

BASE PROSPECTUS



Sanofi

(incorporated with limited liability in France)

€ 25,000,000,000

Euro Medium Term Note Programme

Under this €25,000,000,000 Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Sanofi (the "**Issuer**" or "**Sanofi**" or the "**Company**"), subject to all applicable legal and regulatory requirements, may from time to time issue Euro Medium Term Notes (the "**Notes**") denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €25,000,000,000 (or its equivalent in other currencies calculated as described herein).

The Notes may be issued on a continuing basis to one or more of the dealers specified on page 1 and any additional dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an ongoing basis (each a "**Dealer**" and together the "**Dealers**"). References in this Base Prospectus to the "**relevant Dealer**" shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes.

This Base Prospectus (together with any supplements thereto) constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 as may be amended from time to time (the "**Prospectus Regulation**"). This Base Prospectus has been approved by the *Autorité des marchés financiers* (the "**AMF**") in France in its capacity as competent authority under the Prospectus Regulation and pursuant to the French *Code monétaire et financier*, and received the AMF approval no. 20-084 on 10 March 2020. The AMF has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application will be made to Euronext Paris for Notes issued under the Programme to be admitted to trading during the period of twelve (12) months from the date of the approval of this Base Prospectus. Euronext Paris is a regulated market for the purposes of the Directive 2014/65/EU as amended ("**MiFID II**") (a "**Regulated Market**"). The Programme also permits Notes to be issued on the basis that they will not be admitted to listing or trading on a Regulated Market or to be admitted to listing or trading on such other Regulated Market as may be agreed with the Issuer. The relevant final terms in respect of the issue of any Notes (the "**Final Terms**"), a form of which is contained herein, will specify whether or not such Notes will be listed and admitted to trading, and, if so, the relevant Regulated Market.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other specific terms and conditions (which are permitted by Article 26 of the Commission Delegated Regulation (EU) 2019/980, as amended or superseded, to be included in the relevant final terms) not contained herein which are applicable to each Tranche (as defined herein) of Notes will be set forth in the Final Terms or a Drawdown Prospectus (as defined below) which, with respect to Notes to be listed and admitted to trading, will be delivered to Euronext Paris before the date of issue of the Notes of such Tranche.

The minimum denomination of each Note admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or its equivalent in any other currency at the issue date), or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency.

Notes may be issued either in dematerialised form ("**Dematerialised Notes**") or in materialised form ("**Materialised Notes**") as more fully described herein. Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 *et seq.* of the French *Code monétaire et financier*. No physical documents of title will be issued in respect of the Dematerialised Notes. Dematerialised Notes may, at the option of the Issuer, be in bearer dematerialised form (*au porteur*) inscribed as from the issue date in the books of Euroclear France ("**Euroclear France**") (acting as central depository) which shall credit the accounts of Account Holders (as defined in "Terms and Conditions of the Notes – Form, Denomination and Title") including Euroclear Bank SA/NV ("**Euroclear**") and the depository bank for Clearstream Banking, société anonyme ("**Clearstream**") or in registered dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (*au nominatif pur*), in which case they will be inscribed either with the Issuer or with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (*au nominatif administré*) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

Materialised Notes will be in bearer materialised form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a "**Temporary Global Certificate**") will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will be exchanged for Definitive Materialised Notes in bearer form with, where applicable, coupons for interest attached, on or after a date expected to be on or about the fortieth calendar day after the issue date of the Notes (subject to postponement as described in "Temporary Global Certificates issued in respect of Materialised Notes" below) upon certification as to non U.S. beneficial ownership as more fully described herein. Temporary Global Certificates will (a) in the case of a Tranche intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository on behalf of Euroclear and/or Clearstream and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined above).

As of the date of this Base Prospectus, the Issuer's short-term and long-term debt are respectively rated (i) P-1 and A1, with a stable outlook, by Moody's France SAS ("**Moody's**"), (ii) A-1+ and AA, with a negative outlook, by S&P Global Ratings Europe Limited. ("**S&P**") and (iii) S-1+ and AA, with a stable outlook, by Scope Ratings GmbH ("**Scope**"). As of the date of this Base Prospectus, (i) Moody's has assigned to the Programme a senior unsecured rating of A1 and a short-term rating of P-1, (ii) S&P has assigned to the Programme a senior unsecured rating of AA, and (iii) Scope has assigned to the Programme a senior unsecured rating of AA. The Notes issued under the Programme may, or may not, be rated. The rating (if any) may be specified in the relevant Final Terms. Whether or not each credit rating applied for in relation to a relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EU) No 1060/2009 as amended (the "**CRA Regulation**") will be disclosed in the relevant Final Terms. The list of registered and certified rating agencies published by the European Securities and Markets Authority ("**ESMA**") is displayed on the ESMA website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. As of the date of this Base Prospectus, Moody's, S&P and Scope are credit rating agencies established in the European Union and registered under the CRA Regulation. They appear on the list of registered and certified rating agencies published by ESMA. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change, or withdrawal at any time by the assigning rating agency.

See "**Risk Factors**" below for a discussion of certain factors which should be considered by prospective investors in connection with an investment in the Notes.

References in this Base Prospectus to "**Conditions**" or a numbered "**Condition**" are, unless the context requires otherwise, to the numbered paragraphs of the "Terms and Conditions of the Notes" below. This Base Prospectus and the documents incorporated by reference will be made available on the websites of the AMF (www.amf-france.org) and the Issuer (www.sanofi.com).

The Base Prospectus shall be valid for admission to trading of Notes on a Regulated Market for twelve (12) months after its approval by the AMF, until 10 March 2021, provided that it shall be completed by any supplement pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

Arranger

BNP PARIBAS

Dealers

**BARCLAYS
CITIGROUP
HSBC
MUFG
RBC CAPITAL MARKETS
UNICREDIT BANK**

**BNP PARIBAS
CREDIT AGRICOLE CIB
ING
MORGAN STANLEY
SANTANDER CORPORATE &
INVESTMENT BANKING**

**BofA SECURITIES
DEUTSCHE BANK
J.P. MORGAN
NATIXIS
SOCIETE GENERALE CORPORATE
& INVESTMENT BANKING**

The date of this Base Prospectus is 10 March 2020.

This Base Prospectus (together with any supplements hereto published from time to time (each a "**Supplement**" and together the "**Supplements**")) comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation and for the purpose of giving all necessary information with regard to the Issuer, the group (the Issuer and its Subsidiaries (as defined in the Terms and Conditions of the Notes) taken as a whole (the "**Group**")) and the Notes which, according to the particular nature of the Issuer and the Notes, which is material to any investor for making an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Issuer and of the rights attaching to the Notes to be issued under the Programme.

This Base Prospectus must be read and construed together with any Supplements hereto and with any information incorporated by reference herein or therein (see "*Documents Incorporated by Reference*" below) and, in relation to any Tranche of Notes, must be read and construed together with the relevant Final Terms. This Base Prospectus shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Base Prospectus.

The Arranger and the Dealers have not separately verified the information contained herein. Accordingly, none of them makes any representation, warranty or undertaking, express or implied, or accepts any responsibility or liability as to the accuracy or completeness of the information contained in this Base Prospectus or any responsibility for the acts or omissions of the Issuer or any other person (other than the relevant Dealer) in connection with the issue and offering of the Notes or any other information provided by the Issuer in connection with the Programme or the Notes or their distribution.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme or the Notes (including any Supplements) and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation or constituting an invitation or offer by the Issuer, the Arranger or any of the Dealers that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes constitutes an offer or invitation by or on behalf of the Issuer, the Arranger or any of the Dealers to any person to subscribe for or to purchase any Notes.

The delivery of this Base Prospectus does not at any time imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the most recently published financial statements of the Issuer when deciding whether or not to purchase any Notes.

The distribution of this Base Prospectus, any Final Terms, any offering materials under the Programme and the offer, sale and delivery of Notes may be restricted by law in certain jurisdictions. Neither the Issuer nor the Arranger or the Dealers represent that this document and any Final Terms may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by either the Issuer, the Arranger or the Dealers which would permit a public offering of any Notes or distribution of this document or any Final Terms in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus, any Final Terms nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Base Prospectus, any Supplement thereto, or any Final Terms or any Notes come are required by the Issuer, the Arranger and the Dealers to inform themselves about, and observe, any such restrictions. For a description of certain restrictions on offers and sales of the Notes and distribution of this Base Prospectus or any Final Terms, see "*Subscription and Sale*" below.

The Notes have not been nor will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), or with any securities regulatory authority of any state or other jurisdiction of the United States and may include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold

or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("**Regulation S**")). See "Subscription and Sale" below.

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Final Terms in respect of any Notes will include a legend entitled "**MiFID II Product Governance**" which will outline the determination of the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018, and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will have to be made by all relevant Dealers 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 Notes is a manufacturer in respect of such Notes, 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. For the avoidance of doubt, the Issuer is not a manufacturer for the purposes of the MiFID Product Governance Rules.

PROHIBITION OF SALES TO EUROPEAN ECONOMIC AREA ("EEA") AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA and in the UK. 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** or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors (as defined above) in the EEA and in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any such retail investor in the EEA and in the UK may be unlawful under the PRIIPs Regulation.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B OF THE SECURITIES AND FUTURES ACT (CHAPTER 289 OF SINGAPORE) – The relevant Final Terms in respect of any Notes may include a legend entitled "Singapore Securities and Futures Act Product Classification" which will state the product classification of the Notes pursuant to section 309B(1) of the Securities and Futures Act (Chapter 289 of Singapore) (the "**SFA**"). The Issuer will make a determination in relation to each issue about the classification of the Notes being offered for purposes of section 309B(1)(a). Any such legend included on the relevant Final Terms will constitute notice to "relevant persons" for purposes of section 309B(1)(c) of the SFA.

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GENERAL DESCRIPTION OF THE PROGRAMME AND THE TERMS AND CONDITIONS OF THE NOTES

The following general description does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the relevant Final Terms. Words and expressions defined in "Terms and Conditions of the Notes" below shall have the same meanings in this general description.

Issuer: Sanofi

Description: Euro Medium Term Note Programme (the "**Programme**")

Arranger: BNP Paribas

Dealers: Banco Santander, S.A.

Barclays Bank Ireland PLC

BNP Paribas

BofA Securities Europe SA

Citigroup Global Markets Europe AG

Citigroup Global Markets Limited

Crédit Agricole Corporate and Investment Bank

Deutsche Bank Aktiengesellschaft

HSBC France

ING Bank N.V., Belgian Branch

J.P. Morgan Securities plc

Merrill Lynch International

Morgan Stanley & Co. International plc

MUFG Securities (Europe) N.V.

Natixis

Société Générale

RBC Europe Limited

UniCredit Bank AG

Pursuant to the terms of the Dealer Agreement (as defined in "Subscription and Sale" below) the appointment of any Dealer may be terminated or further Dealers appointed for a particular Tranche of Notes or as Dealers under the Programme.

Each issue of Notes denominated in a currency or distributed in a jurisdiction in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*" below).

Fiscal Agent, Principal Paying Agent, Calculation Agent Redenomination Agent and Calculation Agent:

BNP Paribas Securities Services

Size:

Up to Euro 25,000,000,000 (or its equivalent in other currencies) outstanding at any time. The amount of the Programme may be increased in accordance with the terms of the Dealer Agreement.

Final Terms or Drawdown Prospectus:

Notes issued under the Programme may be issued either (1) pursuant to this Base Prospectus and associated Final Terms (as defined below) or (2) pursuant to a drawdown prospectus (each a "**Drawdown Prospectus**") prepared in connection with a particular Tranche of Notes and incorporating by reference this Base Prospectus.

For a Tranche of Notes which is the subject of Final Terms, those Final Terms will, for the purposes of that Tranche only, complete the Terms and Conditions of the Notes and this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Notes which is the subject of final terms ("**Final Terms**") are the Terms and Conditions of the Notes as completed by the relevant Final Terms.

The terms and conditions applicable to any particular Tranche of Notes which is the subject of a Drawdown Prospectus will be the Terms and Conditions of the Notes as supplemented, amended and/or replaced to the extent described in the relevant Drawdown Prospectus. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus.

Distribution:

Notes may be offered to institutional investors by way of placements on a non-syndicated or syndicated basis.

Currencies:

Subject to any applicable legal and/or regulatory restrictions, such currencies as may be agreed between the Issuer and the relevant Dealer, including, without limitation, Australian dollars, Canadian dollars, Danish kroner, euro, Hong Kong dollars, Japanese yen, New Zealand dollars, Norwegian kroner, Renminbi, South African rand, Sterling, Swedish kronor, Swiss francs and United States dollars (as indicated in the relevant Final Terms).

Maturities:

Any maturity as indicated in the relevant Final Terms, subject to such minimum or maximum maturities as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the Issuer or the relevant Specified Currency.

Where Notes have a maturity of less than one year from the date of issue and either (a) the issue proceeds are received by the Issuer in the United Kingdom or (b) the activity of issuing the Notes is carried on from an establishment maintained by the Issuer in the United Kingdom, such Notes must: (i) have a minimum redemption value of £100,000 (or its equivalent in other currencies) and be issued only to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or 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; or (ii) be issued in other circumstances which do not constitute a contravention of section 19 of the Financial Services and Markets Act 2000 (the "**FSMA**") by the Issuer.

