shall be conditional upon

		<ol style="list-style-type: none"> 1. this transaction being lawful and in compliance with all requirements of any relevant central bank and any other relevant fiscal, monetary, regulatory or other authority from time to time, for deposits to be made in such currency and for such Certificate of Deposit to be issued, offered for sale, sold and delivered; 2. the written consent of the Paying Agent to that Selected Currency having been given; and 3. any appropriate amendments required, or considered by the Paying Agent to be required, to be made to this Agreement and/or the Paying Agency Agreement excluding EUR, provided the NBB-SSS accepts such currency and subject to compliance with all applicable laws, regulations and requirements of the relevant central bank or equivalent body.
1.7	Characteristics and form of the Certificates of Deposit	<p>Dematerialised Certificates of Deposit</p> <p>The Certificates of Deposit shall be issued on a dematerialised basis in book-entry form in accordance with the Law and the Royal Decree and may not be converted into another form.</p>
1.8	Interest (Yield basis)	<p>The Certificates of Deposit generating periodical interest payments at a fixed or floating rate shall be designated as “Interest-bearing Certificates of Deposit”.</p> <p>The Certificates of Deposit issued on a discount basis shall be designated as “Discount Certificates of Deposit”.</p> <p>On each Interest Payment Date in respect of Interest-bearing Certificates of Deposit, interest will be paid thereon calculated at the agreed fixed or floating rate.</p> <p>Fixed interest will be calculated on the basis of the actual number of days elapsed divided by 360 or 365 as the case may be.</p> <p>Floating interest will be calculated on the basis of the actual number of days elapsed divided by 360 or 365 following market practice for the relevant Selected Currency.</p>
1.9	Currencies of issue of the Certificates of Deposit	The Certificates of Deposit may be denominated in EUR and any other lawful Selected Currency (see Clause 1.6 of this Information Memorandum), subject to compliance with any applicable legal regulatory and central bank requirements.
1.10	Tenor of the Certificates of Deposit	Each Certificate of Deposit will have a maturity of minimum of one (1) calendar day, a maximum of three hundred sixty four (364) calendar days with that Tenor being calculated from (and including) the Issue Date to (but excluding) the Maturity Date of that Certificate of Deposit, subject to compliance with any applicable legal and regulatory requirements (including the rules of the Clearing System).
1.11	Minimum Issuance Amount	This should be at least EUR 250,000 or equivalent for non-EUR issuances.
1.12	Minimum denomination of the Certificates of Deposit	The minimum denomination of each Certificate of Deposit will be EUR 250,000 or the equivalent in any Selected Currency or such other denominations as may be determined by the Law and/or the Royal Decree, provided that the equivalent of the denomination of any Certificate of Deposit issued in a Selected Currency

		in EUR will not be less than EUR 250,000 or, without prejudice to the selling restrictions set out in <i>Schedule 1</i> hereto, such other minimum denomination as may be accepted or required from time to time by the Law, the Royal Decree or any other applicable laws or regulations (whether Belgian or foreign).
1.13	Status of the Certificates of Deposit	The Certificates of Deposit shall represent direct, unconditional, unsubordinated and unsecured obligations of the Issuer. At all times they shall rank <i>pari passu</i> with all other present and future unsubordinated and unsecured obligations of the Issuer (save for those preferred by mandatory provisions of law).
1.14	Governing law that applies to the Certificates of Deposit	The Certificates of Deposit shall be governed by the laws of the Kingdom of Belgium and shall be subject to the exclusive jurisdiction of the Dutch speaking courts of Brussels, Belgium.
1.15	Listing	Not applicable.
1.16	Settlement system	<p>The Certificates of Deposit issued on a dematerialised form shall be recorded in the securities account of each investor with its Custodian. The Certificates of Deposit will be delivered to the securities account of the investor with its Custodian and cash payments will be made to the cash account of the investor with its Custodian within and in accordance with the regulations governing the clearing system organised by the NBB-SSS. The Certificates of Deposit will thus be represented by book-entries and the holders of the Certificates of Deposit will not be entitled to the exchange into Certificates of Deposit in bearer, registered or any other form.</p> <p>Where:</p> <p>“NBB-SSS” means the Nationale Bank van België N.V./S.A. Banque Nationale de Belgique or any other entity entitled by law to operate a clearing system and with whom the Issuer and the Agent have concluded a clearing agreement or to whom the rights and obligations of the Nationale Bank van België N.V./S.A. Banque Nationale de Belgique might be lawfully transferred.</p> <p>“Clearing System” means the securities settlement system recognised or approved in accordance with Articles 3 to 13bis of the Law of 2 January 1991 on the market of public debt securities and the monetary policy instruments as amended from time to time and the Law of 6 August 1993 on transactions in certain securities, as amended from time to time and its implementing decrees as amended from time to time. The securities settlement system operated by the NBB was recognised as such by a Royal Decree of 14 June 1994 (the NBB-SSS).</p> <p>“Custodian” means any direct or indirect participant in the NBB-SSS with whom a Holder of Certificates of Deposit may have a securities account in which its ownership of Certificates of Deposit is evidenced by book-entry. Participants in the clearing system of NBB include most Belgian banks and stock brokers, Euroclear Bank S.A./N.V. as operator of the Euroclear System (Euroclear), SIX SIS (CH), Euronext Securities Milan (IT), Clearstream Banking Frankfurt, Interbolsa (PT) and several banks established in a Member State of the European Union (for a list of the participants, refer to https://www.nbb.be/nl/list-nbb-investor-icsds).</p> <p>“NBB” means the National Bank of Belgium (Nationale Bank van België N.V./Banque Nationale de Belgique S.A.), having its registered office at Boulevard de Berlaimont 14, 1000 Brussels, Belgium.</p>

