Supplement dated 30 July 2026 to the Base Prospectus dated as of 18 December 2025

BANQUE INTERNATIONALE À LUXEMBOURG S.A.
(*Incorporated in Luxembourg*)

Supplement

to the

Issuance and Offering Programme

This Supplement (the "**Supplement**") is supplemental to and should be read in conjunction with the Base Prospectus (the "**Base Prospectus**") dated as of 18 December 2025 of the Issuance and Offering Programme (the "**Programme**") of Banque Internationale à Luxembourg S.A (the "**Issuer**" or "**BIL**").

Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this Supplement. Any references herein to the Base Prospectus shall be deemed to be references to the Base Prospectus, as supplemented by this Supplement.

The Supplement forms part of the Base Prospectus. To the extent that there is any inconsistency between (i) any statement in this Supplement and (ii) any statement in, or incorporated by reference in the Base Prospectus, this Supplement shall prevail.

The Supplement has been filed with SIX Exchange Regulation in its capacity as Prospectus Office pursuant to the Swiss Federal Act on Financial Services and has been approved on 30 July 2026.

The purpose of this Supplement is to set out additional information and provisions relating to Products issued in the form of Swiss law Intermediated Securities (Bucheffekten). This Supplement enables the Issuer to appoint "Iberclear" as the central securities depository for certain Products issued in such form under the Base Prospectus.

The Issuer accepts responsibility for the information contained in this Supplement and declares that the information is, to the best of its knowledge, in accordance with the facts and contains no omission of material information.

Lead Manager

Leonteq Securities AG

or

Banque Internationale à Luxembourg S.A.

1. Risk Factors

*In the section "**4. Risk Factors relating to the Products**" of "II Risk Factors" on page 76 of the Base Prospectus, the paragraph "*4.35 *Risks relating to Clearing Systems" is deleted and replaced by the following:*

"

4.35 Risks relating to Clearing Systems

Products may be held by or on behalf of SIX SIS, Euroclear, Clearstream and/or LuxCSD. While the Products are represented by a global Product held by or on behalf of Euroclear, Clearstream and/or LuxCSD, investors will be able to trade their interests only through Euroclear, Clearstream and/or LuxCSD, respectively. In addition, for Products that are either (i) issued in the form of a Permanent Global Certificate deposited with Iberclear acting as Issuer CSD together with SIX SIS acting as Investor CSD (or as SIX SIS) or (ii) registered in a Register of Uncertificated Securities and entered into the main register of Iberclear acting as Issuer CSD together with SIX SIS acting as Investor CSD (or as SIX SIS), investors will be able to trade their interests only through SIX SIS.

Investors will have to rely on procedures of such clearing systems for transfer, payment and communication with the Issuer to receive payments under the Products. Investors are therefore subject to the risk of those settlement procedures failing such that payments due under the Products may be delayed and that book entries or entries in the register are entered incorrectly which may lead to difficulties with an investor asserting ownership of its Products.

The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, interests in the Products in global form or issued as Intermediated Securities. Holders of interests in the Products in global form or issued as Intermediated Securities will not have a direct right to vote in respect of the relevant Products. Instead, such holders will be permitted to act only to the extent that they are enabled by Iberclear acting as Issuer CSD together with SIX SIS acting as Investor CSD, SIX SIS, Euroclear, Clearstream, S.A. and/or LuxCSD to appoint appropriate proxies.

Property or equivalent rights in connection with Intermediated Securities for which Iberclear acts as the Issuer CSD are governed by Spanish law, as far as the relationship to Iberclear is concerned, but they otherwise constitute intermediated securities (*Bucheffekten*) in accordance with the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*). The possible impact of any judicial decision or change to an administrative practice or change to Swiss law or Spanish law, as applicable, is unknown and any such change could materially adversely impact the value of any Products affected by it. Further with regard to Intermediated Securities the law governing the relationship between a Holder and a custodian (Verwahrungsstelle) may differ from the law governing the property or equivalent rights in connection with such Intermediated Securities and any such discrepancy could materially adversely impact the value of any Products affected by it.