Issue Price:	Notes will be issued on a fully-paid basis and at an issue price which is at par or at a discount to, or premium over, par.
Form of Notes:	<p>Notes may be issued in either dematerialised form ("Dematerialised Notes") or in materialised form ("Materialised Notes").</p> <p>Dematerialised Notes may, at the option of the Issuer, be issued in bearer dematerialised form (<i>au porteur</i>) or in registered dematerialised form (<i>au nominatif</i>) and, in such latter case, at the option of the relevant Noteholder, in either fully registered form (<i>au nominatif pur</i>) or administered registered form (<i>au nominatif administré</i>) form. No physical documents of title will be issued in respect of Dematerialised Notes. See "Terms and Conditions of the Notes – Form, Denomination and Title".</p> <p>Materialised Notes will be in bearer materialised form only. A temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Notes. Materialised Notes may only be issued outside France. See "Terms and Conditions of the Notes – Form, Denomination and Title" below.</p>
Fixed Rate Notes:	<p>Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer (as indicated in the relevant Final Terms) and on redemption.</p> <p>Interest will be calculated on the basis of the Fixed Day Count Fraction as may be agreed and as specified in the relevant Final Terms.</p>
Floating Rate Notes:	<p>Floating Rate Notes may bear interest at a rate determined either:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest-rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (published by the International Swaps and Derivatives Association, Inc.) or the FBF Definitions (as published by the <i>Fédération Bancaire Française</i>), each as amended and updated as at the Issue Date of the first Tranche of the Notes; or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quotation service, <p>as indicated in the relevant Final Terms and as adjusted for any applicable margin or any successor or alternative reference rate. The Minimum Interest Rate shall not be less than zero.</p> <p>The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.</p>
Other provisions relating to Floating Rate Notes:	<p>Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both (as indicated in the relevant Final Terms).</p> <p>Interest on Floating Rate Notes in respect of each Interest Period, as selected prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates specified in, or determined pursuant to, the relevant Final Terms and will be calculated on the basis of the Day Count Fraction as may be agreed and as specified in the relevant Final Terms.</p>
Fixed to Floating Rate Notes:	Fixed interest will be payable until conversion to floating rate of interest (as indicated in the relevant Final Terms) at which point floating rate interest will be payable.

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest other than in the case of late payment.

Redemption:

The Final Terms relating to each Tranche of Notes will indicate either that the Notes of such Tranche cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders, upon giving not less than 15 nor more than 30 calendar days' irrevocable notice (or such other notice period (if any) as is indicated in the relevant Final Terms) to the Noteholders or the Issuer on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the relevant Final Terms. The Final Terms relating to each Tranche of Notes will also indicate whether the Issuer has a clean-up call option.

Unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom and having a maturity of less than one year, (a) shall have a redemption value of not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and (b) no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

Unless otherwise specified in the relevant Final Terms, the Issuer may redeem, in whole or in part, the Notes then outstanding at any time prior to their stated maturity, at their relevant Make-whole Redemption Amount as specified in the relevant Final Terms.

Denominations:

Without prejudice to the terms of the immediately following paragraph, Notes will be issued in such denominations as indicated in the relevant Final Terms, save that all Notes, including Notes admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Regulation, shall have a minimum specified denomination of €100,000 (or its equivalent in any other currency), or such higher amount as may be allowed or required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant Specified Currency.

Unless otherwise permitted by then current laws and regulations, Notes in respect of which the issue proceeds are to be accepted by the Issuer in the United Kingdom and having a maturity of less than one year, (a) shall have a redemption value of not less than £100,000 (or an amount of equivalent value denominated wholly or partly in a currency other than sterling), and (b) no part of any such Note may be transferred unless the redemption value of that part is not less than £100,000 (or such equivalent amount).

Taxation:

All payments of principal and interest by or on behalf of the Issuer in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within France or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law.

If French law should require that payments of principal or interest in respect of any Note or Coupon be subject to deductions or withholding in respect of any present or future taxes or duties whatsoever, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Couponholders, as the case may be, of such amounts as would have

been received by them had no such withholding or deduction been required, subject to such exceptions as are further set out in Condition 8 (*Taxation*).

Negative Pledge: The terms of the Notes will contain a negative pledge provision as further described in Condition 4 (*Negative Pledge*).

Events of Default: There will be events of default and a cross-default in respect of the Notes as set in Condition 10 (*Events of Default and Repayment Events*).

Status of the Notes: The Notes will constitute direct, unsecured (subject to Condition 4 (*Negative Pledge*)), unsubordinated obligations of the Issuer which will rank *pari passu* without any preference or priority among themselves and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer other than obligations as may be preferred by mandatory provisions of applicable law.

Rating: As of the date of this Base Prospectus, the Issuer's short-term and long-term debt are respectively rated (i) P-1 and A1, with a stable outlook, by Moody's France SAS ("**Moody's**"), (ii) A-1+ and AA, with a negative outlook, by S&P Global Ratings Europe Limited ("**S&P**") and (iii) S-1+ and AA, with a stable outlook, by Scope Ratings GmbH ("**Scope**"). As of the date of this Base Prospectus, (i) Moody's has assigned to the Programme a senior unsecured rating of A1 and a short-term rating of P-1, (ii) S&P has assigned to the Programme a senior unsecured rating of AA and (iii) Scope has assigned to the Programme a senior unsecured rating of AA.

In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued by a credit rating agency established in the EEA and registered under the CRA Regulation unless (1) the rating is provided by a credit rating agency not established in the EEA but is endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. As of the date of this Base Prospectus, Moody's, S&P and Scope are credit rating agencies established in the European Union and registered under the CRA Regulation. They appear on the list of registered and certified rating agencies published by ESMA.

Listing and admission to trading: Application has been made for the Notes issued under the Programme to be admitted to trading on Euronext Paris. The Notes may also be listed and admitted to trading on such other or further stock exchange(s) as may be agreed between the Issuer, and the relevant Dealer in relation to each Series. Unlisted Notes may also be issued. The Final Terms relating to each Tranche of Notes will state whether or not and, if so, on which stock exchange(s) the Notes are to be listed and admitted to trading.

Governing Law: French law.

Clearing Systems: Euroclear France as central depository in relation to Dematerialised Notes and, in relation to Materialised Notes, Clearstream and Euroclear or any other clearing system that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer.

Initial Delivery of Dematerialised Notes: No later than one Paris business day before the issue date of each Tranche of Dematerialised Notes, the *lettre comptable* relating to such Tranche shall be deposited with Euroclear France as central depository.

Initial Delivery of Materialised Notes: On or before the issue date for each Tranche of Materialised Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depository for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system *provided that* the method of such

delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.

Selling Restrictions:

There are selling restrictions in relation to the United States, Japan and the European Economic Area, including the United Kingdom, France, Hong Kong, the Netherlands, Italy, the PRC and Singapore. See "Subscription and Sale" herein.

Use of Proceeds:

Unless otherwise specified in any relevant Final Terms, the net proceeds from the issue of any Notes, after deduction of any management and underwriting commissions, any selling concessions and, when relevant, the expenses incurred in connection with the issue of any Notes, will be used by the Issuer for general financing and corporate purposes.

RISK FACTORS

1. **Risk factors relating to Sanofi**

Sanofi presents below and under the section "Cautionary statement regarding forward-looking statements" on page (i) of the 2019 Annual Report on Form 20-F, the significant risk factors to which Sanofi believes it is exposed as at the date of this Base Prospectus. The risk factors considered to be the most important, based on the probability of their occurrence and the expected magnitude of their negative impact and after consideration of the effects of the measures implemented by Sanofi in order to manage these risk factors, are mentioned first in their respective category and followed by an asterisk. Investors are invited to read carefully the information provided in the risk factors before investing in Sanofi's securities. Investors' attention is drawn to the fact that other risks, not identified as at the date of this Base Prospectus or whose realization is not considered likely to have, as at this same date, a significant negative impact on Sanofi's business, financial situation and results, its perspectives, its development and/or on Sanofi's securities, may exist or occur.

A. Risks Relating to Legal and regulatory matters

Product liability claims could adversely affect Sanofi's business, results of operations and financial condition*

Product liability is a significant risk for any pharmaceutical company and the Group's product liability exposure could increase given that liability claims relating to its businesses may differ with regard to their nature, scope and level, from the types of product liability claims that Sanofi has handled in the past. Substantial damages have been awarded by some jurisdictions and/or settlements agreed - notably in the United States and other common law jurisdictions - against pharmaceutical companies based on claims for injuries allegedly caused by the use of their products. Such claims can also be accompanied by consumer fraud claims by customers or third-party payers seeking reimbursement of the cost of the product.

Sanofi is currently defending a number of product liability claims (see Note D.22.a to the consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F) and there can be no assurance that the Group will be successful in defending these claims, or that it will not face additional claims in the future.

Often, establishing the full side effect profile of a pharmaceutical drug goes beyond data derived from preapproval clinical studies which may only involve several hundred to several thousand patients. Routine review and analysis of the continually growing body of post-marketing safety data, and clinical trials provide additional information - for example, potential evidence of rare, population-specific or long-term adverse events or of drug interactions that were not observed in preapproval clinical studies. This may cause product labeling to evolve over time, following interactions with regulatory authorities, including restrictions of therapeutic indications, new contraindications, warnings or precautions and occasionally even the suspension or withdrawal of a product marketing authorization. Following any of these events, pharmaceutical companies can face significant product liability claims.

Furthermore, Sanofi commercializes several devices (some of which use new technologies) which, if they malfunction, could cause unexpected damage and lead to product liability claims (see "Breaches of data security, disruptions of information technology systems and cyber threats could result in financial, legal, business or reputational harm" below).

Although Sanofi continues to insure a portion of its product liability with third-party carriers, product liability coverage is increasingly difficult and costly to obtain, particularly in the United States. In the future, it is possible that self-insurance may become the sole commercially reasonable means available for managing the product liability financial risk of the Group's pharmaceuticals and vaccines businesses (see "Item 4. Information on the Company – B. Business Overview – B.9. Insurance and Risk Coverage" of the 2019 Annual Report on Form 20-F). In cases where Sanofi self-insures, the legal costs that Sanofi would bear for handling such claims and potential indemnifications damage award to be paid to claimants could have a negative impact on its financial condition. Due to insurance conditions, even when the Group has insurance coverage, recoveries from insurers may not be totally successful due to insurance market limitations and exclusions. Moreover, insolvency of an insurer could affect Sanofi's ability to recover claims on policies for which Sanofi has already paid a premium.

Product liability claims, regardless of their merits or the ultimate success of the Group's defense, are costly, divert management's attention, may harm Sanofi's reputation and can impact the demand for its products. Substantial product liability claims could materially adversely affect its business, results of operations and financial condition.

Claims and investigations relating to compliance, ethics, competition law, marketing practices, pricing, human rights of workers, data protection and other legal matters could adversely affect the Group's business, results of operations and financial condition

Sanofi's industry is heavily regulated. Sanofi is obligated to comply with the laws of all countries in which Sanofi operates. However, legal requirements may vary from country to country and new requirements are imposed on Sanofi from time to time. Governments and regulatory authorities around the world have been strengthening implementation and enforcement activities in recent years, including in relation to anti-bribery, anti-corruption and ethical requirements with respect to medical and scientific research, respect of human rights of workers and data protection legislation.

Sanofi has adopted a Code of Ethics that requires employees to comply with applicable laws and regulations, as well as the specific principles and rules of conduct set forth in the Code. Sanofi also has policies and procedures designed to help ensure that Sanofi, its officers, employees, agents, intermediaries and other third parties comply with applicable laws and regulations (including the US Foreign Corrupt Practices Act ("**FCPA**"), the UK Bribery Act, the OECD Anti-Bribery Convention, the French Anti-Corruption measures law ("**Sapin II**") and the French duty of vigilance law and other anti-bribery laws and regulations).

Notwithstanding these efforts, failure to comply with laws and regulations (including as a result of a business partner's breach) may occur and could result in liabilities for Sanofi and/or its management.

With respect to data protection legislation, the European General Data Protection Regulation ("**GDPR**") has created a range of compliance obligations since 2018, when it came into force. Violations of the GDPR carry financial risks due to penalties for data breach or improper processing of personal data (including a possible fine of up to 4% of total worldwide annual turnover for the preceding financial year for the most serious infringements) and may also harm its reputation and its activities relying on personal data processing. Furthermore, some uncertainty remains with respect to the legal and regulatory environment for these evolving privacy and data protection laws.

Sanofi and certain of its subsidiaries are under investigation or could become the subject of additional investigations or proceedings by various government entities. Sanofi is currently defending itself in a number of lawsuits relating to pricing and marketing practices (including, for example, "whistleblower" litigation in the United States). The Group also faces litigation and government investigations or audits, including allegations of corruption, claims related to employment matters, patent and intellectual property disputes, consumer law claims and tax audits. With respect to tax issues, due to the complexity of the fiscal environment, the ultimate resolution of any tax matter may result in payments greater or lesser than amounts accrued. See "Item 8. Financial Information – A. Consolidated Financial Statements and Other Financial Information – Information on Legal or Arbitration Proceedings" and Note D.22. to Sanofi's consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F. In addition, responding to such investigations is costly and may divert management's attention from its business.

Unfavorable outcomes in any of these matters, or in similar matters that may arise in the future, could preclude the commercialization of its products, harm its reputation, negatively affect the profitability of existing products and subject Sanofi to substantial fines, punitive damages, penalties and injunctive or administrative remedies, potentially leading to the imposition of additional regulatory controls, monitoring or self-reporting obligations, or exclusion from government reimbursement programs or markets, all of which could have a material adverse effect on its business, results of operations or financial condition.

As the outcomes of such proceedings are unpredictable, Sanofi may, after consideration of all relevant factors, decide to enter into settlement agreements to settle certain claims. Such settlements may involve significant monetary payments and/or criminal penalties, and may include admissions of wrongdoing and may require the conclusion of a Corporate Integrity Agreement or a Deferred Prosecution Agreement (in the United States), which is intended to regulate company behaviour for a specified number of years. For example, on 28 February 2020, Sanofi US entered into a Civil Settlement with the United States Department of Justice and agreed to pay approximately U.S.\$11.85 million to resolve allegations regarding certain charitable donations Sanofi US made to an independent patient assistance foundation that assisted patients being treated for Multiple Sclerosis. In connection with this settlement, Sanofi US also entered into a Corporate Integrity Agreement ("**CIA**") with the Office of the Inspector General for the United States Department of Health and Human Services effective the same day which will require the Company to continue certain Compliance requirements in the US.

