

PRICING SUPPLEMENT

4th February, 2005

This Pricing Supplement, under which the Notes described herein are issued, is supplemental to and should be read in conjunction with the Offering Circular dated 9th November, 2004, as supplemented by the Supplemental Offering Circular dated 13th January, 2005.

KBC Internationale Financieringsmaatschappij N.V. (KBC IFIMA N.V.)

Issue of U.S.\$150,000,000 Lower Tier 2 Structured CMS Linked Notes due 2025 Guaranteed by KBC Bank NV under the €12,500,000,000 Euro Medium Term Note Programme

This document constitutes the Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated 9th November, 2004, as supplemented by the Supplemental Offering Circular dated 13th January, 2005. This Pricing Supplement contains the final terms of the Notes and must be read in conjunction with such Offering Circular.

Prospective purchasers of the Notes should ensure that they understand the nature of the Notes and the extent of their exposure to risk and that they consider the suitability of the Notes as an investment in the light of their own circumstances and financial condition. Prospective purchasers should conduct their own investigations and, in deciding whether or not to purchase Notes, prospective purchasers should form their own views of the merits of an investment related to the respective mid swap rates based upon such investigations and not in reliance upon any information given in this document.

No person has been authorised to give any information or make any representation not contained in or not consistent with this Pricing Supplement, or any other information supplied in connection with the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or the Dealer.

By investing in the Notes each investor represents that:

- (a) Non-Reliance. It is acting for its own account, and it has made its own independent decisions to invest in the Notes and as to whether the investment in the Notes is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or the Dealer as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the terms and conditions of the Notes shall not be considered to be investment advice or a recommendation to invest in the Notes. No communication (written or oral) received from the Issuer or the Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Notes.*
- (b) Assessment and Understanding. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the Notes. It is also capable of assuming, and assumes, the risks of the investment in the Notes.*

(c) *Status of Parties. Neither the Issuer nor the Dealer is acting as a fiduciary for or adviser to it in respect of the investment in the Notes.*

1. (i) Series Number: 1202
 - (ii) Tranche Number: Not Applicable
 2. (i) Type of Notes: Dated Subordinated Guaranteed Notes
 - (ii) Date approval for issuance of Notes obtained: Not Applicable
 3. Specified Currency or Currencies: U.S. dollars
 4. Aggregate Nominal Amount:
 - (i) Series: U.S.\$150,000,000
 - (ii) Tranche: Not Applicable
 5. (i) Issue Price: 100 per cent. of the Aggregate Nominal Amount.
 - (ii) Net proceeds: U.S.\$150,000,000
 6. Specified Denominations: U.S.\$1,000
 7. (i) Issue Date: 7th February, 2005
 - (ii) Interest Commencement Date: 7th February, 2005
 8. Maturity Date: 7th February, 2025
 9. Interest Basis: 7 per cent. per annum Fixed Rate for the first and second Fixed Interest Periods, and for each subsequent Fixed Interest Period an amount expressed as a percentage per annum determined in accordance with the provisions set out in the Schedule (further particulars specified below).
 10. Redemption/Payment Basis: Redemption at par
 11. Change of Interest Basis or Redemption/Payment Basis: Not Applicable
 12. Put/Call Options: Not Applicable
 13. Listing: Luxembourg
 14. Method of distribution: Syndicated
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PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** Applicable
- (i) Rates of Interest: For the first and second Fixed Interest Periods the rate of interest payable shall be 7 per cent. per annum and for each subsequent Fixed Interest Period the rate of interest payable will be determined in accordance with the provisions set out in the Schedule. All interest shall be payable annually in arrear.
- (ii) Interest Payment Date(s): 7th February in each year up to and including the Maturity Date
- (iii) Fixed Coupon Amounts: U.S.\$70 per U.S.\$1,000 in nominal amount for the first and second Fixed Interest Periods and for each subsequent Fixed Interest Period an amount determined in accordance with the provisions set out in the Schedule.
- (iv) Broken Amounts: Not Applicable
- (v) Day Count Fraction: 30/360
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Guarantor): The Calculation Agent (as defined in the Schedule)
- (vii) Determination Date(s): Not Applicable
- (viii) Other terms relating to the method of calculating interest for Fixed Rate Notes: See Schedule.
16. **Floating Rate Note Provisions** Not Applicable
17. **Zero Coupon Note Provisions** Not Applicable
18. **Index/Equity Linked Interest Note Provisions** Not Applicable
19. **Dual Currency Note Provisions** Not Applicable