1.17	Rating(s) of the Programme	The Programme is not rated.
1.18	Guarantor(s)	Not Applicable
1.19	Issuing and Paying agent(s)	KBC Bank NV
1.20	Arranger(s)	KBC Bank NV
1.21	Dealers(s)	KBC Bank NV. KBC Bank NV will be responsible for the placement of any issuances.
1.22	Selling Restrictions	<p>The Certificates of Deposit shall not be and may not be offered or sold (either on issue or at any time thereafter) to investors in any jurisdiction where such offer or sale would not be authorised, constitute a public offering of securities, or would require any further action to be taken.</p> <p>More specifically, but without limitation, potential investors are hereby informed that restrictions on the offer, sale or purchase of Certificates of Deposit may exist in or with respect to their jurisdiction.</p> <p>For further information, please see <i>Schedule 1</i></p>
1.23	Taxation	<p>The following is a general summary of Belgian taxation as of the date hereof in relation to payments made under and other transfers involving the Certificates of Deposit. The information provided below does not purport to be exhaustive and holders of Certificates of Deposit who are in doubt as to their tax position should consult their professional advisors.</p> <p>(a) <u>Withholding Tax</u></p> <p>By application of the Belgian Law of 6 August 1993 concerning transactions in certain securities, the Belgian withholding tax, of which the rate currently is 30%, <i>is not levied</i> if the Certificates of Deposit are booked on an account that has been opened in the books of a direct or indirect participant of the X/N clearing system of the NBB, and if the Treasury Noteholder falls within the category of persons which are allowed to open an X-account in accordance with Article 4 of the Royal Decree of 26 May 1994 regarding the collection and the reallocation of withholding taxes (the “Eligible Investors”).</p> <p>Eligible Investors means (i) the resident companies referred to in Article 2 § 1, 5°, b of the Belgian Income Tax Code of 1992 (the “BITC”); (ii) without prejudice to Article 262,1° and 5° of the BITC, the institutions, organisations or companies referred to in Article 2 § 3 of the Law of 9 July 1975 with respect to the supervision of the insurance companies, other than those referred to under (i) and (iii); (iii) semi-governmental institutions for social security or assimilated institutions specified in Article 105, 2° of the Royal Decree of 27 August 1993 implementing the BITC; (iv) non-resident savers referred to in Article 105, 5° of the same Royal Decree; (v) investment funds referred to in Article 115 of the same Royal Decree; (vi) tax-payers referred to in Article 227, 2° of the BITC who hold the Certificates of Deposit for their professional activities in Belgium and who are subject to the non-resident income tax pursuant with Article 233 of the BITC (<i>belasting van de niet-inwoners/impôt des non-résidents</i>); (vii) the Belgian State, for its investments exempted from withholding tax in accordance with Article 265 of the BITC; (viii) investment funds organized under foreign law that are an undivided estate</p>