In addition, in September 2018, Sanofi reached a civil settlement with the US Securities and Exchange Commission ("**SEC**") fully resolving the SEC's investigation into possible violation of the US Foreign Corrupt Practices Act. Sanofi did not admit

any wrongdoing in connection with the settlement but agreed to pay U.S.\$25 million in penalties and also agreed to a two-year period of self-reporting on the effectiveness of its enhanced internal controls.

Sanofi's activities (including its products and manufacturing activities) are subject to significant government regulations and approvals, which are often costly and could result in adverse consequences to its business if Sanofi fails to anticipate the regulations, comply with them, maintain the required approvals, and/or adapt to changes in applicable regulations

Obtaining a marketing authorization for a product is a long and highly regulated process requiring Sanofi to present extensive documentation and data to the relevant regulatory authorities either at the time of the filing of the application for a marketing authorization or later during its review. Each regulatory authority may impose its own requirements which can evolve over time. Each regulatory authority may also delay or refuse to grant approval even though a product has already been approved in another country. Regulatory authorities are increasingly strengthening their requirements on product safety and risk/benefit profile. All of these requirements, including post-marketing requirements, have increased the costs associated with maintaining marketing authorizations and achieving reimbursement for Sanofi's products.

Moreover, to monitor Sanofi's compliance with applicable regulations, the FDA, EMA, WHO and comparable national agencies in other jurisdictions routinely conduct inspections of the Group facilities, distribution centers, commercial activities and development centers and may identify potential deficiencies. More generally, if Sanofi fails to adequately respond to regulatory inspection observations identifying a deficiency during an inspection, or fails to comply with applicable regulatory requirements at all or within the targeted timeline, it could be subject to enforcement, remedial and/or punitive actions by the FDA (such as a Warning Letter or cease and desist orders), the EMA or other regulatory authorities.

In addition, in order to comply with the duty to report adverse events and safety signals to regulatory authorities, Sanofi must regularly train its employees and third parties (such as external sales forces and distributor employees) on regulatory matters. If Sanofi fails to train these people, or fails to train them appropriately, or if they do not comply with contractual requirements, it may be exposed to the risk that safety events are not reported or not reported in a timely manner in breach of its reporting obligations.

In addition, all aspects of its business, including research and development, manufacturing, marketing, reimbursement, pricing and sales, are subject to extensive legislation and governmental regulation. Changes in applicable laws and the costs of compliance with such laws and regulations could have an adverse effect on its business.

In Europe, the implementation of new regulations on Medical Devices and In-Vitro Diagnostics (IVDs) that will apply respectively in May 2020 and May 2022, may cause delays in approvals (for new drug-device combination products and new drug-device combination products and new medical devices/IVDs), product discontinuation (for some legacy medical devices and IVDs), and non-compliance risks, due to increased requirements in terms of approval process, post-marketing surveillance, traceability and transparency.

For information regarding risks related to changes in proprietary rights rules and regulations, see "Sanofi relies on its patents and other proprietary rights to provide exclusive rights to market certain of its products. If such patents and other rights were limited, invalidated or circumvented, Sanofi's financial results could be adversely affected" below.

For information regarding risks related to changes in environmental rules and regulations, see "Management of environmental impact of Sanofi's past industrial activities may have a significant adverse effect on its results of operations" below.

Sanofi relies on its patents and other proprietary rights to provide exclusive rights to market certain of its products. If such patents and other rights were limited, invalidated or circumvented, its financial results could be adversely affected

Through patent and other proprietary rights, such as data exclusivity or supplementary protection certificates in Europe, Sanofi holds exclusivity rights for a number of its research-based products. However, the protection that Sanofi is able to obtain varies in its duration and scope. Also patents and other proprietary rights do not always provide effective protection for its products.

For example, governmental authorities are increasingly looking to facilitate generic and biosimilar competition to existing products through new regulatory proposals intended to achieve, or resulting in, changes to the scope of patent or data exclusivity rights and use of accelerated regulatory pathways for generic and biosimilar drug approvals. Such regulatory proposals could make patent prosecution for new products more difficult and time consuming or could adversely affect the exclusivity period for Sanofi's products.

Moreover, manufacturers of generic products or biosimilars are increasingly seeking to challenge patent validity or coverage before the patents expire, and manufacturers of biosimilars or interchangeable versions of the products are seeking to have

their version of the product approved before the exclusivity period ends. Furthermore, in an infringement suit against a third-party, Sanofi may not prevail and the decision rendered may not conclude that its patent or other proprietary rights are valid, enforceable or infringed. Its competitors may also successfully avoid its patents. Even in cases where Sanofi ultimately prevails in an infringement claim, legal remedies available for harm caused to Sanofi by infringing products may be inadequate to make Sanofi whole. Moreover, a successful result against a competing product for a given patent or in a specific country is not necessarily predictive of its future success against another competing product or in another country because of local variations in the patents and patent laws.

In addition, if Sanofi loses patent protection as a result of an adverse court decision or a settlement, it faces the risk that government and private third-party payers and purchasers of pharmaceutical products may claim damages alleging they have over-reimbursed or overpaid for a drug. For example, in Australia, Sanofi's patent on clopidogrel was ultimately held invalid. Following this decision, the Australian Government is seeking damages for its alleged over-reimbursement of clopidogrel drugs due to the preliminary injunction Sanofi had secured against the sale of generic clopidogrel during the course of the litigation.

In certain cases to terminate or avoid patent litigation, Sanofi or its collaboration partners may be required to obtain licenses from the holders of third-party intellectual property rights. Any payments under these licenses may reduce Sanofi's profits from such products and Sanofi may not be able to obtain these licenses on favorable terms or at all.

Third parties may also request a preliminary or a permanent injunction in a country from a court of law to prevent Sanofi from marketing a product if they consider that Sanofi infringes their patent rights in that country. For example, Sanofi is currently party to patent infringement proceedings in several countries initiated against it and Regeneron by Amgen relating to Praluent[®] in which Amgen has requested injunctive relief (see Note D.22.b to the consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F for more information). If third parties obtain a preliminary or permanent injunction or if Sanofi fails to obtain a required license for a country where a valid third-party intellectual property rights as confirmed by a court of law exist, or if Sanofi is unable to alter the design of its technology to fall outside the scope of third-party intellectual property rights, Sanofi may be unable to market some of its products in certain countries, which may limit its profitability.

Furthermore, some countries may consider granting a compulsory license to a third-party to use patents protecting an innovator's product, which limits the value of the patent protection granted to such products.

Sanofi has increased the proportion of biological therapeutics in its pipeline relative to traditional small molecule pharmaceutical products. Typically, the development, manufacture, sale and distribution of biological therapeutics is complicated by third-party intellectual property rights (otherwise known as freedom to operate (FTO) issues), to a greater extent than for the development, manufacture, sale and distribution of small molecule therapeutics, because of the types of patents allowed by national patent offices. Further, its ability to successfully challenge third-party patent rights is dependent on the laws of national courts. In addition, Sanofi expects to face increasing competition from biosimilars in the future. With the accelerated regulatory pathways provided in the US and Europe for biosimilar drug approval, biosimilars can be a threat to the exclusivity of any biological therapeutics Sanofi sells or may market in the future and can pose the same issues as the small molecule generic threat described above. If a biosimilar version of one of Sanofi's products were to be approved, it could reduce its sales and/or profitability of that product.

If Sanofi's patents and/or proprietary rights to its products were limited or circumvented, its financial results could be adversely affected.

B. Risks relating to Sanofi's business

The manufacture of Sanofi's products is technically complex, and supply interruptions, product recalls or inventory losses caused by unforeseen events may reduce sales, adversely affect its operating results and financial condition, delay the launch of new products and negatively impact its image*

Many of Sanofi's products are manufactured using technically complex processes requiring specialized facilities, trained and certified employees, highly specific raw materials and other production constraints; all of these elements as a whole are governed by extensive and complex regulations issued by governmental health authorities around the world. Sanofi must ensure that all manufacturing processes comply with current Good Manufacturing Practices (cGMP) and other applicable regulations, as well as with its own quality standards. Third parties supply Sanofi with a portion of its raw materials, active ingredients and medical devices, which exposes Sanofi to the risk of a supply shortage or interruption in the event that these suppliers are unable to manufacture its products in line with quality standards or if they experience financial difficulties.

Epidemics and other public health crises, such as the ongoing novel coronavirus which has emerged since December 2019 in China, expose Sanofi to the risks of a slowdown or temporary suspension in the production of its active pharmaceutical ingredients (API), raw materials and some of its products. A certain number of its API and raw materials are produced in China. Sanofi also has a production site for pharmaceutical products in Hangzhou (China) and a production site for API in Singapore. Any prolonged restrictive measures put in place in order to control an outbreak of contagious disease or other adverse public health development, in China or any of its principal production sites, may have a material and adverse effect on its manufacturing operations. Any of these factors could adversely affect Sanofi's business, operating results or financial condition (see "Item 4. Information on the Company – B. Business Overview – B.8. Production and Raw Materials" of the 2019 Annual Report on Form 20-F for a description of these outsourcing arrangements).

Sanofi must also be able to produce sufficient quantities of its products to satisfy demand. Sanofi may have difficulties transforming and adapting its existing plants to manufacture new products, including biologics, and scaling up production of its products currently under development once they are approved. Furthermore, Sanofi's biological products, in particular, are subject to the risk of manufacturing stoppages or the risk of loss of inventory because of the difficulties inherent in the processing of biological materials and the potential difficulties in accessing adequate amounts of raw materials meeting required standards. In addition, specific storage and distribution conditions are required for many biological products (for example, cold storage is required for certain vaccines, insulin-based products and some hemophilia products). These production difficulties may also be encountered during testing, which is a mandatory requirement prior to drug products being released. For example, in 2018, in China, Sanofi encountered supply constraints of Pentaxim[®] vaccine due to problems with the supplier of a raw material used in the formulation of Pentaxim[®] for China. As a result Sanofi had to find an alternative raw material to meet Chinese requirements.

Some of Sanofi's production sites are located in areas exposed to natural disasters such as floods (for example Sanofi's facility at Le Trait, France), earthquakes and hurricanes. Such disasters could be exacerbated by global warming. In the event of a major disaster Sanofi could experience severe destruction or interruption of its operations and production capacity at these sites.

The complexity of these processes, as well as standards required for the manufacture of its products, subject Sanofi to risks because the investigation and remediation of any identified or suspected problems can cause production delays, substantial expense, product recalls or lost sales and inventories, and delay the launch of new products; this could adversely affect Sanofi's operating results and financial condition, and cause reputational damage and the risk of product liability (see – "Product liability claims could adversely affect Sanofi's business, results of operations and financial condition" above).

When manufacturing disruptions occur, Sanofi may not have alternate manufacturing capacity, particularly for certain biologics. In the event of manufacturing disruptions, Sanofi's ability to use backup facilities or set up new facilities is more limited because biologics are more complex to manufacture and generally require dedicated facilities. Even though Sanofi aims to have backup sources of supply whenever possible, including by manufacturing backup supplies of its principal active ingredients at additional facilities when practicable, Sanofi cannot be certain they will be sufficient if its principal sources become unavailable. Switching sources and manufacturing facilities requires significant time and prior approval by health authorities.

Supply shortages generate even greater negative reactions when they occur with respect to life saving medicines with limited or no viable therapeutic alternatives. Shortages of specific products can have a negative impact on the confidence of patients, customers and professional healthcare providers, the image of the Group and may lead to lower product revenues.

The pricing and reimbursement of Sanofi's products is increasingly affected by decisions of governments and other third parties and cost reduction initiatives*

The commercial success of Sanofi's existing products and its product candidates depends in part on their pricing and the conditions under which Sanofi's products are reimbursed. Sanofi's products continue to be subject to increasing price and reimbursement pressure due, inter alia, to:

- price controls imposed by governments in many countries;
- increased public attention to the price of drugs and drug price increases, with growing public calls for Sanofi to justify launch prices of all its products;
- increased use of tendering and grouped purchasing to exert price pressure through competitive access to large parts of the market or markets;
- removal of a number of drugs from government reimbursement schemes (for example products determined to be less cost-effective than alternatives);

- decreased reimbursement rates for drugs and increased difficulty in obtaining and maintaining satisfactory drug reimbursement rates;
- partial reimbursement of patient populations within a labelled indication;
- increased use of cost containment policies (including budget limitations) related to health expenses;
- governmental and private health care provider policies that favor prescription of generic medicines or substitution of branded products with generic medicines;
- more demanding evaluation criteria applied by Health Technology Assessment (HTA) agencies when considering whether to cover new drugs at a certain price level;
- more governments using international reference pricing to set or manage the price of drugs based on an external benchmark of a product's price in other countries;
- aggressive pricing strategies by some of Sanofi's competitors; and
- entry of new consumer healthcare competitors offering online sales.

In addition to the pricing pressures they exert, governmental and private third-party payers and purchasers of pharmaceutical products may reduce volumes of sales by restricting access to formularies (including exclusive formularies), managing prescribing via various conditions (including prior authorizations and step edits) or otherwise discouraging physicians from prescribing Sanofi products (see also "- The concentration of the US market exposes Sanofi to greater pricing pressure" below).

In the United States, which accounted for 35.3% of Sanofi's net sales in 2019, the Affordable Care Act (ACA) has increased the government's role with respect to price, reimbursement, and coverage levels for healthcare services and products. This law also imposed rebates and fees on pharmaceutical companies. In 2018, the Trump Administration published its American Patients First proposal, which indicates its plans to investigate the ACA's impact on private market drug prices and potentially alter the ACA taxes and rebates for Medicaid and Medicaid managed care organizations.

