

Questions-answers
on the acquisition of shares by CA Indosuez
issued by Banque Degroof Petercam SA/NV and on the tender offer that will follow the closing
of this acquisition

These questions and answers should be read in conjunction with the following documents:

- joint communication dated August 4, 2023 from CA Indosuez Wealth (Europe) and Banque Degroof Petercam SA/NV;
- communication dated August 4, 2023 from CA Indosuez Wealth (Europe) in accordance with article 8, §1 of the Royal Decree of April 27, 2007 on public takeover bids (the "**Offer Communication**");
- additional communication of December 6, 2023 from CA Indosuez in accordance with article 8, §1 of the Royal Decree of April 27, 2007 on public takeover bids; and
- letter dated December 6, 2023 from Banque Degroof Petercam SA/NV and CA Indosuez to the shareholders of BDP.

These documents are available on the website of CA Indosuez (<https://ca-indosuez.com/fr>) and on the website of BDP (<https://www.degroofpetercam.com/fr-be>).

These questions and answers have been prepared by Banque Degroof Petercam SA/NV ("**BDP**") and CA Indosuez (the "**Purchaser**"). They are intended solely for the information of BDP shareholders and do not constitute an offer to buy or an invitation to sell any securities of BDP, nor a solicitation by anyone in any jurisdiction with respect to such securities. A tender offer may only be made on the basis of a prospectus prepared by the Purchaser and approved by the FSMA. This prospectus will contain the necessary information for shareholders to be able to make an informed judgement on the tender offer, in accordance with the applicable regulation.

1. Why and when will an Offer be launched?

Pursuant to an agreement entered into on August 3, 2023 (the "**Agreement**"), certain reference shareholders of BDP (the "**Selling Reference Shareholders**") have agreed to sell (directly or indirectly) 59.54% of the issued shares in BDP to the Purchaser and the Purchaser has agreed to purchase the aforementioned shares (the "**Block Sale**"). In addition, 139 shareholders of BDP, collectively holding 5.79% of the issued shares in BDP, have exercised their tag along rights pursuant to existing shareholders' agreements and entered into the Agreement. The Agreement provides for the obligation for the Purchaser to launch a voluntary public tender offer for all of the shares issued by BDP and that are not already held by the Purchaser and CLdN Finance S.A., on the same terms as the Agreement, subject only to differences objectively required based on their respective structure (the "**Offer**"). The Offer will be launched as soon as possible and, in any event, no later than six months after the closing of the Block Sale (the "**Closing**").

Closing will take place once the various regulatory approvals, to which the sale is subject, have been obtained (in particular with regard to competition law and the prudential supervision of BDP and its subsidiaries).

It is currently envisaged that Closing should take place in the second quarter of 2024, so that the Offer would in principle be launched before the end of 2024. However, BDP and the Purchaser cannot commit to these deadlines since they depend on obtaining regulatory approvals.

2. Who will be the offeror?

The offeror will be the Purchaser, namely CA Indosuez. Following a favourable opinion from the employee representative bodies on October 27, 2023, the replacement of CA Indosuez Wealth (Europe) by CA Indosuez, a limited liability company incorporated under French law, having its seat at rue du Docteur Lancereaux 17, 75008 Paris, registered with the Register of commerce and companies under number 572 171 635, has been made possible and, by a letter dated November 7, 2023, CA Indosuez Wealth (Europe) notified to the Selling Reference Shareholders the assignment of all of its rights and obligations under the Agreement to CA Indosuez. As a result, CA Indosuez will be the entity bound to launch the Offer, following Closing.

3. Who will the Offer be addressed to?

The Offer will be addressed to all BDP shareholders, other than CLdN Finance S.A., who have not transferred their shares to the Purchaser as part of the Block Sale announced on August 4, 2023 or, if they had a tag-along right under shareholders' agreements, would not have exercised this right and therefore would not have adhered to the Agreement and sold their shares in this context.