	<p>managed by a management company on behalf of the participants, if their rights of participation are not publicly issued in Belgium nor traded in Belgium and (ix) the resident companies not referred to in (i) having an activity that consists solely or mainly of granting credits and loans and (x) only for the income from debt securities issued by legal persons that are part of the sector public authorities, in the sense of the European system of national and regional accounts (ESA), for the application of the European Community Rule N° 3605/93 of 22 November 1993 on the application of the Protocol on the procedure in case of excessive deficits attached to the Treaty of the European Communities, the legal entities that are part of the aforementioned sector of public authorities.</p> <p>Holders of the Certificates of Deposit that do not belong to one of the categories listed above (i.e. who are not qualified as Eligible Investors) and in respect of which the withholding tax is <i>levied</i> at a current rate of 30% in respect of the Certificates of Deposit include, <i>inter alia</i>, Belgian resident individuals or Belgian non-profit organisations, other than those referred to under (ii) and (iii) above, or Belgian organizations for the financing of pensions as meant in the Law of 27 October 2006.</p> <p>When opening a X-Account for the holding of Certificates of Deposit, investors are normally required to provide the financial institution where this account is kept with a certificate stating that the investor qualifies as “Eligible Investor”. Furthermore, this specific certificate has to be kept by the financial institution where this account is kept at the disposal of the Belgian Tax Authorities.</p> <p>If the Certificate of Depositholder does not belong to, or ceases to belong to, one of the categories listed in Article 4 of the Royal Decree of 26 May 1994, as amended, its account with the clearing system organised by the NBB-SSS will be designated as a non-exempted account (the "N-account"), and, therefore, the Certificate of Depositholder will be subject to the withholding tax of which the rate is currently 30%.</p> <p style="text-align: center;">(b) <u>Gross Up</u></p> <p>If, as a result of any amendment to or any change in the laws or regulations of the Kingdom of Belgium or any political subdivision thereof or agency thereof or therein or in the interpretation or administration of any such laws or regulations which becomes effective on or after the Issue Date of the relevant Certificates of Deposit, Certificates of Deposit held by the holders of Certificates of Deposit belonging to one of the categories of investors as listed in article 4 of the royal decree of 26 May 1994 regarding the collection and the reallowance of withholding taxes, would become subject to withholding tax on the occasion of the next Interest Payment Date in respect of such Certificates of Deposit, the Issuer may, at its option, either pay such additional amounts to the holder of the Certificates of Deposit as may be necessary for the net amounts received by that holder, after such deduction or withholding, to equal the respective amounts which would have been receivable under these terms and conditions in respect of the Certificates of Deposit in the absence of such deduction or withholding (“Additional Amounts”) or, redeem all, but not some only, of the Certificates of Deposit held by such holders of Certificates of Deposit which would be subject to such withholding (in no case earlier than 30 days before the effective date of such new treatment) upon notice being given not less than 15 days prior to the redemption date.</p> <p>The Certificates of Deposit will be redeemed:</p>
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	<p>(i) in the case of Discount Certificates of Deposit, at a price which is calculated according to the formulae given in “Issue Price” above.</p> <p>Considering that, for the purpose of these formulae:</p> <p>(a) the issue price is to be understood as the redemption price (b) the annual yield remains the issue yield (c) the actual number of days to take into account are those remaining between the early redemption date and the Maturity Date</p> <p>(ii) in the case of Interest-bearing Certificates of Deposit, at their principal amount in the relevant currency together with accrued interest up to the date fixed for redemption.</p> <p>(c) <u>Income Tax</u></p> <p>A holder of a Certificate of Deposit, who derives income from a Certificate of Deposit, or who realizes a gain on disposal or redemption of a Certificate of Deposit, will, apart from Belgian withholding tax -if applicable, see (a)- generally not be subject to Belgian income tax unless (i) the holder is a non-resident who is using the Certificates of Deposit in a fixed base or permanent establishment which he maintains in Belgium, (ii) the holder is a private individual resident of Belgium who is using the Certificates of Deposit for his professional activity, (iii) the holder is a private individual whose income or capital gains arise from transactions going beyond the normal course of management of private property, or (iv) the holder is subject to the Belgian corporate income tax (<i>vennootschapsbelasting/impôt des sociétés</i>);</p> <p>(d) <u>Gift Tax</u></p> <p>The Certificates of Deposit will not be subject to Belgian gift taxes provided the gift is not required to be and is not made or evidenced by a deed or other instrument subject to registration in Belgium.</p> <p>(e) <u>Inheritance Tax</u></p> <p>The Certificates of Deposit will not be subject to Belgian inheritance taxes if held by persons not resident in Belgium at the time of their death.</p> <p>(f) <u>Exchange of information (CRS Common Reporting Standard)</u></p> <p>The Savings Directive (2003/48/EC) of 3 June 2003 has been repealed from 1 January 2017 in the case of Austria and from 1 January 2016 in the case of all other Member States. The measures of cooperation provided by the Savings Directive will be progressively replaced by the implementation of Council Directive 2014/107/EU of 09/12/2014 on administrative cooperation in the field of taxation which provides for automatic exchange of financial account information between Member States (DAC2), including income categories contained in the Savings Directive (the latter Directive contains a much broader scope of reporting than the Savings Directive).</p> <p>Under this latter Directive (and the Belgian law implementing this Directive - “<i>Wet tot regeling van de mededeling van inlichtingen betreffende financiële rekeningen, door de Belgische financiële instellingen en de FOD Financiën in het kader van automatische uitwisseling van inlichtingen op internationaal niveau en voor belastingdoeleinden</i>” of 16 December 2015) Belgian Reporting Financial</p>
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		<p>Institutions holding these notes for tax residents in another CRS contracting state shall report financial information regarding the Certificates of Deposit (income, gross proceeds, etc.) held by a resident in another CRS contracting country 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.</p> <p><u>(g) Exchange of information: FATCA (U.S. Foreign Account Tax Compliance Act)</u></p> <p>According to the FATCA legislation, an Intergovernmental Agreement (IGA) was signed on 23 April 2014 (the Belgian law implementing the FATCA legislation is “<i>Wet tot regeling van de mededeling van inlichtingen betreffende financiële rekeningen, door de Belgische financiële instellingen en de FOD Financiën in het kader van automatische uitwisseling van inlichtingen op internationaal niveau en voor belastingdoeleinden</i>” of 16 December 2015) according to which Belgian financial institutions are required to identify and report financial information regarding the Certificates of Deposit (income, gross proceeds, etc.) held directly or indirectly by US persons to the Belgian competent authority, who shall communicate the information to the US tax authorities.</p>
1.24	Involvement of national authorities	Not applicable.
1.25	Contact details	<p>Any information regarding the Programme may be obtained from the Dealer:</p> <p>KBC Bank NV Havenlaan 2 B-1080 Brussels Belgium</p> <p>Sales: Tel: +32 2 417 4653 Contact: Commercial Paper Desk E-mail address: cpdesk@kbc.be</p>
1.26	Additional information on the programme	<p>Waiver of Set-off</p> <p>Subject to applicable law, no holder of a Certificate of Deposit may exercise or claim any right of set off, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Certificate of Deposit and each holder of a Certificate of Deposit shall, by virtue of his subscription, purchase or holding of any Certificate of Deposit, be deemed to have waived all such rights of set off, compensation and retention. Notwithstanding the preceding sentence, if any amounts owing to any holder of a Certificate of Deposit by the Issuer are discharged by set-off, such holder of a Certificate of Deposit shall, unless such payment is prohibited by law, immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of its winding-up or administration, the liquidator or administrator, as appropriate of the Issuer for the payment to creditors of the Issuer in respect of amounts owing to them by the Issuer and accordingly any such discharge shall be deemed not to have taken place.</p> <p>Maturity Date</p> <p>Means in relation to any Certificates of Deposit, the day (which shall be a Business Day) on which such Certificates of Deposit become due and payable pursuant to the terms thereof (the “Maturity Date”). If the day set forth as Maturity Date is not a Business Day, repayment of the relevant amount of the Certificates of Deposit shall be made on the next succeeding Business Day, without the relevant</p>