In December 2018, a federal judge for the Northern District of Texas, Fort Worth Division, issued a ruling declaring the ACA unconstitutional. An appeal was filed with the Federal Court of Appeals for the Fifth Circuit. Once a decision is issued, litigation may continue, including possibly a further appeal to the United States Supreme Court. Included in the many parts of the ACA that could potentially be affected by the continued litigation is the Biologics Price Competition and Incentives Act. In addition to further judicial review of the ACA, the Trump Administration and other United States federal and state officials are continuing to focus on the cost of health coverage, health care and pharmaceuticals, although future policy or the timing of any changes remains unclear, creating significant risks for the sector. At the federal level, legislation like the Bipartisan Budget Act of 2018 amended the ACA, effective January 1, 2019, to close the coverage gap in most Medicare drug plans, and also increased in 2019 the percentage by which a drug manufacturer must discount the cost of prescription drugs from 50 percent under current law to 70 percent. Legislation that would affect the price for drugs under the Medicare program has been voted out of committee and is awaiting a vote in the House of Representatives, and different legislation that would require the payment of rebates to Medicare if annual drug price increases exceed overall inflation. Further, federal regulatory reform intended to reduce costs of drugs furnished under Medicare and Medicare Advantage plans through utilization management tools, such as step therapy, and to increase price transparency for such drugs became effective on January 1, 2020. The federal government is evaluating permitting the importation of certain drugs, which would place additional pressure on drug pricing. Since 2017, at least nine states have enacted and an additional 25 states have proposed legislation which will require price transparency and reporting of certain manufacturer information. This trend is anticipated to continue in 2020, where legislation is expected regarding pricing transparency, marketing, access to drugs and other measures related to pricing.

Sanofi also encounters cost containment issues in countries outside the United States. In certain countries, including countries in the European Union, China and Canada, the coverage of prescription drugs, and pricing and levels of reimbursement, are subject to governmental control. For example, in Europe various authorities are developing the use of tenders for expensive products and are considering joint procurement mechanisms to negotiate lower prices. In China, the health authorities continue to develop measures around post loss-of-exclusivity ("LOE") brands including the selection of generics validated through bioequivalence. In September 2019, the health authorities expanded a pilot procurement system (volume-based procurement or "VBP") launched in 2018 - which targeted post LOE brands with generics demonstrating bioequivalence in four municipalities and seven major cities - to a nationwide tender system. With respect to Sanofi products, the Plavix® and Aprovel® product families were included in the national tender but due to price adjustments, net sales from the Plavix® and Aprovel® product families are expected to decline by 50% in China for 2020.

In addition, while Sanofi is trying to predict the level of reimbursement and related restrictions for its product candidates, external events and unexpected decisions can occur that go against its expectations which could materially and adversely affect its sales, profits and financial results more generally.

The concentration of the US market exposes Sanofi to greater pricing pressure*

In the United States, price is increasingly important to managed care organizations (MCOs) and pharmacy benefit managers (PBMs). As the MCOs/PBMs grow in size following market consolidation, pharmaceutical companies have faced increased pressure in discounting and usage negotiations, and competition among pharmaceutical companies to have their products included in the payers' formularies is robust. This can lead to price discounts or rebates in connection with the placement of products. Exclusion of one of Sanofi's drugs from a formulary can significantly reduce sales in the MCO/PBM patient population (for instance, effective 2017 Lantus®/Toujeo® were excluded from certain template formularies covering millions of people).

Also, some payers in the United States have put in place significant restrictions on the usage of Praluent®, which has resulted in significant out-of-pocket expenditures for patients. As a result, in 2018 Sanofi reduced the net price of Praluent® for US payers that agreed to reduce burdensome access barriers for patients, which is reflected in 2019 by a sales decrease of 30.5%.

Due to these pressures on Sanofi's prices, its revenues and margins are, and could continue to be, negatively affected.

Breaches of data security, disruptions of information technology systems and cyber threats could result in financial, legal, business or reputational harm*

Sanofi's business depends heavily on the use of interdependent information technology systems including internet-based systems and digital tools. Certain key areas such as research and development, production and sales are to a large extent dependent on Sanofi information systems (including cloud-based computing) or those of third-party providers (including for the storage and transfer of critical, confidential, sensitive or personal information regarding its patients, clinical trials, vendors, customers, employees, collaborators and others).

Sanofi and its third-party service providers, suppliers, contract manufacturers, distributors or other contracting third parties use secure information technology systems for the protection of data and threat detection. Like many companies, Sanofi may experience certain of the following events: breakdown, service disruption or impairment, data loss or deterioration in the event of a system malfunction, or increasing threat of data theft or corruption in the event of a cyber-attack, security breach, industrial espionage attacks or insider threat attacks. Each of these events could negatively impact important processes, such as scientific research and clinical trials, the submission of outcomes to health authorities for marketing authorizations, the functioning of production processes and the supply chain, compliance with legal requirements and other key activities, including Sanofi's employees' ability to communicate between themselves as well as with third parties (see also "Product liability claims could adversely affect Sanofi's business, results of operations and financial condition" above). This could result in material financial, legal, business or reputational harm.

Although Sanofi maintains insurance coverage, this insurance may not be sufficiently available in the future to cover the financial, legal, business or reputational losses that may result from an interruption or breach of its systems. For example, certain types of cyber-attacks could be considered as an Act of War subject to insurance exclusion.

Sanofi's research and development efforts may not succeed in adequately renewing its product portfolio*

Discovering and developing a new product is a costly, lengthy and uncertain process. To be successful in the highly competitive pharmaceutical industry, Sanofi must commit substantial resources each year to research and development in order to develop new products to compensate for decreasing sales of products facing patent expiration and termination of regulatory data exclusivity, introduction of lower-priced generics, or competition from new products of competitors that are perceived as being superior or equivalent to Sanofi products. Sanofi must pursue both early stage research and early and late development stages in order to propose a sustainable and well-balanced portfolio of products. In 2019, Sanofi spent €6,018 million on research and development, amounting to 16.7% of its net sales.

In December 2019, as part of its strategic framework Sanofi announced its intent to prioritize six potentially transformative therapies in areas of high unmet patient need: fitusiran and BIVV001 (hemophilia), SERD (breast cancer), venglustat (rare diseases), nirsevimab (respiratory syncytial virus) and BTKi (multiple sclerosis). Sanofi also announced its intent to discontinue its research in diabetes and cardiovascular (DCV). However, Sanofi may choose the wrong areas of research or products of its portfolio, and may not be able to improve its research productivity sufficiently to sustain its pipeline.

In addition, numerous companies are working on the same targets and a product considered as promising at the beginning of its development may become less attractive if a competitor addressing the same unmet need reaches the market earlier. There can be no assurance that any of Sanofi's product candidates will be proven safe or effective (see "Item 4. Information on the Company – B. Business Overview – B.5. Global Research & Development" of the 2019 Annual Report on Form 20-F). Over

these research and development cycles spanning several years, there is a substantial risk at each stage of development including clinical trials - that Sanofi will not achieve its goals of safety and/or efficacy and that Sanofi will have to abandon a product in which it has invested substantial amounts of money and human resources. More and more trials are designed with clinical endpoints of superiority; failure to achieve those endpoints could damage the product's reputation and Sanofi's overall development program.

Decisions concerning the studies to be carried out can have a significant impact on the marketing strategy for a given product. Multiple in-depth studies can demonstrate that a product has additional benefits, facilitating the product's marketing, but such studies are expensive and time consuming and may delay the product's submission to regulatory authorities for approval.

In addition, following (or in some cases contemporaneously with) the marketing authorization, the dossier is also submitted to governmental agencies and/or national or regional third-party payers – Health Technology Assessment (HTA) bodies - for review. These HTA bodies evaluate evidence on the value of the new product, assess the medical need it serves and provide recommendations on the corresponding reimbursement. Such analyses may require additional studies, including comparative studies, which may effectively delay marketing, change the population which the new product treats, and add costs to its development. Sanofi's continuous investments in research and development for future products and for the launches of newly registered molecules could therefore result in increased costs without a proportionate increase in revenues, which would negatively affect the operating results and profitability.

Lastly, there can be no assurance that all the products approved or launched will achieve commercial success.

A substantial share of the revenue and income of Sanofi depends on the performance of certain flagship products*

As part of the presentation of its strategy in December 2019 Sanofi announced its intent to prioritize its activities on growth drivers including Dupixent® and its Vaccines operations, which have been identified as key growth drivers. Nevertheless market expansion and new launches of medicines and vaccines may not deliver the expected benefits.

Sanofi may also encounter failures or delays in its launch strategy (in terms of timing, pricing, market access, marketing efforts and dedicated sales forces) of products that may not deliver the expected benefits. The competitive environment for a given product may also have changed by the time of the actual launch, modifying Sanofi's initial expectations. The need to prioritize the allocation of resources may also cause delays or hamper the launch or expansion of some of Sanofi's products.

Also Sanofi currently generates a substantial share of its revenues from the sale of certain key products (see "Item 5. Operating and Financial Review and Prospects – Results of Operations – Year ended 31 December 2019 compared with year ended 31 December 2018 – Net Sales – Pharmaceuticals segment").

Among its flagship products, Lantus®, Lovenox® and Plavix® already face generic competition on the market. Lantus® is particularly important; it was Sanofi's leading product with revenues of €3,012 million in 2019, representing 8.3% of Sanofi's net sales for the year. Aubagio®, following a settlement agreement entered into in 2017, is expected to face generic competition starting from March 2023.

More generally, an expiration of effective intellectual property protections for its products typically results in the market entry of one or more lower-priced generic competitors, often leading to a rapid and significant decline in revenues on those products (for information regarding ongoing patent litigation see Note D.22.b) to the consolidated financial statements of the 2019 Annual Report on Form 20-F included at Item 18 of the 2019 Annual Report on Form 20-F).

The introduction of a generic product results in adverse price and volume effects for the branded, or genericized products. For example, although Sanofi does not believe it is possible to state with certainty what level of net sales would have been achieved in the absence of generic competition, a comparison of its consolidated net sales for 2019 and 2018 for products affected by generic and biosimilar competition shows a loss of €912 million of net sales on a reported basis (see "Item 5. Operating and Financial Review and Prospects – A.1.2. Impacts of Competition from Generics and Biosimilars" of the 2019 Annual Report on Form 20-F). However, other parameters may have contributed to the loss of sales, such as a fall in the average price of certain products (e.g. Lantus®).

Furthermore, in general, if one or more of its flagship products were to encounter problems (such as material product liability litigation, unexpected side effects, or product recalls), the adverse impact on its business, results of operations and financial condition could be significant.

Sanofi relies on third parties for the discovery, manufacture and marketing of some of its products

Sanofi's industry is both highly collaborative and competitive, whether in the discovery and development of new products, licensing, the marketing and distribution of approved products, or manufacturing activities. Sanofi expects that it will continue to rely on third parties for key aspects of its business and Sanofi needs to ensure its attractiveness as a potential partner.

Sanofi conducts a number of significant research and development programs and market some of its products in collaboration with other biotechnology and pharmaceutical companies. For example, Sanofi currently has a global strategic collaboration with Regeneron on monoclonal antibodies. In immuno-oncology, Sanofi has a global collaboration with Regeneron for the joint development and commercialization of cemiplimab, a programmed cell death protein 1 (PD-1) inhibitor antibody. Sanofi has also an immuno-oncology discovery and development agreement with Regeneron on the development of two clinical-stage bispecific antibody programs targeting respectively (i) BCMA and CD3 and (ii) MUC16 and CD3 (see "Item 4. Information on the Company – B. Business Overview" of the 2019 Annual Report on Form 20-F). Dupixent[®] has been developed and commercialized in collaboration with Regeneron. Also, in December 2019, Sanofi and Regeneron announced their intention to restructure their antibody collaboration related to Kevzara[®] (sarilumab) and Praluent[®] (alirocumab) (see "Item 5. Financial Presentation of Alliances – A.1.7.1/ Alliance Arrangements with Regeneron" of the 2019 Annual Report on Form 20-F). Finally, Sanofi may also rely on partners to design and manufacture medical devices, notably for the administration of its products.

As regards products recently launched or under development for which Sanofi has a collaboration with partners, the terms of the applicable alliance agreement may require Sanofi to share profits and losses arising from commercialization of such products with its partners. This differs from the treatment of revenue and costs generated by other products for which Sanofi has no alliance agreement, and such profit sharing may deliver a lower contribution to its financial results.

Sanofi could also be subject to the risk that it may not properly manage the decision-making process with its partners. Decisions may also be under the control of or subject to the approval of its collaboration partners, who may have views that differ from Sanofi's. Sanofi is also subject to the risk that its partners may not perform effectively, which could have a detrimental effect when the performance of certain key tasks or functions is the responsibility of its collaboration partners. Failures in the development process or differing priorities may adversely affect the activities conducted through the collaboration arrangements. Sanofi could face conflicts or difficulties with its partners during the course of these agreements or at the time of their renewal or renegotiation. All these events may affect the development, the launch and/or the marketing of certain of its products or product candidates and may cause a decline in its revenues or otherwise negatively affect its results of operations.

Sanofi is subject to the risk of non-payment by its customers¹

Sanofi runs the risk of delayed payments or even non-payment by its customers, which consist principally of wholesalers, distributors, pharmacies, hospitals, clinics and government agencies. This risk is accentuated by recent concentrations among distributors, as well as by uncertainties around global credit and economic conditions, in particular in emerging markets. The United States poses particular customer credit risk issues because of the concentrated distribution system: Sanofi's three main customers represented respectively 8%, 5% and 3% of its consolidated net sales in 2019. Sanofi is also exposed to large wholesalers in other markets, particularly in Europe. Although Sanofi assigns some of its receivables to factoring companies or banks, an inability of one or more of these wholesalers to honor their debts to Sanofi could adversely affect its financial condition (see Note D.34. to the consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F).

In some countries, some customers are public or subsidized health systems. The economic and credit conditions in these countries may lead to an increase in the average length of time needed to collect on accounts receivable or the ability to collect 100% of receivables outstanding. Because of this context, Sanofi may need to reassess the recoverable amount of its debts in these countries during future financial years (see also "Item 5. Operating and Financial Review and Prospects – Liquidity and Capital Resources – Liquidity" of the 2019 Annual Report on Form 20-F).