"

2. FORM OF FINAL TERMS AND PRICING SUPPLEMENT

*In the section "**C. Other information and terms**" of the "Form of Final Terms and Pricing Supplement" on page 122 of the Base Prospectus the following paragraph is inserted directly after the pararaph "Form":*

"

[Investor/Issuer CSD Provisions]	[Applicable] / [Not Applicable] [*Specify "Applicable" in case of Luxembourg Law Products issued as Intermediated Securities under the Swiss Federal Intermediated Securities Act (Bucheffektengesetz)*]

"

3. General Terms and Conditions

*In the section "**1. Definitions"*** of the "General Terms and Conditions" *on page 123 et seqq. of the Base Prosectus the following definitions are inserted:*

"

"**Iberclear**" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)).

"**Iberclear Holder**" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)).

"**Iberclear Member**" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)).

"Investor CSD" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)).

"Issuer CSD" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)).

"Spanish Central Registry" has the meaning specified in General Condition 3.1 (Products in the form of Swiss law Intermediated Securities (Bucheffekten)).

"

*In the section "**3. Form"** of the "General Terms and Conditions" on page 164 et. seqq. of the Base Prosectus the subsection "3.1. Products in the form of Swiss law Intermediated Securities (Bucheffekten)" is deleted and replaced by the following:*

"

3.1 Products in the form of Swiss law Intermediated Securities (*Bucheffekten*)

(i) A permanent global certificate (*Dauerglobalurkunde*) (the "**Permanent Global Certificate**") in bearer form which shall be deposited by the Issue Agent with either (a) the Clearing System or (b) in case the Issue Terms specify the Investor/Issuer CSD Provisions to be "applicable", a central securities depository holding the Permanent Global Certificate for the Issuer (referred to as "**Issuer CSD**") through a link with another CSD holding the Permanent Global Certificate for the participants (an "**Investor CSD**") to enable a participant in the Investor CSD to access the services of the Issuer CSD through the participant's existing relationship with the Investor CSD, provided that Sociedad de Gestión de los Sistemas de Registro, Compensación y Liquidación de Valores, S.A.U., Madrid, Spain ("**Iberclear**") shall act as Issuer CSD together with SIX SIS or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange as Investor CSD (in the case of (a), the Clearing System, and in the case of (b), the Issuer CSD and the Investor CSD, the "**Intermediary**"). Once the Permanent Global Certificate is deposited with the Intermediary and entered into the accounts of one or more participants of the Intermediary, the Products will constitute intermediated securities (*Bucheffekten*) (the "**Intermediated Securities**") in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*).

In case the Issue Terms specify Investor/Issuer CSD Provisions to be "Applicable" and Intermediated Securities are held with Iberclear as Issuer CSD, under the rules of the FISA, the rights of SIX SIS and any

Iberclear Holder (as defined below) deriving from the crediting of the respective rights to its securities accounts are subject to the rights in such securities as may be resulting from Spanish law, provided that the relevant Iberclear Holder (as defined below), and each Investor, will have at least such rights as they are resulting from Spanish law. Title to the Intermediated Securities held with Iberclear as Issuer CSD is evidenced by book entries, and each person shown in the central registry (the "**Spanish Central Registry**") managed by Iberclear or, where relevant, in the registries maintained by the participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**"), including SIX SIS, as having an interest in the Intermediated Securities shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Intermediated Securities recorded therein. In this respect, the "**Iberclear Holder**" means the person in whose name such Intermediated Securities is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book (or, in the case of a joint holding, the first named thereof) and Iberclear Holders shall be construed accordingly. Each Iberclear Holder will be (except as otherwise required by Spanish law) treated as the absolute owner (*titular legítimo*) of the relevant Intermediated Securities for all purposes, and no person will be liable for so treating the Iberclear Holder. Each Holder of Intermediated Securities held with Iberclear as Issuer CSD will have a quotal interest in the entitlement of the relevant Iberclear Holder to the extent of such Holder's share in the number of Products held in a securities account in their own name and for their own account with the relevant Intermediary or a direct or indirect participant in such Intermediary.

In the case of Intermediated Securities created with a Clearing System each Investor shall have a co-ownership in the range of its interest (*Miteigentumsanteil*) in the Global Certificate to the extent of his claim against the Issuer, provided that for so long as the Global Certificate remains deposited with the Clearing System the co-ownership interest shall be suspended.