		<p>holder of the Certificates of Deposit being entitled to any payment claim nor to any interest claim or other compensation with respect to such postponement.</p> <p>Duration of the Programme Undefined.</p> <p>The Programme may be terminated at any time, provided that the present Terms and Conditions will remain in full force and effect with respect to Certificates of Deposit issued under the Programme for so long as such Certificates of Deposit shall remain outstanding. The Issuer, the Paying Agent or the Dealer will, save in case of an Event of Default, respect a thirty (30) days prior written notice thereof to the other parties, provided however that, save in case of an Event of Default, such termination may not take place earlier than six (6) months after the date of setting up the Programme.</p> <p>Nominal Amount Means the principal amount or the par value of a Certificate of Deposit exclusive of premium or interest payable by the relevant Issuer at the Maturity Date of such a Certificate of Deposit; it is also the value used for the calculation of interest of an Interest-bearing Certificate of Deposit.</p> <p>Interest Payment Date(s) Means in relation to any Interest-bearing Certificate of Deposit, a day determined in accordance with the following provisions.</p> <p>(a) For Interest-bearing Certificates of Deposit with <u>a fixed rate</u> of interest:</p> <ul style="list-style-type: none"> • the first Interest Payment Date shall fall on the date of the first anniversary of the Issue Date of such Certificate of Deposit and each subsequent Interest Payment Date, if any, shall fall on the date of the anniversary in each year of the Issue Date of such Certificate of Deposit, however with the possibility for the Issuer and the investors to agree upon a shorter or longer interest period; • the final Interest Payment Date shall fall on and coincide with the Maturity Date of such Certificate of Deposit; • the “<i>anniversary</i>” of an Issue Date in each year shall mean the day falling in the same month as and numerically corresponding to the Issue Date of such a Certificate of Deposit. <p>(b) For Interest-bearing Certificates of Deposit with <u>a floating rate</u> of interest:</p> <ul style="list-style-type: none"> • the first Interest Payment Date shall fall on the date which is 1, 2, 3, 6 or 12 months or such other periods as the Issuer and the investors may agree upon after the Issue Date of such a Certificate of Deposit and each subsequent Interest Payment Date shall fall on the date which is respectively 1, 2, 3 or 6 months or such other period as the Issuer and the investors may agree upon after the preceding Interest Payment Date; • the final Interest Payment Date shall fall on and coincide with the Maturity Date of such a Certificate of Deposit.
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	<p>If any Interest Payment Date determined in accordance with the above provisions is not a Business Day, payment of the relevant interest amount shall be postponed to the next Business Day. Such change of Interest Payment Date will not entitle the relevant holders of Certificates of Deposit to any payment claim nor to any interest claim or other compensation.</p> <p>Late Payment Interest means any amount remaining unpaid under any Certificate of Deposit shall itself bear interest without prior notice and until the actual payment of all amounts due, such late payment interest being calculated</p> <ul style="list-style-type: none"> • in respect of Certificates of Deposit in EUR on a day to day basis at the rate of 1% per annum above “<i>het marginale voorschottentarief van de Europese Centrale Bank</i>” (as published on Reuters page ECB01); or • in respect of Certificates of Deposit in any Selected Currency above the prevailing overnight inter-bank offered rate in the relevant currency as published on the relevant page of the Reuters Screen at 11.00 a.m. in the financial centre where such inter-bank offered rate is fixed. <p>Late Payment Interest will not be calculated on a compound basis.</p> <p>“Selected Currency” shall have the meaning as mentioned in Clause 1.6.</p> <p>Business Day Means (i) a day other than a Saturday or Sunday on which the Securities Settlement System of the National Bank of Belgium is operating and (ii) a day on which banks and forex markets are open for general business in Belgium and in the country of the relevant Selected Currency in which the Certificates of Deposit are denominated, and (iii) (if a payment in euro is to be made on that day), a day which is a Business Day for the Target 2 System.</p> <p>Target 2 System means the Trans European Automated Real-Time Gross Settlement Express Transfer System.</p> <p>Issue Date means in relation with any Certificates of Deposit, the Business Day on which such Certificates of Deposit are issued under the Programme and on which cash payments are due to be made by the subscribers of the Certificates of Deposit to the Issuer and, if applicable, on which a Certificate of Deposit starts to yield interest.</p> <p>Issue Price The issue price of each Discount Certificate of Deposit will be calculated as follows:</p> $IP = \frac{NA}{1 + \left(\frac{T}{X} \cdot \frac{Y}{100} \right)}$ <p>where:</p> <p>IP is the issue price</p>
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	<p>NA is the Nominal Amount of the Certificate of Deposit T is the actual number of days elapsed between the Issue Date (included) and the Maturity Date (excluded) of the Certificate of Deposit Y is the annual yield of the Certificate of Deposit X is 360 or 365 days according to the ISDA day count conventions applicable to the relevant currency at the time of issue of the Certificate of Deposit.</p> <p>Interest-bearing Certificates of Deposit may be issued at par, at a discount or at premium to their nominal amount.</p> <p>Redemption The Certificates of Deposit will be redeemed:</p> <p>(i) in the case of Discount Certificates of Deposit, at a price which is calculated according to the formulae given in “Issue Price” above.</p> <p>Considering that, for the purpose of these formulae:</p> <p>(a) the issue price is to be understood as the redemption price (b) the annual yield remains the issue yield (c) the actual number of days to take into account are those remaining between the early redemption date and the Maturity Date</p> <p>(ii) in the case of Interest-bearing Certificates of Deposit, at their principal amount in the relevant currency together with accrued interest up to the date fixed for redemption.</p> <p>Negative Pledge Not Applicable</p> <p>Events of Default If:</p> <ul style="list-style-type: none"> • the Issuer fails to pay in part or in full any sum under any Certificate of Deposit as and when it shall become due and payable either at Maturity Date or Interest Payment Date, upon redemption or otherwise, and such failure is continuing for three (3) Business Days after the date on which such sum was due, except where such non-payment or late payment is due to disfunctioning of the NBB-SSS; or • the Issuer fails to duly observe or perform any other of the material undertakings contained herein and such failure is continuing for fifteen (15) Business Days after the date on which written notice of such failure requiring the Issuer to remedy the same shall have been addressed to the Paying Agent and/or the Issuer; or • the Issuer takes any corporate action or other steps are taken or legal proceedings are started (in a voluntary or involuntary case) for its winding-up, dissolution or reorganisation or for the appointment of a receiver, liquidator, sequestrator (or other similar official) of the Issuer, or of any substantial part of its property under any applicable bankruptcy or insolvency law or any other similar law, other than a solvent