¹ The information in this section supplements the disclosure required under IFRS 7 as presented in Notes B.8.7., D.10. and D.34. to the consolidated financial statements, provided at Item 18 of the 2019 Annual Report on Form 20-F.

Global economic conditions and an unfavorable financial environment could have negative consequences for Sanofi's business²

Over the past several years, growth of the global pharmaceutical market has become increasingly tied to global economic growth. In this context, a substantial and lasting slowdown of the global economy, major national economies or emerging markets could negatively affect growth in the global pharmaceutical market and, as a result, adversely affect Sanofi's business.

Unfavorable economic conditions have reduced the sources of funding for national social security systems, leading to austerity measures including heightened pressure on drug prices, increased substitution of generic drugs, and the exclusion of certain products from formularies.

Further, Sanofi's net sales may be negatively impacted by the continuing challenging global economic environment, as high unemployment, increases in cost-sharing, and lack of developed third-party payer systems in certain regions may lead some patients to switch to generic products, delay treatments, skip doses or use other treatments to reduce their costs. In the United States there has been a significant increase in the number of beneficiaries in the Medicaid program, under which sales of pharmaceuticals are subject to substantial rebates and, in many US states, to formulary restrictions limiting access to brand-name drugs, including Sanofi's. Also, employers may seek to transfer a greater portion of healthcare costs to their employees due to rising costs.

Sanofi's Consumer Healthcare business could also be adversely impacted by difficult economic conditions that limit the financial resources of its customers.

If economic conditions worsen, or in the event of default or failure of major players including wholesalers or public sector buyers financed by insolvent states, the financial situation of the Group, its results of operations and the distribution channels of its products may be adversely affected. See also "Sanofi is subject to the risk of non-payment by its customers" above.

The United Kingdom left the European Union effective 31 January 2020 ("**Brexit**"). Given the lack of comparable precedent, it is unclear what financial, trade, regulatory and legal implications the withdrawal of the United Kingdom from the European Union will have. Brexit creates global economic and financial uncertainty, which may cause, among other consequences, volatility in exchange rates and interest rates and changes in regulations. In addition, the move of the headquarters of the European Union's health authority, the EMA, from the United Kingdom to the Netherlands has impaired the work of the EMA and could also delay new drug approvals in the European Union. However, Sanofi's internal Brexit Task Force has developed and deployed, and is continuing to develop and deploy, contingency measures aiming at avoiding interruption of supply to patients. As a result, Sanofi currently does not believe that these effects will have a material impact on the financial situation or the results of its operations. As of 31 December 2019, the United Kingdom represented 1.7% of its consolidated net sales in the 2019 fiscal year and less than 1% of its total assets.

The increasing use of social media platforms and new technologies present risks and challenges for Sanofi's business and reputation

Sanofi increasingly relies on social media, new technologies and digital tools to communicate about its products and diseases or to provide health services. The use of these media requires specific attention, monitoring programs and moderation of comments. Political and market pressures may be generated by social media because of rapid news cycles. This may result in commercial harm, overly restrictive regulatory actions and erratic share price performance. In addition, unauthorized communications, such as press releases or posts on social media, purported to be issued by Sanofi, may contain information that is false or otherwise damaging and could have an adverse impact on its image and reputation and on its stock price. Negative or inaccurate posts or comments about Sanofi, its business, directors or officers on any social networking website could seriously damage its reputation. In addition, its employees and partners may use social media and mobile technologies inappropriately, which may give rise to liability for the Group, or which could lead to breaches of data security, loss of trade secrets or other intellectual property or public disclosure of sensitive information. Such uses of social media and mobile technologies could have an adverse effect on Sanofi's reputation, business, financial condition and results of operations.

² The information in this paragraph supplements note B.8.7. to the consolidated financial statements under IFRS7 required information, as set out in the 2019 Annual Report on Form 20-F.

C. Risks relating to Sanofi's structure and strategy

Sanofi may fail to successfully identify external business opportunities or realize the anticipated benefits from its strategic investments or divestments*

Sanofi pursues a strategy of selective acquisitions, in-licensing and collaborations in order to reinforce its pipeline and portfolio. Sanofi is also proceeding to selective divestments to focus on key business areas. The implementation of this strategy depends on the Group's ability to identify transaction opportunities, mobilize the appropriate resources in order to enter into agreements in a timely manner and execute these transactions on acceptable economic terms. Moreover, entering into in-licensing or collaboration agreements generally requires the payment of significant "milestones" well before the relevant products reach the market, without any assurance that such investments will ultimately become profitable in the long term (see Note D.21.1. to the consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F and "Sanofi relies on third parties for the discovery, manufacture and marketing of some of its products" above).

For newly acquired activities or businesses Sanofi's growth objectives could be delayed or ultimately not realized, and expected synergies could be adversely impacted if:

- Sanofi is unable to quickly or efficiently integrate those activities or businesses;
- key employees leave; or
- Sanofi has higher than anticipated integration costs.

For instance, Sanofi had to book a €2.8 billion impairment on Elocate[®] acquired through the Bioverativ acquisition completed in 2018 due to revision of sales projections.

For divestments, their financial benefit could be impacted if Sanofi faces significant financial claims or significant post-closing price adjustments.

Sanofi may miscalculate the risks associated with business development transactions at the time they are made or not have the resources or ability to access all the relevant information to evaluate them properly, including with regard to the potential of research and development pipelines, manufacturing issues, compliance issues, or the outcome of ongoing legal and other proceedings. It may also take a considerable amount of time and be difficult to implement a risk analysis and risk mitigation plan after the acquisition of an activity or business is completed due to lack of historical data. As a result, risk management and coverage of such risks, particularly through insurance policies, may prove to be insufficient or ill-adapted.

Because of the active competition among pharmaceutical groups for such business development opportunities, there can be no assurance of the Group's success in completing these transactions when such opportunities are identified.

The globalization of the Group's business exposes it to increased risks in specific areas*

Emerging markets represented 30.2% of Sanofi's sales in 2019. As part of the presentation of its strategy in December 2019, Sanofi identified its strong presence in China among its core drivers with a revenue amounting to 7.5 %of its net sales in 2019.

Nevertheless, the difficulties in operating in emerging markets, a significant decline in the anticipated growth rate or an unfavorable movement of the exchange rates of currencies against the euro could impair Sanofi's ability to take advantage of growth opportunities and could adversely affect Sanofi's business, results of operations or financial condition. For instance, while it is not possible as of the date of this report to predict the economic impact and the magnitude of the ongoing coronavirus epidemic which started in China in December 2019, if a long-lasting epidemic and prolonged restrictive measures to control the outbreak were to result in an economic slow-down in any of Sanofi's targeted markets such as China, it would reduce its sales due to lower healthcare spending on other diseases and fewer promotional activities, and could significantly impact its business operations. Such epidemics or other public health crises could also pose risks to the health and safety of its employees. Furthermore, it is not possible to predict if the current health crisis will impact the Chinese healthcare system, or that of any other affected jurisdiction, or to what extent. (see also "*Global economic conditions and an unfavorable financial environment could have negative consequences for Sanofi's business*" above).

Emerging markets also expose Sanofi to more volatile economic conditions, political instability (including a backlash in certain areas against free trade), competition from multinational or locally based companies that are already well established in these markets, the inability to adequately respond to the unique characteristics of emerging markets (particularly with respect to their underdeveloped judicial systems and regulatory frameworks), difficulties in recruiting qualified personnel or maintaining the necessary internal control systems, potential exchange controls, weaker intellectual property protection, higher crime levels (particularly with respect to counterfeit products), and compliance issues including corruption and fraud (see particularly

"Claims and investigations relating to compliance, ethics, competition law, marketing practices, pricing, human rights of workers, data protection and other legal matters could adversely affect the Group's business, results of operations and financial condition" above).

Sanofi may fail to develop or take advantage of digitalization*

Sanofi has undertaken a number of digital initiatives (such as the opening in October 2019 of its Framingham digitally enabled manufacturing facility in the US and Darwin (Sanofi's real-world data platform). However there is no guarantee that Sanofi's efforts toward a digital transformation will succeed. More generally, Sanofi may fail to capture the benefits of digital at an appropriate cost, in a timely manner and/or enter into appropriate collaborations.

Competitors, including new entrants such as tech companies, may outpace Sanofi in this fast-moving area. If Sanofi fails to adequately integrate digitalization into its organization and business model, Sanofi could lose patients and market share. This could have an adverse impact on its business, prospects and results of operations.

Sanofi may fail to accelerate its efficiency*

As part of its strategy Sanofi has announced its intent to improve its operating efficiencies to fund growth and expand its business operating income margin. Sanofi has also announced savings initiatives that Sanofi expects will generate €2 billion of savings by 2022 to fund investment in its key growth drivers, to accelerate priority pipeline projects and to support the expansion of its BOI margin. Nevertheless there is no guarantee that Sanofi will be able to fully deliver these operating efficiencies within the targeted timeline or generate the expected benefits.

Sanofi's success depends in part on its senior management team and other key employees and its ability to attract, integrate and retain key personnel and qualified individuals in the face of intense competition

Sanofi depends on the expertise of its senior management team and other key employees. In 2019, there were 2,066 "Senior Leaders" within Sanofi, including Executive Committee members and other executives. In addition, Sanofi relies heavily on recruiting and retaining talented people to help it meet its strategic objectives. Sanofi faces intense competition for qualified individuals for senior management positions, or in specific geographic regions or in specialized fields such as clinical development, biosciences and devices, or digital and artificial intelligence.

Sanofi's ability to hire qualified personnel also depends in part on Sanofi's ability to reward performance, incentivize its employees and to pay competitive compensation. Laws and regulations on executive compensation may restrict Sanofi's ability to attract, motivate and retain the required level of talented people. The inability to attract, integrate and/or retain highly skilled personnel, in particular those in leadership positions, may weaken the Group's succession plans, may materially adversely affect the implementation of its strategy and its ability to meet its strategic objectives and could ultimately adversely impact its business or results of operations.

D. Environmental and safety risks of Sanofi's industrial activities

Risks from the handling of hazardous materials could adversely affect Sanofi's results of operations*

Manufacturing activities, such as the chemical manufacturing of the active ingredients in the Group's products and the related storage and transportation of raw materials, products and waste, expose the Group to the risks of industrial accidents that may lead to discharges or releases of toxic or pathogen substances or other events that, can cause personal injury, property damage and environmental contamination, and may result in the shutdown of affected facilities and/or the imposition of civil, administrative, criminal penalties and/or civil damages.

The occurrence of an industrial accident may significantly reduce the productivity and profitability of a particular manufacturing facility and adversely affect Sanofi's operating results and reputation. Although Sanofi maintains property, business interruption and casualty insurance that it believes is in accordance with customary industry practices, this insurance may not be adequate to fully cover all potential hazards incidental to Sanofi's business.

Management of the environmental impact of Sanofi's past industrial activities may have a significant adverse effect on its results of operations

The environmental laws of various jurisdictions impose actual and potential obligations on Sanofi to remediate contaminated sites. These obligations may relate to sites:

- that Sanofi currently owns or operates;
- that it formerly owned or operated; or

- where waste from its operations was disposed.

These environmental remediation obligations could reduce Sanofi's operating results. Sanofi accrues provisions for remediation when its management believes the need is probable and that it is reasonably possible to estimate the cost. See "Item 4. Information on the Company – B. Business Overview – B.10. Health, Safety and Environment (HSE)" of the 2019 Annual Report on Form 20-F for additional information regarding its environmental policies. In particular, Sanofi's provisions for these obligations may be insufficient if the assumptions underlying these provisions prove incorrect or if Sanofi is held responsible for additional, currently undiscovered contamination. These judgments and estimates may later prove inaccurate, and any shortfalls could have an adverse effect on the Group's results of operations and financial condition. For more detailed information on environmental issues, see "Item 4. Information on the Company – B. Business Overview – B.10 Health, Safety and Environment (HSE)" and Notes B.12 and D.19.3 to the consolidated financial statements of the 2019 Annual Report on Form 20-F.

Sanofi is or may become involved in claims, lawsuits and administrative proceedings relating to environmental matters. Some current and former Sanofi subsidiaries have been named as "potentially responsible parties" or the equivalent under the US Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (also known as "Superfund"), and similar statutes in France, Germany, Italy, Brazil and elsewhere. As a matter of statutory or contractual obligation, Sanofi and/or its subsidiaries may retain responsibility for environmental liabilities at some of the sites of its predecessor companies, or of subsidiaries that Sanofi demerged, divested or may divest. Sanofi has disputes outstanding regarding certain sites no longer owned by the Group. An adverse outcome in such disputes might have a significant adverse effect on its operating results. See Note D.22.d) to the consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F and section "Item 8. Financial Information – A. Consolidated Financial Statements and Other Financial Information – Information on Legal or Arbitration Proceedings" of the 2019 Annual Report on Form 20-F).

Environmental regulations are evolving. For example, in Europe, new or evolving regulatory regimes include REACH, CLP/GHS, SEVESO, IPPC/IED, the Waste Framework Directive, the Emission Trading Scheme Directive, the Water Framework Directive, the Directive on Taxation of Energy Products and Electricity and several other regulations aimed at preventing global warming. Stricter environmental, safety and health laws and enforcement policies could result in substantial costs and liabilities to the Group and could subject its handling, manufacture, use, reuse or disposal of substances or pollutants, site restoration and compliance to more rigorous scrutiny than is currently the case. Consequently, compliance with these laws could result in capital expenditures as well as other costs and liabilities, thereby adversely affecting the Group's business, results of operations or financial condition.

E. Risks related to financial markets³

Counterparty risk*

Sanofi's financing and investing transactions, and its currency and interest rate hedges, are contracted with leading counterparties. Sanofi sets limits for investment and derivative transactions with individual financial institutions, depending on the rating of each institution. Compliance with these limits, which are based on notional amounts weighted by the residual maturity and the nature of the commitment, is monitored on a daily basis.

³ The disclosures in this section supplement those provide in Note B.8.7. to the consolidated financial statements in the 2019 Annual Report on Form 20-F as regards the disclosure requirements of IFRS 7, and are covered by the independent registered public accounting firms' opinion on the consolidated financial statements.