PROVISIONS RELATING TO REDEMPTION

20. Issuer Call: Not Applicable
21. Investor Put: Not Applicable
22. Final Redemption Amount of each Note: U.S.\$1,000 per Note of U.S.\$1,000 Specified Denomination
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23. Early Redemption Amount
- Early Redemption Amount of each Note payable on redemption for taxation reasons or on event of default or, in the case of Credit Linked Notes, following a Merger Event, and/or the method of calculating the same (if required or if different from that set out in Condition 5(e):
- As set out in Condition 5(e)
24. Index/Equity Linked Notes Delivery Provisions: Not Applicable
25. Credit Linked Notes: Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26. Form of Notes: Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes only upon an Exchange Event
27. Additional Financial Centre or other special provisions relating to Payment Days: Not Applicable
28. Talons for future Coupons or Receipts to be attached to definitive Notes (and dates on which such Talons mature): No
29. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: Not Applicable
30. Details relating to Instalment Notes:
- (i) Instalment Amount(s): Not Applicable
- (ii) Instalment Date(s): Not Applicable
31. If the Specified Currency is the currency of a member state of the European Union, whether a Redenomination Clause is to be included: Redenomination not applicable
32. Consolidation Provisions: Not Applicable
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33. Other terms or special conditions: Not Applicable

DISTRIBUTION

34. (i) If syndicated, names of Managers: BNP Paribas and KBC Bank NV
- (ii) Stabilising Manager (if any): BNP Paribas
35. If non-syndicated, name of relevant Dealer: Not Applicable
36. Additional selling restrictions: Not Applicable

OPERATIONAL INFORMATION

37. Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): Not Applicable
38. Delivery: Delivery against payment
39. Additional Paying Agent(s) (if any): Not Applicable

ISIN: XS0210976329

Common Code: 021097632

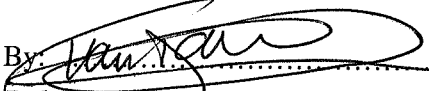
LISTING APPLICATION

This Pricing Supplement comprises the final terms required to list the issue of Notes described herein pursuant to the €12,500,000,000 Euro Medium Term Note Programme of KBC Internationale Financieringsmaatschappij N.V. (KBC IFIMA N.V.).

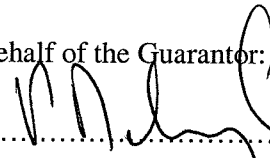
RESPONSIBILITY

The Issuer and the Guarantor accept responsibility for the information contained in this Pricing Supplement.

Signed on behalf of the Issuer:

By: 
Duly authorised
Dirk VAN DAMME
Head Issues

Signed on behalf of the Guarantor:

By: 
Duly authorised
Pierre Deheegher
Chief Dealer
Treasury & Capital Markets

SCHEDULE

1. Rates of Interest

The rate of interest, expressed as a percentage per annum, for each Fixed Interest Period following the first and second Fixed Interest Periods shall be determined by the Calculation Agent on each Interest Determination Date at approximately 11.00am (New York City time) on that Interest Determination Date in accordance with the following formula:

$$4 \times (\text{CMS10} - \text{CMS2}),$$

subject to the rate of interest for any such Fixed Interest Period being a maximum of 8.5 per cent. per annum and a minimum of 3.5 per cent per annum.

2. Definitions

Terms used in the above paragraph and not otherwise defined in this Pricing Supplement shall have the following meanings:

Calculation Agent means BNP Paribas and includes any successor in such capacity.

CMS2 means the rate, as determined by the Calculation Agent, for U.S. dollar swaps with a maturity of two years, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to such rate) as of 11.00am (New York City time) on the relevant Interest Determination Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page (or such other page as described above), the rate for such Interest Determination Date will be a percentage determined by the Calculation Agent on the basis of the mid-market CMS2 Semi-Annual Swap Rate quotations provided by the New York Reference Banks at approximately 11.00am (New York City time) on such Interest Determination Date. The Calculation Agent will request the principal New York City office of each of the New York Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for the relevant Fixed Interest Period will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the quotations, as determined by the Calculation Agent, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). In the event that the Calculation Agent is unable to obtain three or more such quotations, the Calculation Agent will determine the CMS2 for such Fixed Interest Period in its sole and absolute discretion.