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		<p>reorganisation of the Issuer in accordance with the provisions of Book XX of the Belgian Code of Economic Law; or</p> <ul style="list-style-type: none"> • the Issuer becomes insolvent or is declared insolvent by a competent jurisdiction or stops, suspends or threatens to stop or suspend payment of all or a material part of its debt, or ceases or threatens to cease to carry on all or a material part of its business or a moratorium is proposed, agreed or declared in respect of all or a material part of the business or a moratorium is proposed, agreed or declared in respect of all or a material part of the indebtedness of the Issuer or the Issuer commences a voluntary case or an order is presented under any applicable bankruptcy or insolvency law or any other similar law; or • it becomes unlawful for the Issuer to perform any of its obligations under the Certificates of Deposit or any of its obligations ceases to be valid, binding or enforceable; or <p>then, in each and every such case, any holder of a Certificate of Deposit may, by written notice by registered letter to the Issuer the Paying Agent, declare that such a Certificate of Deposit shall be forthwith due and payable, whereupon as from the date of notice, such a Certificate of Deposit shall become immediately due and payable.</p> <p>Notwithstanding the above, there are no events of default (other than in the event of a dissolution or liquidation of the Issuer) allowing acceleration of the Certificates of Deposit if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Certificates of Deposit for recovery of amounts owing in respect of any payment of principal or interest on the Certificates of Deposit will be the institution of proceedings for the dissolution or liquidation of the Issuer in Belgium</p> <p>Secondary Market Should an investor wish to sell a Certificate of Deposit before its Maturity Date, the Dealer shall, at a best-effort basis, try to find a buyer for it, without making any commitment to repurchase such a Certificate of Deposit.</p> <p>Each investor is allowed to sell one or several Certificates of Deposit it owns, provided that the aggregate nominal amounts of both the Certificate of Deposit on sale and of the Certificate of Deposit to remain in its hands, if any, after such sale represent each at least EUR 250,000 or its approximate equivalent in any Selected Currency, pursuant to Article 6 of the Royal Decree.</p> <p>With regard to the Certificates of Deposit denominated in a Selected Currency Article 2 § 2 of the royal decree of 14 June 1994 stipulates that no transaction may occur on a value date falling two Business Days or less before a Maturity Date or an Interest Payment Date.</p> <p>Law The Law of 22 July 1991 concerning "<i>thesauriebewijzen en depositobewijzen/billets de trésorerie et certificats de dépôt</i>", as published in the Official Gazette of 21 September, 1991 (as amended from time to time).</p> <p>Royal Decree</p>
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		<p>The Royal Decree of 14 October 1991 concerning "<i>thesauriebewijzen en depositobewijzen/billets de trésorerie et certificats de dépôt</i>", as published in the Official Gazette 19 October 1991 (as amended from time to time).</p> <p>Notices</p> <p>Notices to the holders of Certificates of Deposit shall be validly (i) by letter addressed to the holders of Certificates of Deposit having a securities account or to the Custodian Bank holding the securities with the NBB-SSS or by a notice through the Paying Agent to the Clearer.</p> <p>A notice shall be deemed to have been given on the date of the first publication, or (if in writing) when delivered s.</p> <p>Notices to the Issuer, to the Paying Agent will be made to their respective offices by mail and addressed for the attention of the person designated by that party for that purpose as set out below:</p> <p><u>Issuer:</u> KBC Group NV Havenlaan 2 B-1080 Brussels Belgium Tel: +32 2 Contact: Gilles Corswarem E-mail address: gilles.corswarem@kbc.be</p> <p>Arranger & Dealer KBC Bank NV Havenlaan 2 B-1080 Brussels Tel: +32 2 417 35 50 Fax: +32 2 429 18 30 E-mail: scpdesk@kbc.be, structured_products@kbc.be and comm.paper@kbc.be Contact: Back Office</p> <p><u>Paying Agent:</u> KBC Bank NV Havenlaan 2 B-1080 Brussels Belgium Tel: +32 2 429 17 35 Fax: +32 2 429 17 15 E-mail: structured_products@kbc.be and comm.paper@kbc.be Contact: Back Office</p> <p>Extra-contractual liability</p> <p>Each holder of the Certificates of Deposit hereby agrees that the provisions of Article 6.3 of the Belgian Civil Code shall, to the maximum extent permitted by law, not apply under or in connection with these Terms and Conditions and that it shall not be entitled to make any extra-contractual liability claim against the Issuer or any auxiliary (<i>auxiliaire/hulppersoon</i>) 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 Terms and Conditions, even if such breach of obligation also constitutes an extra-contractual liability.</p>
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		<p>Termination of the Information Memorandum dated 25 February 2022</p> <p>This Information Memorandum replaces the Information Memorandum dated 25 February 2022 (the “Previous Information Memorandum”) in connection with the Programme of Certificates of Deposit issued by KBC Group NV with effect from and including the date of this Information Memorandum.</p> <p>For the avoidance of any doubt, any Certificates of Deposit issued under the Previous Information Memorandum remain subject to the terms and conditions of the Previous Information Memorandum.</p>
1.27		
1.28	Auditors of the issuer, who have audited the accounts of the issuer’s annual report	PricewaterhouseCoopers Bedrijfsrevisoren BV Culliganlaan 5, B-1831 Diegem, Belgium