The table below shows Sanofi's total exposure as of 31 December 2019 by rating and in terms of its percentage exposure to the dominant counterparty:

<i>(€ million)</i>	Cash and cash equivalents (excluding mutual funds)	Notional amounts of currency hedges ^(a)	Notional amounts of interest rate hedges ^(b)	General corporate purpose credit facilities ^(b)
AA	6	1,166	250	500
AA-	444	5,816	896	1,500
A+	1,903	12,218	1,795	^(c) 3,500
A	634	4,194	650	1,500
A-	137	886	—	500
BBB+	260	546	—	500
BBB	89	—	—	—
Unallocated	101	—	—	—
Total	3,574	24,826	3,591	8,000
% / rating of dominant counterparty	18 % /A+	12% /AA-	22 % /AA-	6 % /BBB+

(a) Cash equivalents include mutual fund investments of €5,332 million.

(b) The notional amounts are translated into euros at the relevant closing exchange rate as of 31 December 2019.

(c) Includes interest rate swaps hedging fixed-rate bonds of €99 million held in a Professional Specialized Investment Fund dedicated to Sanofi, recognized in Long-term loans, advances and other non-current receivables (see note D.7.) to the consolidated financial statement of the 2019 Annual Report on Form 20-F.

As of 31 December 2019, Sanofi holds investments in euro and US dollar denominated money-market mutual funds. Those instruments have low volatility, low sensitivity to interest rate risk, and a very low probability of loss of principal. The depository banks of the mutual funds, and of Sanofi itself, have a long-term rating of at least A.

Realization of counterparty risk could impact its liquidity in certain circumstances.

Foreign exchange risk

Operating foreign exchange risk

A substantial portion of Sanofi net sales is generated in countries where the euro, which is its reporting currency, is not the functional currency. In 2019, for example, 35.3% of its net sales were generated in the United States, 22.7% in Emerging Markets other than China (including countries that are, or may in future become, subject to exchange controls), 7.5% in China and 5.3% in Japan. Although Sanofi also incurs expenses in those countries, the impact of those expenses is not enough wholly to offset the impact of exchange rates on Sanofi's net sales. Consequently, its operating income may be materially affected by fluctuations in exchange rates between the euro and other currencies.

Sanofi operates a foreign exchange risk hedging policy to reduce the exposure of operating income to exchange rate movements. That policy involves regular assessments of its worldwide foreign currency exposure, based on foreign currency transactions carried out by the parent company and its subsidiaries. Those transactions mainly comprise sales, purchases, research costs, co-marketing and co-promotion expenses, and royalties. To reduce the exposure of those transactions to exchange rate movements, Sanofi contracts hedges using liquid derivative instruments, mainly forward currency purchases and sales, and also currency swaps.

The table below shows operating currency hedging instruments in place as of 31 December 2019, with the notional amount translated into euros at the relevant closing exchange rate (see Note D.20. to the consolidated financial statements for the accounting classification of those instruments as of 31 December 2019 as set out in the 2019 Annual Report on Form 20-F).

Operating foreign exchange derivatives as of 31 December 2019:

<i>(€ million)</i>	Notional amount	Fair value
Forward currency sales	3,372	(10)
<i>of which US dollar</i>	1,186	3
<i>of which Chinese yuan renminbi</i>	447	0
<i>of which Singapore dollar</i>	410	0
<i>of which Russian rouble</i>	184	(3)
<i>of which Saudi riyal</i>	133	1
Forward currency purchases	1,835	(5)
<i>of which US dollar</i>	602	(6)
<i>of which Singapore dollar</i>	525	1
<i>of which Chinese yuan renminbi</i>	130	0
<i>of which Hungarian forint</i>	60	0
<i>of which Russian rouble</i>	49	0
Total	5,207	(15)

The above positions mainly hedge future material foreign-currency cash flows arising after the end of the reporting period in relation to transactions carried out during the year ended 31 December 2019 and recognized in the balance sheet at that date. Gains and losses on hedging instruments (forward contracts) are calculated and recognized in parallel with the recognition of gains and losses on the hedged items. Due to this hedging relationship, the commercial foreign exchange profit or loss on these items (hedging instruments and hedged transactions) will be immaterial in 2020.

Financial foreign exchange risk

The cash pooling arrangements for foreign subsidiaries outside the euro zone, and some of Sanofi's financing activities, expose certain of its entities to financial foreign exchange risk (i.e. the risk of changes in the value of borrowings and loans denominated in a currency other than the functional currency of the borrower or lender). That foreign exchange exposure is hedged using derivative instruments (currency swaps or forward contracts) that alter the currency split of Sanofi's net debt once those instruments are taken into account.

The table below shows financial currency hedging instruments in place as of 31 December 2019, with the notional amounts translated into euros at the relevant closing exchange rate (see also Note D.20 to the consolidated financial statements for the accounting classification of these instruments as of 31 December 2019 in the 2019 Annual Report on Form 20-F).

Financial foreign exchange derivatives as of 31 December 2019:

<i>(€ million)</i>	Notional amount	Fair value	Expiry
Forward currency sales	8,515	40	
<i>of which US dollar</i>	6,331 ⁽¹⁾	51	2020
<i>of which Japanese yen</i>	516	(5)	2020
<i>of which Pound sterling</i>	297	1	2020
Forward currency purchases	10,975	78	
<i>of which US dollar</i>	7,363	42	2020
<i>of which Singapore dollar</i>	2,332	32	
<i>of which Chinese yuan renminbi</i>	270	2	2020
Total	19,490	118	

*(1) Includes forward sales with a notional amount of U.S.\$3,615 million expiring in 2020, designated as a hedge of Sanofi's net investment in Bioverativ. As of 31 December 2019, the fair value of these forward contracts represented an asset of €29 million; the opposite entry was recognized in **Other comprehensive income**, with the impact on financial income and expense being immaterial.*

These forward currency contracts generate a net financial foreign exchange gain or loss arising from the interest rate differential between the hedged currency and the euro, given that the foreign exchange gain or loss on the foreign-currency borrowing and loans is offset by the change in the intrinsic value of the hedging instruments. The interest rate differential is recognized within cost of net debt (see Note D.29. of the 2019 Annual Report on Form 20-F). Sanofi may also hedge some future foreign-currency investment or divestment cash flows.

Other foreign exchange risks

A significant proportion of Sanofi's net assets is denominated in US dollars (see Note D.35. to the consolidated financial statements in the 2019 Annual Report on Form 20-F). As a result, any fluctuation in the exchange rate of the US dollar against the euro automatically impacts the amount of its equity as expressed in euros.

In addition, Sanofi uses the euro as its reporting currency. Consequently, if one or more European Union Member States were to abandon the euro as a currency, the resulting economic upheavals – in particular, fluctuations in exchange rates - could have a significant impact on the terms under which Sanofi can obtain financing and on its financial results, the extent and consequences of which are not currently foreseeable.

Liquidity risk

Sanofi operates a centralized treasury platform whereby all surplus cash and financing needs of its subsidiaries are invested with or funded by the parent company (where permitted by local legislation). The central treasury department manages its current and projected financing, and ensures that Sanofi is able to meet its financial commitments by maintaining sufficient cash and confirmed credit facilities for the size of its operations and the maturity of its debt (see Notes D.17.1.c. and D.17.1.g. to the consolidated financial statements in the 2019 Annual Report on Form 20-F).

Sanofi diversifies its short-term investments with leading counterparties using money-market products with instant access or with a maturity of less than three months. As of 31 December 2019, cash and cash equivalents amounted to € 9 427 million, and its short-term investments predominantly comprised:

- collective investments in euro and US dollar denominated money-market mutual funds. All such funds can be traded on a daily basis and the amount invested in each fund may not exceed 10% of the aggregate amount invested in such funds;
- amounts invested directly with banks and non-financial institutions in the form of instant access deposits, term deposits, and Negotiable European Commercial Paper with a maturity of no more than three months.

As of 31 December 2019, the Group also had €8 billion of undrawn general corporate purpose confirmed credit facilities, half expiring December 2020 and half December 2021. Those credit facilities are not subject to financial covenant ratios.

Sanofi's policy is to diversify its sources of funding through public or private issuances of debt securities, in the United States (shelf registration statement) and Europe (Euro Medium Term Note program). In addition, its A-1+/P-1 short-term rating gives Sanofi access to commercial paper programs in the United States and in France. The average maturity of its total debt was 5.4 years as of 31 December 2019, compared with 5.8 years as of 31 December 2018. During 2019, Sanofi did not draw down on its French commercial paper program. Average drawdowns under the US commercial paper program during 2019 were €2.9 billion (maximum €3.6 billion); the average maturity of those drawdowns was three months. As of 31 December 2019, neither of those programs was being utilized.

In the event of a liquidity crisis, Sanofi could be exposed to difficulties in calling up its available cash, a scarcity of sources of funding including the above-mentioned programs, and/or a deterioration in their terms. This situation could damage its capacity of Sanofi to refinance its debt or to issue new debt on reasonable terms.

Interest rate risk

Sanofi issues debt in two currencies, the euro and the US dollar, and also invests its cash and cash equivalents in those currencies. Sanofi also operates cash pooling arrangements to manage the surplus cash and short-term liquidity needs of foreign subsidiaries located outside the euro zone.

To optimize the cost of debt or reduce the volatility of debt and manage its exposure to financial foreign exchange risk, Sanofi uses derivative instruments (interest rate swaps, cross currency swaps, currency swaps and forward contracts) that alter the fixed/floating rate split and the currency split of its net debt.

The projected full-year sensitivity to interest rate fluctuations of Sanofi's debt, net of cash and cash equivalents for 2020 is as follows:

Change in short-term interest rates	Impact on pre-tax net income (€ million)	Impact on pre-tax income/(expense) recognized directly in equity
+100 bp	65	—
+25 bp	16	—
-25 bp	(16)	—
-100 bp	(65)	—

Stock market risk

It is Sanofi policy not to trade on the stock market for speculative purposes.

During 2019, Sanofi contracted derivative instruments (collars) on 593,712 shares of Dexcom Inc. (see Note D.7.1. in the 2019 Annual Report on Form 20-F, *Equity instruments at fair value through other comprehensive income*). Those collars were designated as fair value hedges of the Dexcom shares, and had a negative fair value as of 31 December 2019 of €4 million, recognized in full in *Other comprehensive income*.

F. Risks relating to shareholding composition

Sales of Sanofi's shares may cause the market price of its shares or ADSs to decline. *

Sales of large numbers of Sanofi's shares, or a perception that such sales may occur, could adversely affect the market price for its shares and ADSs. To Sanofi's knowledge, L'Oréal, its largest shareholder, is not subject to any contractual restrictions on the sale of the shares it holds in the Company. L'Oréal does not consider its stake in the Company as strategic.

Sanofi's largest shareholder owns a significant percentage of the share capital and voting rights of Sanofi

As of 31 December 2019, L'Oréal held approximately 9.43% of the issued share capital, accounting for approximately 16.82% of the voting rights (excluding treasury shares) of Sanofi. See "Item 7. Major Shareholders and Related Party Transactions – A. Major Shareholders." Affiliates of L'Oréal currently serve on Sanofi's Board of Directors. To the extent L'Oréal continues to hold a large percentage of its share capital and voting rights, it will remain in a position to exert greater influence in the appointment of the directors and officers of Sanofi and in other corporate actions that require shareholders' approval.

2. Risk factors associated with Notes issued under the Programme

Factors which the Issuer believes are specific to the Notes and material for an informed investment decision with respect to investing in the Notes issued under the Programme are described below. In each category below the Issuer sets out the material risks in descending order of importance, taking into account the negative impact of such risks and the probability of their occurrence.

A. Risks relating to all Series of Notes

Credit risk

An investment in the Notes involves a credit risk on the Issuer. Since the Notes are unsubordinated and unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees, the Noteholders can only rely on the ability of the Issuer to pay any amount due under the Notes. The value of the Notes will depend on the creditworthiness of the Issuer (as may be impacted by the risks related to the Issuer as described above). If the creditworthiness of the Issuer deteriorates, the potential impact on the Noteholders could be significant: a deterioration in creditworthiness could give rise to negative repercussions on the Noteholders because (i) the Issuer may not be able to fulfil all or part of its payment obligations under the Notes, (ii) the value of the Notes may decrease and (iii) investors may lose all or part of their investment.

French insolvency law

As a *société anonyme* incorporated in France, French insolvency laws apply to the Issuer. Subject to the provisions of the relevant Final Terms, the Noteholders, in respect of all Tranches of any Series, will be grouped automatically for the defence of their common interests in a *Masse*, as defined in Condition 13(a) (*Representation of Noteholders*). However, under French insolvency law, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in order to defend their common interests if a safeguard procedure (*procédure de sauvegarde, procédure de sauvegarde accélérée or procédure de sauvegarde financière accélérée*) or a judicial reorganisation procedure (*procédure de redressement judiciaire*) is opened in France with respect to the Issuer.

The Assembly comprises holders of all debt securities issued by the Issuer (including the Notes), whether or not under a debt issuance programme (EMTN) and regardless of their governing law.

The Assembly deliberates on the proposed safeguard plan (*projet de plan de sauvegarde, projet de plan de sauvegarde accélérée or projet de plan de sauvegarde financière accélérée*) or judicial reorganisation plan (*projet de plan de redressement*) applicable to the Issuer and may further agree to:

- increase the liabilities (charges) of holders of debt securities (including the Noteholders) by rescheduling and/or partially or totally writing-off debts;
- establish an unequal treatment between holders of debt securities (including the Noteholders) as appropriate under the circumstances; and/or
- decide to convert debt securities (including the Notes) into shares and/or securities that give or may give right to share capital.

Decisions of the Assembly will be taken by a two-third majority (calculated as a proportion of the debt securities held by the holders attending such Assembly or represented thereat). No quorum is required to hold the Assembly.