CMS2 Semi-Annual Swap Rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 (as defined in the 2000 ISDA Definitions) day count basis, of a fixed-for-floating U.S. dollar interest rate swap transaction with a term equal to two years commencing on the relevant Interest Commencement Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 (as defined in the 2000 ISDA Definitions) day count basis, is equivalent to the rate for deposits in U.S. dollars for a period of three months which appears on the Telerate Page 3750 (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying rates or prices comparable to such rate) as of 11.00am (London time) on the relevant Interest Determination Date, all as determined by the Calculation Agent. If such rate does not appear on the Telerate Page 3750 (or such other page as described above), the applicable rate will be determined by the Calculation Agent on the basis of the rates at which deposits in U.S. dollars are offered by the London Reference Banks at approximately 11.00am (London time) on such Interest Determination Date to prime banks in the London interbank

market for a period of three months commencing on the relevant Interest Commencement Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the London Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the applicable rate will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the quotations. If fewer than two quotations are provided as requested, the applicable rate will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks in New York City, selected by the Calculation Agent and the Issuer, at approximately 11.00am (New York City time) on the relevant Interest Determination Date for loans in U.S. dollars to leading European banks for a period of three months commencing on the relevant Interest Commencement Date and in a Representative Amount, again all as determined by the Calculation Agent.

CMS10 means the rate, as determined by the Calculation Agent, for U.S. dollar swaps with a maturity of 10 years, expressed as a percentage, which appears on the Reuters Screen ISDAFIX1 Page (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to such rate) as of 11.00am (New York City time) on the relevant Interest Determination Date. If such rate does not appear on the Reuters Screen ISDAFIX1 Page (or such other page as described above), the rate for such Interest Determination Date will be a percentage determined by the Calculation Agent on the basis of the mid-market CMS10 Semi-Annual Swap Rate quotations provided by the New York Reference Banks at approximately 11.00am (New York City time) on such Interest Determination Date. The Calculation Agent will request the principal New York City office of each of the New York Reference Banks to provide a quotation of its rate. If at least three quotations are provided, the rate for the relevant Fixed Interest Period will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the quotations, as determined by the Calculation Agent, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). In the event that the Calculation Agent is unable to obtain three or more such quotations, the Calculation Agent will determine the CMS10 for such Fixed Interest Period in its sole and absolute discretion.

CMS10 Semi-Annual Swap Rate means the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 (as defined in the 2000 ISDA Definitions) day count basis, of a fixed-for-floating U.S. dollar interest rate swap transaction with a term equal to 10 years commencing on the relevant Interest Commencement Date and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 (as defined in the 2000 ISDA Definitions) day count basis, is equivalent to the rate for deposits in U.S. dollars for a period of three months which appears on the Telerate Page 3750 (or such other page as may replace that page on that service, or such other service as may be nominated as the information vendor, for the purpose of displaying rates or prices comparable to such rate) as of 11.00am (London time) on the relevant Interest Determination Date, all as determined by the Calculation Agent. If such rate does not appear on the Telerate Page 3750 (or such other page as described above), the applicable rate will be determined by the Calculation Agent on the basis of the rates at which deposits in U.S. dollars are offered by the London Reference Banks at approximately 11.00am (London time) on such Interest Determination Date to prime banks in the London interbank market for a period of three months commencing on the relevant Interest Commencement Date and in a Representative Amount. The Calculation Agent will request the principal London office of each of the London Reference Banks to provide a quotation of its rate. If at least two such quotations are provided, the applicable rate will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the quotations. If fewer than two quotations are provided as requested, the applicable rate will be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the rates quoted by major banks in New York City, selected by the Calculation Agent and the Issuer, at approximately 11.00am (New York City time) on the relevant Interest Determination Date for loans in U.S. dollars to leading European banks for a

period of three months commencing on the relevant Interest Commencement Date and in a Representative Amount, again all as determined by the Calculation Agent.

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Interest Determination Date means the day that is both two U.S. Government Securities Business Days and two London Banking Days before the commencement of the Fixed Interest Period for which the relevant interest rate will apply.

London Banking Day means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in London.

London Reference Banks means four major banks in the London interbank market selected by the Calculation Agent and the Issuer.

New York Reference Banks means five leading swap dealers in the New York City interbank market selected by the Calculation Agent and the Issuer.

Representative Amount means an amount determined by the Calculation Agent to be representative for a single transaction in the relevant market at the relevant time.

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which The Bond Market Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities.

3. Notification of Rate of Interest

The Calculation Agent will notify the Issuer, the Guarantor and the Agent of the rate of interest for each relevant Fixed Interest Period determined by the Calculation Agent in accordance with the provisions of paragraph 1 above as soon as practicable after calculating each such rate. The Agent will cause such rate to be notified to the other Paying Agents and any stock exchange on which the Notes are for the time being listed and notice thereof to be published in accordance with Condition 13 as soon as possible after its determination but in no event later than the fourth Luxembourg Business Day thereafter. For the purposes of this paragraph 3, the expression **Luxembourg Business Day** means a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

4. Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained by the Calculation Agent for the purposes of the provisions of this Schedule shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Guarantor, the Agent, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Guarantor, the Noteholders, the Receiptholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.