4. Who are the sellers in the context of the Block Sale?

In the context of the Block Sale, the sellers are the Peterbroeck, Van Campenhout, Philippson, Siaens, Schockert and Haegelsteen families, as well as Cobepa SA and Marinvest SA, selling (directly or indirectly) 59.54% of the issued shares in BDP.

In addition, as indicated above, certain BDP shareholders benefited from a tag along right pursuant to shareholders' agreements relating to BDP (predating the Agreement) which allowed them to adhere to the Agreement. At the end of the exercise period of the tag along rights, 139 shareholders exercised their tag along rights for a total of 627,244 shares (i.e., 5.79% of the issued shares in BDP). These shareholders will therefore also sell their shares under the Block Sale as part of the Agreement.

5. What is the price at which the Offer will actually be made?

The price at which the Offer will actually be made is based on the final price per share of the Block Sale under the Agreement (the "**Final Price**"). The Final Price can only be determined at Closing, as it takes into account certain adjustments, based on objective parameters between signing of the Agreement and Closing (you will find more details on these adjustments in the answers to questions 7 to 9 below).

The provisional price per share is set at EUR 148.03 in the context of the Agreement for the Block Sale (the "**Total Base Price per Share**"). This amount will nevertheless be adjusted at the time of Closing on the basis of the parameters listed below to determine the Final Price. In addition, at Closing, a portion of the Final Price will be deposited for purposes of (i) satisfying any claims of the Purchaser for any Leakage (as defined below) (the "**Leakage Holdback**"), (ii) satisfying any claims of the Purchaser for uninsured warranties and/or specific indemnities given by the selling shareholders in respect of BDP (the "**Escrow Amount**") and (iii) covering certain expenses relating to the transaction and the selling shareholders' representation in relation to the Purchaser (the "**Expense Fund Amount**") (further details of these amounts are set out in the answers to questions 10 to 11 below).

This mechanism ensures equal treatment for all shareholders: economically, the price of the Offer will be identical to the Final Price payable under the Agreement.

The Initial Offer Price (as defined below in question 11) will therefore correspond to the Final Price payable under the Agreement (i.e., EUR 148.03 per share, adjusted as described in question 7 below) less the Leakage Holdback, the Escrow Amount and the Expense Fund Amount.

To the Initial Offer Price will be added :

- (i) a price supplement per share equal to the increase of the Final Price per share resulting from the final determination of the amount of the adjustment in the event that the Selling Reference Shareholders and the Purchaser do not reach an agreement on the Final Price prior to the launch of the Offer; and
- (ii) if applicable, one or more price supplements depending on the release of the Leakage Holdback, the Escrow Amount and the Expense Fund Amount (you will find more details on the release of these amounts in the answer to question 12).

6. Is the Initial Offer Price calculated on the total number of shares, including treasury shares?

No. The price is derived from the Agreement (you will find more details on the price in the answer to question 5), i.e., a total price for 100% of the 10,470,562 outstanding shares of BDP, i.e. 100% of the 10,842,209 issued shares net of the 371,647 treasury shares held by Orban Finance SA, indirect subsidiary of BDP. Consequently, the price of EUR 148.03 (before any adjustments and escrow) per share was calculated on the basis of a global valuation of EUR 1,550,000,000 (before any adjustments) divided by 10,470,562 shares (and not 10,842,209 shares).