For the avoidance of doubt, the provisions relating to the Representation of the Noteholders described in Condition 13 (*Meetings of Holder and Waivers*) will not be applicable with respect to the Assembly to the extent they conflict with compulsory insolvency law provisions that apply in these circumstances.

It should be noted that a directive "on preventive restructuring frameworks, on discharge of debt and disqualifications, and on measures to increase the efficiency of procedures concerning restructuring, insolvency and discharge of debt, and amending Directive (EU) 2017/1132" has been adopted by the European Union on 20 June 2019. Once transposed into French law (which should happen by 17 July 2021 at the latest), such directive should have a material impact on French insolvency law, especially with regard to the process of adoption of restructuring plans under insolvency proceedings. According to this directive, "affected parties" (i.e., creditors, including the Noteholders, and, where applicable under national law, equity holders whose claims or interests are affected under a restructuring plan) shall be treated in separate classes which reflect certain class

formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that are sufficiently similar to justify considering the members of the class a homogenous group with commonality of interest. As a minimum, secured and unsecured claims shall be treated in separate classes for the purpose of adopting a restructuring plan. A restructuring plan shall be deemed to be adopted by affected parties, provided that a majority in the amount of their claims or interests is obtained in each and every class (the required majorities shall be laid down by Member States at not higher than 75% in the amount of claims or interests in each class). If the restructuring plan is not approved by each and every class of affected parties, the plan may however be confirmed by a judicial or administrative authority by applying a cross-class cram-down, provided that:

- the plan has been notified to all known creditors likely to be affected by it;
- the plan complies with the best interest of creditors test (i.e., no dissenting creditor would be worse off under the restructuring plan than such creditor would be in the event of liquidation, whether piecemeal or sale as a going concern);
- where applicable, any new financing is necessary to implement the restructuring plan and does not unfairly prejudice the interest of creditors;
- the plan has been approved by a majority of the voting classes of affected parties, provided that at least one of those classes is a secured creditors class or is senior to the ordinary unsecured creditors class; or, failing that, by at least one of the voting classes of affected parties or where so provided under national law, impaired parties, other than an equity-holders class or any other class which, upon a valuation of the debtor as a going-concern, would not receive any payment or keep any interest, or, where so provided under national law, which could be reasonably presumed not to receive any payment or keep any interest, if the normal ranking of liquidation priorities were applied under national law;
- the plan complies with the relative priority rule (i.e. dissenting classes of affected creditors are treated at least as favourably as any other class of the same rank and more favourably than any junior class). By way of derogation, Member States may instead provide that the plan shall comply with the absolute priority rule (i.e., a dissenting class of creditors must be satisfied in full before a more junior class may receive any distribution or keep any interest under the restructuring plan); and
- no class of affected parties can, under the restructuring, plan receive or keep more than the full amount of its claims or interests.

Therefore, when such directive is transposed into French law, it is likely that the Noteholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Noteholders will be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may possibly be overridden by a cross-class cram down.

Should this risk materialise, the impact on the Noteholders would be high. The commencement of insolvency proceedings against Sanofi would have a significant adverse effect on the market value of the Notes and any decisions taken by the Assembly or a class of creditors, as the case may be, could cause the Noteholders to lose all or part of their investment.

Changes of law may occur in the future that will impact the conditions of the Notes.

The Terms and Conditions of the Notes are based on and governed by the laws of France in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of France or administrative practice (or to the interpretation thereof) after the date of this Base Prospectus. Any such decision or change could be unfavourable to creditors' rights, including those of the Noteholders. If any change in law were unfavourable to the Issuer or the Noteholders, it could have an adverse or a significant adverse effect on the market value of the Notes (depending on the nature of the change) and could have potentially serious negative repercussions on the Noteholders' investment in the Notes. The risk of changes in law is higher for Notes with longer maturities.

Modification of the Terms and Conditions of the Notes

Condition 13 (*Meetings of Holders and Waivers*) of the Terms and Conditions of the Notes contains provisions for calling meetings of Noteholders to consider matters affecting their interests generally. Subject to the provisions of the Final Terms, the Noteholders will, in respect of all Tranches in any Series, be automatically grouped for the defence of their common

interests in a *Masse*, as defined in Condition 13 (*Meetings of Holders and Waivers*). Noteholders can adopt measures either through a general meeting (the "**General Meetings**") or by consent following a written consultation (the "**Written Resolutions**").

As set out in Condition 13 (*Meetings of Holders and Waivers*), the Terms and Conditions of the Notes permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant General Meeting, Noteholders who voted in a manner contrary to the majority or Noteholders who did not consent to a Written Resolution.

It is possible that a majority of Noteholders could adopt measures through a General Meeting or by way of a Written Resolution that would modify the Terms and Conditions in a way that could impair or limit the rights of the Noteholders. However, the likelihood of a majority of Noteholders adopting a decision that would have a significant adverse effect on the Noteholders should not be overplayed.

B. Risks related to the market generally

Risks related to the secondary market

The Programme allows for Notes to be listed and admitted to trading on Euronext Paris. This Base Prospectus has been passported to Luxembourg under the passporting regime of the Prospectus Regulation, so that the Notes may be listed or admitted to trading on the *Bourse de Luxembourg*. Nevertheless, the Notes may have no established trading market when issued and there can be no assurance that an active trading market for the Notes will develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. This may have a negative impact on the liquidity of the Notes and result in low trading volumes. The degree of liquidity of the Notes may negatively impact the price at which an investor can dispose of the Notes where the investor is seeking to achieve a sale within a short timeframe. In such circumstances, the impact of this risk on the Noteholder would be high because Notes would likely have to be resold at a discount to the nominal value of the Notes. Furthermore, if additional and competing products are introduced in the markets, this may adversely affect the market value of the Notes.

The Issuer is entitled to buy the Notes, as described in Condition 7(i), and the Issuer may issue further notes, as described in Condition 15 (*Further Issues and Consolidation*). Such transactions may adversely affect the price development of the Notes. If additional and competing products are introduced in the markets, this may adversely affect the value of the Notes.

Exchange rate risks and exchange controls.

The Programme allows for Notes to be issued in a range of currencies (each a "**Specified Currency**"). The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities or financial statements are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency or central bank interventions in the relevant currency markets) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes.

Furthermore, Government and monetary or financial authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. If such risk were to materialise, the Noteholders whose financial activities are carried out or dependent principally in a currency or currency unit other than the relevant Specified Currency could be very negatively impacted as they might receive less interest or principal than expected, or at worst, no interest or principal.

C. Risks related to the structure and the characteristics of a particular issue of Notes

The Programme allows for the issuance of a wide range of Notes with varying structures and features. Such structures and features may present particular risks for potential investors. A description of the most material risks associated with such structures and features is set out below:

Interest rate risks

Risks related to Fixed Rate Notes

Condition 5(a) allows for the issuance of Notes that pay a fixed rate of interest to Noteholders. Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of such Notes. While the nominal interest rate of a fixed interest rate note is fixed during the life of such a note or during a certain period of time, the current interest rate on the capital market (market interest rate) typically changes on a daily basis. As the market interest rate changes, the price of such note changes in the opposite direction. If the market interest rate increases, the price of such note typically falls, until the yield of such note is approximately equal to the market interest rate. If the market interest rate decreases, the price of a fixed rate note typically increases, until the yield of such note is approximately equal to the market interest rate. Noteholders should be aware that movements of the market interest rate can adversely affect the price of the Notes and could cause Noteholders to lose part of the capital invested if they decide to sell Notes during a period in which the market interest rate exceeds the fixed rate of the Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the price of the Notes and cause Noteholders who sell Notes on the secondary market to lose part of their initial investment.

Risks related to Floating Rate Notes

Condition 5(b) allows for the issuance of Notes that pay a floating rate of interest to Noteholders. Investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. The market value of Floating Rate Notes may be volatile if changes, particularly short-term changes, to market interest rates evidenced by the relevant reference rate can only be reflected in the interest rate of these Notes upon the next periodic adjustment of the relevant reference rate. It is difficult to anticipate future market volatility in interest rates, but any such volatility may negatively impact the yield of Floating Rate Notes and give rise to reinvestment risk.

If the Final Terms provide for several interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

Risks related to Notes which are linked to "benchmarks"

Where, pursuant to Condition 5(b)(ii)(C), the applicable Final Terms for a Series of Floating Rate Notes specify that the Rate of Interest for such Notes will be determined by reference to the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and other indices which are deemed to be "benchmarks", investors should be aware that such "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequences could have a significant adverse effect on the liquidity and market value of and return on any Notes linked to such a "benchmark".

Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**") was published in the European official journal on 29 June 2016 and has been in force since 1 January 2018.

The Benchmarks Regulation applies to "contributors", "administrators" and "users" of "benchmarks" (including EURIBOR and LIBOR) in the EU, and will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of "benchmarks" (or, if non-EU based, to be subject to equivalent requirements) and (ii) prevent certain uses by EU supervised entities of "benchmarks" of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a direct impact on any Notes linked to a “benchmark”, including in any of the following circumstances:

- a rate or an index deemed to be a “benchmark” could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or registration or, if based in a non-EU jurisdiction, the administrator is not recognised as equivalent or recognised or endorsed and the transitional provisions do not apply; and
- the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

More broadly, any of the international, national or other proposals for reform, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain "benchmarks" (including EURIBOR and LIBOR): (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead to the disappearance of the "benchmark". Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a significant adverse effect on the market value of and return on any Notes linked to or referencing a "benchmark".

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Notes which are linked to such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes (it being specified that if a Benchmark Event occurs, a specific fall-back shall apply - please refer to the risk factor entitled "*Occurrence of a Benchmark Event*" below). Depending on the manner in which a benchmark is to be determined under the Terms and Conditions, this may (i) if ISDA Determination or FBF Determination applies pursuant to Condition 5(b)(ii)(A) or Condition 5(b)(ii)(B) respectively, be relying upon the provision by reference banks of offered quotations for the relevant benchmark which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies pursuant to Condition 5(b)(ii)(C), result in the effective application of a fixed rate based on the rate which applied for the immediately preceding Interest Period for which the benchmark was available. Any of the foregoing could have an adverse effect on the market value or liquidity of, and return on, any Notes linked to a "benchmark".

Occurrence of a Benchmark Event

Where Screen Rate Determination is used as the method to calculate the Rate of Interest in respect of Notes linked to or referencing a "benchmark" pursuant to Condition 5(b)(ii)(C), certain fallback arrangements set out in Condition 5(b)(ii)(D) will apply if a Benchmark Event occurs. This includes scenarios where an inter-bank offered rate (such as LIBOR or EURIBOR) or other relevant reference rate, and/or any page on which such benchmark may be published, become unavailable, or if the Calculation Agent, any Paying Agent or any other party responsible for the calculation of the Rate of Interest (as specified in the applicable Final Terms) are no longer lawfully permitted to calculate interest on any such Notes under the Benchmarks Regulation or otherwise. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a Replacement Reference Rate (as defined in Condition 5(b)(ii)(D)), with or without the application of an adjustment spread (which, if applied, could be positive or negative, and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark), and may include amendments to the Terms and Conditions of such Notes to ensure the proper operation of the successor or alternative reference rate, all as determined by the Reference Rate Determination Agent (as defined in Condition 5(b)(ii)(D)).

No consent of the Noteholders shall be required in connection with effecting any Replacement Reference Rate. In addition, no consent of the Noteholders shall be required in connection with any other related adjustments and/or amendments to the Terms and Conditions of such Notes which are made in order to give effect to any Replacement Reference Rate.

In certain circumstances, and as specified in Condition 5(b)(ii)(D), the ultimate fallback for a particular Interest Period, including where no Replacement Reference Rate is determined, may be that the rate of interest for such Interest Period be based on the last relevant Reference Rate available on the Relevant Screen Page which applied for the immediately preceding Interest Period plus or minus (as indicated in the relevant Final Terms) the Margin (if any). This ultimate fallback may result in the effective application of a fixed rate of interest to Notes linked to or referencing a "benchmark". The effective conversion into Fixed Rate Notes may affect the secondary market and the market value of such Notes as the fixed rate of interest may be

lower than the rate of interest usually applicable to such Notes. In the event of the application of a fixed rate of interest, the Noteholders would not be able to benefit from any potentially favourable prevailing market conditions.

It is possible that, if a Benchmark Event occurs, it will take some time before a clear successor or alternative reference rate is established in the market. Accordingly, Condition 5(b)(ii)(D) provides as a further fallback that, following the designation of a Replacement Reference Rate, if the Reference Rate Determination Agent determines that the Replacement Reference Rate is no longer substantially comparable to the Reference Rate or does not constitute an industry accepted successor reference rate, the Issuer shall appoint or re-appoint a Reference Rate Determination Agent (which may or may not be the same entity as the original Reference Rate Determination Agent) for the purpose of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate in accordance with Condition 5(b)(ii)(D). If the Reference Rate Determination Agent is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged despite the fact that it may no longer be substantially comparable to the Reference Rate or that it may no longer constitute an industry accepted rate, which may have a negative effect on the market value and yield of the Notes.

The Replacement Reference Rate may have no or a very limited trading history and accordingly its general evolution and/or interaction with other relevant market forces or elements may be difficult to determine or measure. In addition, given the uncertainty concerning the availability of successor or alternative reference rates and the involvement of a Reference Rate Determination Agent, the relevant fallback provisions may not operate as intended at the relevant time and the Replacement Reference Rate may perform differently from the discontinued Reference Rate.

There can be no assurance that any change or adjustment applied to any Notes linked to or referencing a "benchmark" will adequately compensate for this impact. Investors should note that the Reference Rate Determination Agent will have discretion to adjust the Replacement Reference Rate in the circumstances described above. Any such adjustment could have unexpected consequences and could, due to the particular circumstances of each Noteholder, be unfavourable to the Noteholders. This could in turn have quite a negative impact on the rate of interest on, and trading value of, the affected Notes. Moreover, any holders of such Notes that enter into hedging instruments based on the Relevant Rate may find their hedges to be ineffective, and they may incur costs in unwinding such hedges and replacing them with instruments tied to the Replacement Reference Rate.