2

INFORMATION CONCERNING THE ISSUER

2.1	Legal name	KBC Group NV
2.2	Legal form/status	Company with limited liability (<i>naamloze vennootschap/société anonyme</i>)
2.3	Date of incorporation /establishment	9 February 1935
2.4	Registered office	Havenlaan 2 1080 Brussels (Sint-Jans-Molenbeek) Belgium
2.5	Registration number, place of registration, LEI	0403.277.515, Brussels, Belgium, 213800X3Q9LSAKRUWY91. .
2.6	Company's purpose	<p>Corporate object (Article 2 of the articles of association of the Issuer)</p> <p>The company has as its object the direct or indirect ownership and management of shareholdings in other companies, including but not restricted to credit institutions, insurance companies and other financial institutions. The company also has as object to provide services to third parties, either for its own account or for the account of others, including to companies in which the company has an interest -either directly or indirectly- and to (potential) clients of those companies. The object of the company is also to acquire in the broadest sense of the word (including by means of purchase, hire and lease), to maintain and to operate resources, and to make these resources available in the broadest sense of the word (including through letting and granting rights of use) to the beneficiaries referred to in the second paragraph. In addition, the company may function as an intellectual property company responsible for, among other things, the development, acquisition, management, protection and maintenance of intellectual property rights, as well as for making these rights available, granting rights of use in respect of these rights and/or transferring these rights. The company may also perform all commercial, financial and industrial transactions that may be useful or expedient for achieving the object of the company and that are directly or indirectly related to this object. The company may also by means of subscription, contribution, participation or in any other form whatsoever participate in all companies, businesses or institutions that have a similar, related or complementary activity. In general, the company may, both in Belgium and abroad, perform all acts which may contribute to the achievement of its object.</p>
2.7	Summarised description of current activities	The Issuer is a financial services group active in the fields of banking, insurance and wealth management. One of the top bank, insurance and asset managers in Belgium, the KBC Group also has a key position in Central and eastern Europe.

- 2.9 **Capital (or equivalent) (31 December 2021)** The issued share capital of KBC Group NV on 13 December 2024 amounted to EUR 1,461,854,095.51 through 417,544,151 ordinary shares which upon nominal value.

- 2.10 **List of main shareholders** As set out in the following table:

Notifications of:	Last update*	Number of ordinary shares/voting rights
CORE SHAREHOLDERS		
KBC Ancora	16 April 2024	77 516 380
Cera	13 June 2024	16 555 143
MRBB	20 November 2024	51 905 219
Other core shareholders	24 December 2024	28 247 408
OTHER SHAREHOLDERS (details: see "Notifications (transparency legislation)" below)		
BlackRock Inc.	1 October 2024	18 217 405
KBC Group	30 July 2024	20 942 766

* Latest notification or update cf. the Act of 2 May 2007 (disclosure of significant participations) or the Act of 1 April 2007 (on public takeover bids) and other public information. Other shareholders: figures include the 'voting rights that may be acquired if the instrument is exercised as stated under 'B) Equivalent financial instruments' in the transparency notification; any shareholders falling below the 3% notification threshold are no longer included in the table.

- 2.11 **Listing of the shares of the Issuer** The shares of KBC Group NV are listed on Euronext Brussels.

- 2.12 **List of the members of the Board of Directors, or of the Supervisory Board and of the Directory as of 31 December 2021** See the Issuer's Annual Report 2023

- 2.13 **Ratings of the Issuer**

<i>Rating Agency</i>	<i>Long Term Rating</i>	<i>Short Term Rating</i>
Fitch	A (stable outlook)	F1
Moody's	Baa1 (stable outlook)	P-2
S&P	A- (stable outlook)	A-2

See also the investor relations page on www.kbc.com

- 2.14 **Additional information on the Issuer of**

Articles of Association

A copy of the Articles of Association is available for inspection and can be obtained at the registered office of KBC Group NV or at www.kbc.com.

**the
Programme**

Annual financial report and interim financial reports

The Issuer publishes an audited financial report on an annual basis and non-audited interim financial reports on a semi-annual basis. These financial reports are published at www.kbc.com.

No Material Adverse Change

There has been no material adverse change in the financial position of the Issuer since the date of its last audited annual financial statements (31 December 2023).

No Material Litigation

The Issuer is not involved in any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) which may have (or have had in the 12 months preceding the date of this Information Memorandum) a material adverse impact on the financial position or profitability of the Issuer.

3

CERTIFICATION OF INFORMATION FOR THE ISSUER

3

Certification of information of the Issuer3.1 **Persons responsible for the Information Memorandum**3.2 **Declaration of the person(s) responsible for the Information Memorandum:**

To the best of our knowledge,

1. this information memorandum (the “**Information Memorandum**”) and its supplemented documents and documents incorporated by reference (please refer to Clause 5) contain all information regarding itself and the Certificates of Deposit to be issued under the Programme, which is material in the context of this Programme;
2. the information contained in the Information Memorandum and all supplemented documents and documents incorporated by reference (please refer to Clause 5) is true and accurate in all material respects and is not misleading;
3. the opinions and intentions expressed in the Information Memorandum are honestly held, and
4. there are no other facts the omission of which would, in the context of the Programme and the issuance of Certificates of Deposit thereunder, make any such information or the expression of any such opinions or intentions misleading.

In accordance with the terms of the Royal Decree, we accept responsibility for the information contained in this Information Memorandum and shall compensate any investor for material damage arising directly from the omission or falseness of any information.

3.3 **Date, Place of signature, Signature**

25 February 2022, Brussels (for the signatures, please refer to page 25 of this Information Memorandum)

3.4 **Independent auditors of the issuer, who have audited the accounts of the issuer’s annual report**

PWC Bedrijfsrevisoren bcvba
Culliganlan 5,
B-1831 Diegem
Belgium

3.5 **Disclaimer clauses for dealer(s), IPA(s) and arranger(s)**

Everyone should be aware that, in the present document, as foreseen by the Law and the Royal Decree, the term “Information Memorandum” always and in all circumstances includes any supplement, updates, documents incorporated by reference (please refer to Clause 5), annual and semi-annual reports and financial information such as income statements and balance sheets of the Issuer.

This Information Memorandum contains information concerning the Programme and the Issuer, but is not intended to provide the

basis of any credit, taxation or other evaluation and should not be considered as a recommendation by the Dealer that any recipient hereof should buy any Certificates of Deposit.

Each investor considering an investment under the Programme shall be deemed to have made its own independent investigation into the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer and thus, in making its decision to invest, shall not rely, and shall be deemed not to have relied upon, any information or advice whatsoever, regarding the Issuer, provided by the Dealer and/or the Paying Agent.