7. What are the adjustments determining the Final Price of the Block Sale, on which the Initial Offer Price is based?

The Final Price of the Block Sale is subject to various adjustments, as described in more detail in the Offer Announcement. These adjustments take into account :

- an upward or downward adjustment of the Total Base Price per Share based on any deviations between certain items in BDP's unaudited provisional accounts as at June 30, 2023, on which the Purchaser has based its valuation, and the amounts of these items in the final accounts as at June 30, 2023 as reviewed by BDP's auditors;
- a linear increase in the *ticker fee* of 5% per annum (applied *pro rata temporis*) for the period between July 1st and December 31, 2023, and 4% per annum (applied *pro rata temporis*) between January 1st and the Closing date;
- any potential dividends, distributions, unauthorised cash outflows or other transfers of value to the benefit of the selling shareholders occurring between June 30, 2023 and Closing (the "**Leakage**"), which would be deducted from the price and result in a downward adjustment to the Total Base Price per Share; and
- a possible downward adjustment (capped at EUR 3.82 per share) if the net inflows of the private banking and asset management divisions achieved by BDP between June 30, 2023 and December 31, 2023, determined in accordance with certain calculation principles set out in the Agreement (the "**Net Inflows**"), are less than certain target amounts.

8. When will the adjustments be communicated?

The Total Base Price per Share is subject to a number of adjustments which will result from an iterative process. These adjustments will be communicated following Closing and at the latest at the time of the launch of the Offer.

9. Could the Final Price not be known at Closing?

Yes, in case of disagreement between the parties on the amount of adjustments. However, the Final Price will in principle be known at the time of launching the Offer. In case of dispute between the Purchaser and the Selling Reference Shareholders on the Final Price at the time of the launch of the Offer, the Initial Offer Price will be determined based on the lowest Final Price proposed by the Purchaser and will subsequently be increased with any additional amount due to the sellers determined in accordance with this Agreement.

10. What are the amounts that will be placed in escrow or allocated to an expense fund for?

At Closing, a portion of the Final Price due to the sellers will be placed by them into escrow accounts or allocated to an expense fund. The use of amounts held back from the sale price and placed in escrow is customary in a share sale transaction.

The amounts held in escrow are intended to cover any potential claims of the Purchaser in case of Leakage and/or on the basis of any uninsured warranties and/or specific indemnities given by the selling shareholders on BDP under the Agreement, as will be specified in the prospectus.

Expense funds are intended to finance costs incurred by the sellers in connection with managing the transaction (cost of sellers' representation, recourse to advisers for potential warranty calls, etc.). These costs, incurred as part of the Block Sale, are necessary for implementing the transaction as a whole, for the benefit of the selling shareholders in the context of the Block Sale, the shareholders who exercised their tag along rights pursuant to shareholders' agreements and adhered to the Agreement, and the selling shareholders under the Offer.

11. What amounts will be placed in escrow or allocated to the expense fund?

The following amounts¹ will be withheld from the Final Price under the Block Sale, and an equivalent amount will therefore be withheld from the initial price per share offered in the context of the Offer (the "**Initial Offer Price**"):

- an amount of EUR 2.24 per share (corresponding, for information purposes, to 1.51% of the provisional price per share), to cover any claims by the Purchaser in the event of Leakage, corresponding to the Leakage Holdback;
- an amount of EUR 11.93 per share (corresponding, for information purposes, to 8.06% of the provisional price per share), to cover any claims by the Purchaser on the basis of the uninsured warranties and/or specific indemnities given by the selling shareholders on BDP, corresponding to the Escrow Amount.

On the basis of the provisional price of EUR 148.03, the amount allocated to the expense fund, which will be used to pay the costs associated with managing the transaction, would be, by way of indication, EUR 0.30 per share (i.e., 0.2% of the price) .

12. When will the amounts placed in escrow or allocated to an expense fund be released?

As indicated above, amounts equal to the Leakage Holdback, the Escrow Amount and the Expense Fund Amount will be deducted from the Initial Offer Price which will be paid immediately at closing of the Offer.

Amounts equal to the Leakage Holdback and the Escrow Amount will be recovered as warranties mature, up to the amount of uncalled warranties in the form of a price supplement per share, to the extent such amounts have not been used to cover a claim by the Purchaser in the event of Leakage and/or on the basis of the uninsured warranties and/or specific indemnities given by the selling shareholders on BDP.