So long as the Global Certificate remains deposited with the Intermediary the Products may only be transferred by entry of the transferred Products in a securities account of the transferee, as set out in the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*) regarding the transfer of Intermediated Securities.

Neither the Issuer nor the Investors shall at any time have the right to effect or demand the conversion of the Global Certificate into, or the delivery of, uncertificated securities (*Wertrechte*) or definitive security papers (*Wertpapiere*) (the "Security Papers"), provided that this shall be without prejudice to the Issuer or the relevant Agent demanding that the printing of Security Papers is necessary or useful, as stated below.

The records of the Intermediary will determine the number of Products held through each participant in that Intermediary. In respect of the Products held in the form of Intermediated Securities, the holders of the Products will be the Investors, i.e. (i) the persons holding the Products in a securities account (*Effektenkonto*) with a custodian (*Verwahrungsstelle*) that itself holds the Products in a securities account with an Intermediary or a direct or indirect participant in that Intermediary and (ii) the custodians (*Verwahrungsstellen*) holding the Products for their own account. For purposes of the exercise of the Products, the Paying Agent may assume that the bank or financial intermediary submitting the exercise notice to it has been duly authorised by the respective Investor for these purposes.

No physical delivery of the Products shall be made unless and until definitive Security Papers shall have been printed. Products may only be printed, in whole, but not in part, if the Issuer or the relevant Agent determines, in its discretion, that the printing of the Security Papers is necessary or useful.

Should the Issuer or the relevant Agent decide to do so, it will provide for the printing of definitive Security Papers without cost to the Investors. If printed, the Security Papers shall be executed by affixing thereon the facsimile signatures of two authorised officers of the Issuer. Upon delivery of the Security Papers, the Global Certificate will immediately be cancelled by the Issuer or the relevant Agent and the Security Papers shall be delivered to the Investors against cancellation of the Products in the Investors' securities accounts.

(ii) Uncertificated securities (*Wertrechte*) (the "**Uncertificated Securities**") are created by the Issuer by means of a registration in its register of uncertificated securities (*Wertrechtebuch*) (the "**Register of Uncertificated Securities**"). Such Uncertificated Securities will then be registered either (a) in the main register (*Hauptregister*) of the Clearing System, or (b) in case the Issue Terms specify Investor/Issuer CSD Provisions to be "Applicable", with an Issuer CSD registering the securities for the Issuer through a link with an Investor CSD holding the uncertificated securities for the participants to enable a participant in the Investor CSD to access the services of the Issuer CSD through the participant's existing relationship with the Investor CSD, provided that Iberclear shall act as Issuer CSD together with SIX SIS or any other intermediary in Switzerland recognised for such purposes by SIX Swiss Exchange as Investor CSD (in the case of (a), the Clearing System, and in the case of (b), the Issuer CSD and the Investor CSD, the "**Intermediary**"). Once the Uncertificated Securities are registered with the Intermediary and entered into the accounts of one or more participants of such Intermediary, the Products will constitute intermediated securities in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*)(the "**Intermediated Securities**").

So long as the Products remain registered with the Intermediary, the Products may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by entry of the transferred Products in a securities account of the transferee.

Neither the Issuer nor the Investors shall at any time have the right to effect or demand the conversion of the Uncertificated Securities into, or the delivery of, a permanent global certificate (*Globalurkunde*) or definitive Security Papers (*Wertpapiere*).

The records of the Intermediary will determine the number of Products held through each participant in the Intermediary. In respect of the Products held in the form of Intermediated Securities, the holders of the Products will be the Investors, i.e. (i) the persons holding the Products in a securities account (*Effektenkonto*) with a custodian (*Verwahrungsstelle*) that itself holds the Products in a securities account with an Intermediary or a direct or indirect participant in that Intermediary and (ii) the custodians (*Verwahrungsstellen*) holding the Products for their own account. For purposes of the exercise of the Products the Paying Agent may assume that the bank or financial intermediary submitting the exercise notice to it has been duly authorised by the respective Investor for these purposes.