KBC Bank NV has been appointed by the Issuer as its dealer (KBC Bank NV, in its capacity as dealer, will hereinafter be referred to as the “**Dealer**”) and therefore every holder or prospective holder of Certificates of Deposit may require from the Dealer the delivery of an Information Memorandum.

This document is also available at the administrative and commercial office of the Issuer and will be delivered to any investor in the Certificates of Deposit. KBC Bank NV has been appointed by the Issuer as its Paying agent (KBC Bank NV, in its capacity as Paying agent, will hereinafter be referred to as the “**Paying Agent**”).

No warranty or undertaking, expressed or implied, is made and no responsibility or liability is accepted by the Dealer or the Paying Agent as to the accuracy or completeness at any time of this Information Memorandum or any further information given in connection with the Programme. The Dealer and the Paying Agent expressly do not undertake to advise any investor in the Certificates of Deposit concerning any information coming to their attention and cannot be held responsible for any lack of information towards the investors.

THIS INFORMATION MEMORANDUM DOES NOT CONSTITUTE, AND MAY NOT BE USED FOR THE PURPOSE OF, AN OFFER, INVITATION OR SOLICITATION BY ANYONE IN ANY JURISDICTION OR IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER, INVITATION OR SOLICITATION IS NOT AUTHORISED OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER, INVITATION OR SOLICITATION. PERSONS IN POSSESSION OF THIS INFORMATION MEMORANDUM ARE REQUIRED TO RESPECT THE SELLING RESTRICTIONS SET OUT HEREIN.

SPECIFIC CONDITIONS OF EACH ISSUE OF CERTIFICATES OF DEPOSIT WILL BE MENTIONED IN THE INVESTOR’S CONFIRMATION THAT WILL BE PROVIDED TO EACH INVESTOR.

The Issuer fulfils the financial prerequisites detailed in Article 13 of the Royal Decree, as amended, and is therefore entitled to issue Certificates of Deposit.

The Dealer and the Paying Agent will, in connection with such appointment or under the Certificates of Deposit, act solely for and upon the instructions of the Issuer and will incur no liability for or in respect of any action taken by it pursuant to the Law and/or the Royal Decree, nor will they have any obligations towards, or a relationship of agency or trust with any of the owners of Certificates of Deposit.

4 INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL

An application for a STEP label for this Programme will be made to the STEP Secretariat [in relation to the Notes eligible under the STEP Market Convention]. Information as to whether the STEP label has been granted for this Programme [in relation to such Notes] may be made available on the STEP market website (initially <https://altered.secure4u.kbc.be/www.stepmarket.org>). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability.

Unless otherwise specified in this Information Memorandum, the expressions “STEP”, “STEP Market Convention”, “STEP label”, “STEP Secretariat”, and “STEP market website” shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 October 2023 and adopted by ACI FMA and The European Money Markets Institute (as amended from time to time).

DOCUMENTS INCORPORATED BY REFERENCE:

The following documents, which have previously been published or are published simultaneously with this Information Memorandum and have been filed with the STEP Secretariat, shall be incorporated in, and form part of, this Information Memorandum:

- Issuer's Annual Report year 2022

The Issuer's Annual Report of Year 2022 can be found on the website www.kbc.com, under the tab Investor Relations, Information on KBC Group, annual and interim reports, or directly, using this link:

- <https://www.kbc.com/content/dam/kbccom/doc/investor-relations/Results/jvs-2022/jvs-2022-grp-en.pdf> Issuer's Annual Report year 2023

The Issuer's Annual Report of Year 2023 can be found on the website www.kbc.com, under the tab Investor Relations, Information on KBC Group, annual and interim reports, or directly, using this link:

<https://www.kbc.com/content/dam/kbccom/doc/investor-relations/Results/jvs-2023/jvs-2023-grp-en.pdf> All documents required to be incorporated herein under the Law (as defined in the Terms and Conditions) and the Royal Decree (as defined in the Terms and Conditions), to the extent applicable.

All other documents that are expressly incorporated in this Information Memorandum.

Copies of documents incorporated by reference in this Information Memorandum can be obtained from (i) the registered office of the Issuer and at www.kbc.com.

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SIGNATURES:

Signatures of KBC Group NV as Issuer on 25 February 2025

Gilles Corswarem
Gilles Corswarem (Feb 21, 2025 12:03 GMT+1)

INNOCENZO SOI
INNOCENZO SOI (Feb 21, 2025 14:02 GMT+1)

Authorized signatory
on behalf of KBC Group NV

Authorized signatory
on behalf of KBC Group NV

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SCHEDULES:

List of schedules :

Schedule 1 – Selling Restrictions

Schedule 2 – The Issuer’s Annual Report for the year 2022

Schedule 3 – The Issuer’s Annual Report for the year 2023

SCHEDULE 1: Selling Restrictions

General

Each Dealer represents, warrants and agrees, and each Additional Dealer appointed under the Programme is required to represent, warrant and agree, that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Certificates of Deposit and it will not directly or indirectly offer, sell, resell, re-offer or deliver Certificates of Deposit or distribute any disclosure document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Each Dealer represents, warrants and agrees to the Issuer only, and each Additional Dealer will be required to represent, warrant and agree, that it has, to the best of its knowledge and belief, complied with and will comply with all applicable laws and regulations in any jurisdiction in which it may offer, sell or deliver Certificates of Deposit and it will not directly or indirectly offer, sell, resell, re-offer or deliver Certificates of Deposit or distribute the Information Memorandum, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

The offering for sale of Certificates of Deposit may be restricted by law. Potential investors shall be responsible for complying with applicable legislation in said other jurisdictions.

Potential purchasers undertake to comply with all applicable laws and regulations of such jurisdictions and will accept responsibility accordingly.