- In relation to the Leakage Holdback, i.e. EUR 2.24 per share, i.e. EUR 15,849,234 for all the shares sold under the Agreement, it may be released six months after the Closing date, insofar as this amount will not have been used due to the existence of Leakage, increased by where applicable the interest on this

¹ Taking into account the number of BDP shareholders who have exercised their tag along rights, in accordance with the Agreement, the amount of EUR 95,000,000 stated in the Offer Announcement has been adjusted upwards and now amounts to EUR 100,378,483, excluding any applicable interest, i.e. a Leakage Holdback of EUR 15,849,234 and an Escrow Amount of EUR 84,529,249. In relation to the total number of shares that will be transferred at Closing, i.e. 7,082,706 shares, this results in a deduction from the Initial Offer Price of respectively EUR 2.24 for the Leakage Holdback and EUR 11.93 for the Escrow Amount.

amount² (calculated on the basis of the applicable rate in accordance with the terms and conditions of the bank where this amount will be placed).

- In relation to the Escrow Amount, i.e. EUR 11.93 per share, i.e. EUR 84,529,249 for all the shares sold under the Agreement, it may be released insofar as this amount has not been used for claims, increased by, where applicable, the interest on this amount³ (calculated on the basis of the applicable rate in accordance with the terms and conditions of the bank where this amount will be placed), as follows:
 - o up to EUR 3.46 per share, i.e. EUR 24,529,249 for all the shares sold under the Agreement, increased by any interest on the Escrow Amount, two years after the Closing date;
 - o up to EUR 2.82, i.e. EUR 20,000,000 for all the shares sold under the Agreement, increased by any interest on the Escrow Amount, five years after the Closing date; and
 - o the balance, seven years after the Closing date.

The Expense Fund Amount will be released on the date on which the last tranche of the Escrow Amount is released (i.e. seven years after the Closing date).

In case of disagreement on the Leakage Holdback or the Escrow Amount to be released between the Purchaser and the sellers under the Agreement, the payment of the price supplement equivalent to the amount still to be released from the Leakage Holdback, the Escrow Amount and, where applicable, the Expense Fund Amount, will be postponed until a final decision has been made on the amount of the Leakage or the Purchaser's claims on the basis of the uninsured warranties and/or specific indemnities given by the selling shareholders on BDP, in accordance with the Agreement.

13. Could the shareholders be forced to sell their shares as part of the Offer?

Each shareholder will be free to decide whether or not to tender its shares to the Offer.

If, at the end of the Offer, the offeror and CLdN Finance S.A. directly or indirectly would hold 95% of the issued shares in BDP, the regulations in force allow the offeror to make a squeeze-out to acquire all the issued shares in BDP. If the offeror were to exercise this right, the shares of shareholders who had not tendered their shares to the offer would be transferred automatically to the offeror, unless the relevant shareholders have expressly informed the offeror in writing that they refuse to tender their shares.

14. What information will be included in the prospectus?

In accordance with applicable regulations, the prospectus will mention the conditions of the Offer and its process and will describe the Offeror's commercial project, objectives, motives and intentions with respect to BDP. The prospectus will also include information relating to BDP and the Purchaser, including the equity and management structure, financial information and the respective activities of BDP and the Purchaser.

15. What will be the liquidity of the shares after Closing and the Offer?

On the date of Closing, the Purchaser will hold 65.33% of the issued shares in BDP, representing 67.64% of BDP's voting rights.

² The amount actually paid up in practice could be higher than the amount held back, if the amount equivalent to the Leakage Holdback would generate interests.

³ The amount actually released in practice could be higher than the amount held back, if the amount equivalent to the Escrow Amount would generate interests.

After Closing, the liquidity of the BDP shares will be ensured by the Offer. After the Offer, the only liquidity mechanism currently envisaged by the Purchaser is the possible launch of the squeeze-out referred to in question 13.