No physical delivery of the Products shall be made unless and until definitive Security Papers (*Wertpapiere*) have been printed. Products may only be printed, in whole, but not in part, if the Issuer or the relevant Agent determines, in its discretion, that the printing of the Security Papers is necessary or useful.

Should the Issuer or the relevant Agent decide to do so, it shall provide for the printing of definitive Security Papers without cost to the Investors. Upon delivery of the Security Papers, the Uncertificated Securities will immediately be cancelled by the Issuer and the Security Papers shall be delivered to the Investors against cancellation of the Products in the Investors' securities accounts.

In case the Issue Terms specify Investor/Issuer CSD Provisions to be "Applicable"and Intermediated Securities are held with Iberclear as Issuer CSD, under the rules of the FISA, the rights of SIX SIS and any Iberclear Holder (as defined below) deriving from the crediting of the respective rights to its securities accounts are subject to the rights in such securities as may be resulting from Spanish law, provided that the relevant Iberclear Holder (as defined below), and each Investor, will have at least such rights as they are resulting from Spanish law. Title to the Intermediated Securities held with Iberclear as Issuer CSD is evidenced by book entries, and each person shown in the the central registry (the "**Spanish Central Registry**") managed by Iberclear or, where relevant, in the registries maintained by the participating entities (*entidades participantes*) in Iberclear (the "**Iberclear Members**"), including SIX SIS, as having an interest in the Intermediated Securities shall be (except as otherwise required by Spanish law) considered the holder of the principal amount of the Intermediated Securities recorded therein. In this respect, the "**Iberclear Holder**" means the person in whose name such Intermediated Securities is for the time being registered in the Spanish Central Registry managed by Iberclear or, as the case may be, the relevant Iberclear Member accounting book (or, in the case of a joint holding, the first named thereof) and Iberclear Holders shall be construed accordingly. Each Iberclear Holder will be (except as otherwise required by Spanish law) treated as the absolute owner (*titular legítimo*) of the relevant Intermediated Securities for all purposes, and no person will be liable for so treating the Iberclear Holder. Each Holder of Intermediated Securities held with Iberclear as Issuer CSD will have a quotal interest in the entitlement of the relevant Iberclear Holder to the extent of such Holder's share in the number of Products held in a securities account in their own name and for their own account with the relevant Intermediary or a direct or indirect participant in such Intermediary.

So long as the Products remain registered with the Issuer's or the Paying Agent's internal or other accounts, the Products may only be transferred or otherwise disposed of in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., by entry of the transferred Products in a securities account of the transferee with the Issuer or the Paying Agent respectively.

Neither the Issuer nor the Investor shall at any time have the right to effect or demand the conversion of the non-transferrable booking entries (the "NTBEs") into, or the delivery of, a permanent global certificate (*Globalurkunde*) or definitive Security Papers (*Wertpapiere*).

In respect of the Products held in the form of NTBEs, the holders of the Products will be the Investors, i.e. the persons holding the Products in a securities account (*Effektenkonto*) with the Issuer or the relevant Agent respectively.

(iii) Any other means, as stated in the Issue Terms.

"

*In the section "**4. Transfer of Products"** of the "General Terms and Conditions" on page 168 of the Base Prosectus the subsection " 4.1. Products in the form of Intermediated Securities" is deleted and replaced by the following:*

"

4.1 Products in the form of Intermediated Securities

Transactions in, including transfer of, the Products in the form of Intermediated Securities may only be effected in accordance with the provisions of the Swiss Federal Intermediated Securities Act (*Bucheffektengesetz*), i.e., through the relevant custodian (*Verwahrungsstelle*) or Intermediary in or through which the Products are held and are to be held and/or through the relevant Securities Account Holder. Title will pass upon registration of the transfer into the books of the relevant custodian (*Verwahrungsstelle*) or Intermediary and/or of the relevant Securities Account Holder.

"

4. GENERAL INFORMATION

*The section "**Clearing Systems**" of the "General Information" on page 429 of the Base Prospectus is deleted and replaced by the following:*

"

CLEARING SYSTEMS

The Products may be accepted for clearing through SIX SIS, LuxCSD, Iberclear and additional or alternative clearing systems. Relevant clearing system(s) will be specified in the applicable Issue Terms.

"