More specifically, potential purchasers are hereby informed of the following selling restrictions (which is not purported to be an exhaustive list of possibly applicable selling restrictions):

Belgium

In Belgium, (i) the Certificates of Deposit are to be kept at all times on a securities account with a participant in the Clearing System, and (ii) no issuance or transfer of Certificates of Deposit may result in any investor holding Certificates of Deposit for an amount of less than EUR 250,000.

Any offering of the Certificates of Deposit will be exclusively conducted under applicable private placement exemptions. This Information Memorandum and any other offering material related to the Certificates of Deposit have not been and will not be notified to, and have not been and will not be approved or reviewed by, the Belgian Financial Services and Markets Authority (Autorité des Services et Marchés Financiers/Autoriteit voor Financiële Diensten en Markten) (the “FSMA”). The FSMA has not and will not comment on the accuracy or adequacy of any such materials and has not and will not recommend the purchase of the Certificates of Deposit.

[Without prejudice to the section entitled “General” above, the Certificates of Deposit may not be distributed, directly or indirectly, to any individual or legal entity, in Belgium by way of an offer of securities to the public, as defined in article 4,2° of the Belgian Law of 11 July 2018 on the offering of investment instruments to the public and the admission of investment instruments to the trading on a regulated market (*Loi du 11 juillet 2018 relative aux offres au public d’instruments de placement et admissions d’instruments de placement à la négociation sur des marchés réglementés/Wet van 11 juli 2018 op de aanbieding van beleggingsinstrumenten aan het publiek en de toelating van beleggingsinstrumenten tot de verhandeling op een gereglementeerde markt*), as amended or replaced from time to time (the “**Belgian Prospectus Law**”), save in those circumstances set out in article 7 of the Belgian Prospectus Law and the Dealer has represented and agreed that it has not advertised, offered, sold or resold, transferred or delivered and will not advertise, offer, sell,

resell, transfer or deliver the Treasury Notes, directly or indirectly, to any individual or legal entity in Belgium other than to qualified investors as defined in the Prospectus Regulation acting for their own account; or to investors required to invest a minimum of EUR 100,000 (per investor and per transaction); or in any other circumstances set out in Article 7 of the Belgian Prospectus Law.

Prohibition of Sales to Consumers

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered or sold and it will not offer or sell the Certificates of Deposit to, consumers (consumenten/consommateurs) within the meaning of the Belgian Code of Economic Law (Wetboek van economisch recht/Code de droit économique), as amended.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Program will be required to represent and agree, that it has not offered, sold or otherwise made available, and will not offer, sell or otherwise make available, any Certificates of Deposit which are the subject of the offering contemplated by this Information Memorandum as completed by the investor's confirmation in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU, as amended ("**MiFID II**"); or
- (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;
- (iii) Not a qualified investor as defined in the Prospectus Regulation; and
- (iv) the expression "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates of Deposit to be offered so as to enable an investor to decide to purchase or subscribe the Certificates of Deposit.

United States

The Certificates of Deposit have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") and, upon and subject to the relevant legislation and regulations, the Certificates of Deposit may not be offered or sold within the United States. The Issuer and each Dealer represents and agrees that it has offered and sold, and will offer and sell, Certificates of Deposit only outside the United States in accordance with Regulation S under the Securities Act ("**Regulation S**"). Accordingly, the Issuer and each Dealer represents and agrees that neither it, nor its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Certificates of Deposit. Terms used in this paragraph have the meanings given to them by Regulation S.

General UK Selling Restriction

No Certificates of Deposit have been offered or will be offered pursuant to the offering contemplated by this Information Memorandum to the public in the United Kingdom, except that the Certificates of Deposit may be offered to the public in the United Kingdom at any time:

- (a) to any legal entity which is a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the European Union (Withdrawal) Act 2018 (the "EUWA");
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the EUWA) in the UK; or
- (c) in any other circumstances falling within section 86 of the FSMA 2000,

provided that no such offer of Certificates of Deposit referred to above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA 2000 or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the EUWA.

For the purposes of this provision, the expression “an offer of Certificates of Deposit to the public” in relation to any Certificate of Deposit means the communication in any form and by any means of sufficient information on the terms of the offer and the Certificates of Deposit to be offered so as to enable an investor to decide to purchase or subscribe for the Certificates of Deposit.

Prohibition of sales to UK retail investors

Each Dealer has represented and agreed, and each Additional Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Certificates of Deposit which are the subject of the offering contemplated by this Information Memorandum in relation thereto to any retail investor in the UK. For the purposes of this provision the expression "retail investor" means a person who is one (or more) of the following:

- a) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law in the UK by virtue of the EUWA;
- b) a customer within the meaning of the provisions of the FSMA 2000 and any rules or regulations made under the FSMA 2000 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 domestic law in the UK by virtue of the EUWA; or
- c) not a qualified investor as defined in Article 2 of the Prospectus Regulation as it forms part of domestic law in the UK by virtue of the EUWA.

Selling restrictions addressing additional UK securities laws

Each Dealer has represented, warranted and agreed, and each Additional Dealer appointed under the Programme will be required to represent and agree, that:

- a) in relation to any Certificates of Deposit which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Certificates of Deposit other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Certificates of Deposit would otherwise constitute a contravention of Section 19 of the FSMA 2000 by the Issuer;
- b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA 2000) received by it in connection with the issue or sale of any Certificates of Deposit in circumstances in which section 21(1) of the FSMA 2000 does not apply to the Issuer and the Guarantor; and

- c) it has complied and will comply with all applicable provisions of the FSMA 2000 with respect to anything done by it in relation to such Certificates of Deposit in, from or otherwise involving the United Kingdom.

Japan

The Certificates of Deposit have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”) and each Dealer appointed under the Program will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not offer or sell any Certificates of Deposit, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the Financial Instruments and Exchange Act and any other relevant laws and regulations of Japan.

SCHEDULE 2:
The Issuer's Annual Report for the year 2022

SCHEDULE 3:
The Issuer's Annual Report for the year 2023