Any such consequences could have a negative effect on the liquidity and value of, and yield on, any such Floating Rate Notes or have other significant adverse effects or unforeseen consequences.

Risks related to Fixed to Floating Rates Notes

Condition 5(e) allows the Issuer to issue Notes with a fixed rate of interest that is later converted to a floating rate of interest and vice versa. Fixed to Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate. Such interest rate conversion may take place either automatically or at the option of the Issuer on the date specified in the relevant Final Terms. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed to Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Notes.

Risks related to Zero Coupon Notes

Condition 5 allows the Issuer to issue Zero Coupon Notes. Zero Coupon Notes are subject to higher price fluctuations than non-discounted bonds. Changes in market interest rates have a stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are below par (if the yield is positive). If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other Notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk. Therefore, in similar market conditions the holders of Zero Coupon Notes could be subject to higher losses on their investments than the holders of other instruments such as Fixed Rate Notes or Floating Rate Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the value of the Notes.

Early redemption risks

The Notes may be redeemed for tax reasons prior to maturity.

In the event that, pursuant to Condition 8, the Issuer would be obliged to pay additional amounts in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties of whatever nature imposed or levied, by or on behalf of the Republic of France or any political subdivision or any authority thereof or therein having power to tax, the Issuer may, and in certain circumstances shall be obliged to, redeem all outstanding Notes in accordance with Condition 7(b). Such early redemption may adversely affect the holders of the Notes as an investor may be exposed to risks connected to the reinvestment of cash proceeds from the early redemption of their Notes. As a consequence, Noteholders may lose all or part of their investment in the Notes.

Any early redemption at the option of the Issuer, if provided for in any Final Terms relating to a particular issue of Notes, could cause the yield anticipated by Noteholders to be considerably less than anticipated.

The Final Terms for a particular issue of Notes may provide for early redemption at the option of the Issuer, pursuant to Condition 7(c). Such right of early redemption is often provided for bonds or notes in periods of high interest rates. If the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right to redeem early increases. As a consequence, the yields received upon redemption may be lower than expected, and the redeemed face amount of the Notes may be lower than the purchase price for the Notes paid by the Noteholder (specified as the "Issue Price" in the applicable Final Terms). As a consequence, part of the capital invested by the Noteholder may be lost, so that the Noteholder in such case would not receive the total amount of the capital invested. In addition, investors that choose to reinvest monies they receive through an early redemption may be able to do so only in securities with a lower yield than the redeemed Notes.

The Issuer has the option, if so provided in the relevant Final Terms, to redeem the Notes, in whole or in part, or in whole but not in part, as the case may be, under a call option as provided in Condition 7(c), a residual maturity call option as provided in Condition 7(d), a clean-up call option as provided in Condition 7(e) and/or, unless specified as not being applicable in the relevant Final Terms, a make-whole redemption option as provided in Condition 7(g). Such right of early redemption, if provided in the relevant Final Terms relating to a particular issue of Notes, could cause the expected yield in respect of the Notes to be considerably less than anticipated. See "*Partial redemption of Notes at the option of the Issuer or at the option of the Noteholders may make the market illiquid*" for risks relating to partial redemption.

In particular, with respect to the clean-up call option in Condition 7(e), there is no obligation under the Terms and Conditions of the Notes for the Issuer to inform investors if and when the limit needed to exercise the clean-up call option has been reached or is about to be reached, and the Issuer's right to redeem will exist notwithstanding that immediately prior to the serving of a notice in respect of the exercise of the clean-up call option, the Notes may have been trading significantly above par, thus potentially resulting in a loss of capital invested.

Partial redemption of Notes at the option of the Issuer or at the option of the Noteholders may make the market illiquid.

Depending on the number of Notes of the same Series in respect of which a partial redemption of the Notes at the option of the Issuer pursuant to Condition 7(c) or at the option of the Noteholders pursuant to Condition 7(f) is made, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid which, depending on the extent of the illiquidity, may have a direct and significant impact on any remaining Noteholders seeking to dispose of their Notes.

Risks relating to Notes denominated in Renminbi

Restrictions on Notes denominated in Renminbi

The applicable Final Terms in relation to any Series of Notes may specify that the Notes are denominated in Renminbi ("**RMB Notes**").

Renminbi is not freely convertible at present. The government of the PRC (the "**PRC Government**") continues to regulate conversion between Renminbi and other currencies.

Although the People's Bank of China ("**PBoC**") has implemented policies improving accessibility to Renminbi to settle cross-border transactions in the past, there is no assurance that the PRC Government will liberalise control over cross-border remittance of Renminbi in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the

remittance of Renminbi into or out of the PRC. Despite the efforts in recent years to internationalise the currency, there can be no assurance that the PRC Government will not impose interim or long-term restrictions on the cross-border remittance of Renminbi.

In the event that funds cannot be remitted out of the PRC in Renminbi, the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under the RMB Notes may be adversely affected.

As a result of the restrictions by the PRC Government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited.

Although the offshore Renminbi market is expected to grow in depth and size, this is subject to constraints imposed by PRC laws and regulations on foreign exchange. There is no assurance that new PRC law and regulations will not be promulgated or the settlement arrangements between the PBoC and certain financial institutions in respect of limited clearing of Renminbi outside of the PRC will not be terminated or amended in the future, each of which may have the effect of restricting availability of Renminbi outside the PRC. The limited availability of Renminbi outside the PRC may affect the liquidity of its RMB Notes. To the extent the Issuer is required to source Renminbi outside the PRC to service the RMB Notes, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. Should the Issuer resort to using another currency, such as US Dollar, to respect its payment obligations under the RMB Notes, the relevant Noteholders may lose part of their investment when converting such currency back into Renminbi, depending on the prevailing exchange rate at that time.

IMPORTANT CONSIDERATIONS

Investors should seek financial and legal advice

Prospective investors should read the detailed information set out in this Base Prospectus and should consult with their own financial and legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances.

Credit ratings

One or more independent credit rating agencies may assign credit ratings to the Notes or to the Issuer. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time and without notice. Any such revision suspension or withdrawal of any such credit rating could adversely affect the value of the Notes.

The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) no. 1060/2009 of 16 September 2009 on credit rating agencies, as amended (the "**CRA Regulation**") from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended).

The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union, and whether or not the relevant credit rating agency is registered (or has applied for registration) under the CRA Regulation and is included in the list of registered credit rating agencies published on the website of the European Securities and Markets Authority (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>).

Taxation

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other documentary charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions, including the relevant Issuer's jurisdictions of incorporation, which may have an impact on the income received from the Notes. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial instruments such as the Notes. Potential investors are advised to ask for their own tax adviser's advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisers are in a position to duly consider the specific situation of the potential investor.

Moreover, in certain circumstances Noteholders may be subject to U.S. withholding tax. The United States has enacted rules, commonly referred to as "FATCA", that generally impose a new reporting and withholding regime with respect to certain payments made by U.S. and non-U.S. withholding agents, particularly entities that are classified as financial institutions under FATCA. The United States has also entered into an intergovernmental agreement regarding the implementation of FATCA with France (the "IGA"). Sanofi does not expect payments made on or with respect to the Notes to be subject to withholding under FATCA. However, significant aspects of when and how FATCA will apply remain unclear, and no assurance can be given that withholding under FATCA will not become relevant with respect to payments made on or with respect to the Notes in the future. In the event that any withholding imposed because of FATCA, the Issuer will have no obligation to make additional payments in respect of such withholding.

Forward-looking Statements

This Base Prospectus contains forward-looking statements. Sanofi may also make written or oral forward-looking statements in any documents incorporated by reference herein, in any supplements to this Base Prospectus or any documents incorporated by reference therein. Examples of such forward-looking statements include:

- (i) projections of operating revenues, net income, business net income, earnings per share, business earnings per share, capital expenditures, cost savings, restructuring costs, positive or negative synergies, dividends, capital structure or other financial items or ratios;
- (ii) statements of its profit forecasts, future trends, future plans, future objectives or goals, including those relating to products, clinical trials, regulatory approvals and competition; and
- (iii) statements about its future events and future economic performance or that of France, the United States or any other countries in which Sanofi operates.

This information is based on data, assumptions and estimates considered reasonable by the Company as at the date of this Base Prospectus and undue reliance should not be placed on such statements.

Words such as "believe", "anticipate", "plan", "expect", "intend", "target", "estimate", "project", "predict", "forecast", "guideline", "should" and similar expressions are intended to identify forward-looking statements but are not the exclusive means of identifying such statements.

Forward-looking statements involve inherent, known and unknown, risks and uncertainties associated with the regulatory, economic, financial and competitive environment, and other factors that could cause future results and objectives to differ materially from those expressed or implied in the forward-looking statements.

Risk factors which could affect the future results and cause actual results to differ materially from those contained in any forward-looking statements are discussed under "Risk Factors" section of this Base Prospectus. Additional risks, not currently known or considered immaterial by the Company, may have the same unfavourable effect and investors may lose all or part of their investment.

Forward-looking statements speak only as of the date they are made. Other than required by law, Sanofi does not undertake any obligation to update them in light of new information or future developments.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents which shall be incorporated in, and form part of, this Base Prospectus:

- (1) the Issuer's annual report on the United States Securities and Exchange Commission's Form 20-F for the financial year ended 31 December 2019 (the "**2019 Annual Report on Form 20-F**") (<https://www.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-COM/Home/common/docs/investors/2019-03-04-Report-2019-20F-Final.pdf?la=en&hash=0DAFEFDC4BCC94888D1D121D8B4A97F1>); and
- (2) the Issuer's annual report on the United States Securities and Exchange Commission's Form 20-F for the financial year ended 31 December 2018 (the "**2018 Annual Report on Form 20-F**") (https://www.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-COM/Home/common/docs/investors/Sanofi-20-F-2018-EN-PDF-e-accessible_02.pdf?la=en&hash=0E0CB0122FEDA3881B3857221DB9345A).

The 2019 Annual Report on Form 20-F and 2018 Annual Report on Form 20-F have been previously published and have been filed with the AMF for the purpose of the Prospectus Regulation. The 2019 Annual Report on Form 20-F and the 2018 Annual Report on Form 20-F shall be incorporated in and form part of this Base Prospectus, save that:

- (a) the non-incorporated parts of the 2019 Annual Report on Form 20-F and the 2018 Annual Report on Form 20-F are either not relevant for investors or are covered elsewhere in the Base Prospectus; and
- (b) any statement contained in the 2019 Annual Report on Form 20-F and the 2018 Annual Report on Form 20-F which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that (i) a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise) or (ii) it is modified or incorporated by way of a supplement prepared in accordance with Article 23 of the Prospectus Regulation. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

The information on the website of the Issuer does not form part of this Base Prospectus (unless that information is incorporated by reference into this Prospectus) and has not been scrutinised or approved by the competent authority.

For as long as any Notes are outstanding, this Base Prospectus, any supplement to the Base Prospectus and all documents incorporated by reference into this Base Prospectus may be obtained, free of charge, (i) at the office of the Fiscal Agent and the Paying Agents set out at the end of this Base Prospectus during normal business hours, (ii) at the registered office of the Issuer during normal business hours, and (iii) on the website of the Issuer (www.sanofi.com). Provision of such documents does not constitute a representation that such documents have not been modified or superseded in whole or in part as specified above. Written or oral requests for such documents should be directed to the principal office of BNP Paribas Securities Services in its capacity as Fiscal Agent (as defined in the "Terms and Conditions" of the Notes below) or to the Issuer at its registered office set out at the end of this Base Prospectus. The Base Prospectus and any supplement to the Base Prospectus will also be available on the website of the AMF (www.amf-france.org).

The Final Terms related to Notes admitted to trading on Euronext Paris will be published on the websites of (x) the AMF (www.amf-france.org) and (y) the Issuer (www.sanofi.com). If the Notes are admitted to trading on a Regulated Market other than Euronext Paris, the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.

The relevant documents and page references for the information incorporated by reference herein in response to the specific requirements of Annex 7 of Commission Delegated Regulation 2019/980 are as follows:

Information incorporated by reference

Rule	Information	Page in 2019 Annual Report on Form 20-F	Page in 2018 Annual Report on Form 20-F
4	INFORMATION ABOUT THE ISSUER		
4.1	History and development of the Issuer		

4.1.1	The legal and commercial name of the Issuer	14	-
4.1.2	The place of registration of the Issuer, its registration number and legal entity identifier ('LEI').	14; 146	-
4.1.3	The date of incorporation and the length of life of the Issuer, except where the period is indefinite.	14	-
4.1.4	The domicile and legal form of the Issuer, the legislation under which the Issuer operates, its country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the Issuer, if any, with a disclaimer that the information on the website does not form part of the Base Prospectus unless that information is incorporated by reference into the Base Prospectus.	14	-
4.1.5	Any recent events particular to the Issuer and which are to a material extent relevant to an evaluation of the Issuer's solvency.	N/A	-
5	BUSINESS OVERVIEW		
5.1	Principal activities		
5.1.1	A brief description of the Issuer's principal activities stating the main categories of products sold and/or services performed.	15-34	-
5.1.2	The basis for any statements made by the Issuer regarding its competitive position.	1 st and 2 nd page under heading "Presentation of financial and other information"; 15-16; 33-34	-
6	ORGANISATIONAL STRUCTURE		
6.1	If the Issuer is part of a group, a brief description of the group and the Issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organizational structure if this helps to clarify the structure.	45-46	-
9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
9.1	Names, business addresses and functions within the Issuer of the following persons and an indication of the principal activities performed by them outside of that Issuer	78-137	-

	<p>where these are significant with respect to that Issuer:</p> <p>(a) members of the administrative, management or supervisory bodies;</p> <p>(b) partners with unlimited liability, in the case of a limited partnership with a share capital.</p>		
9.2	<p>Administrative, management, and supervisory bodies conflicts of interests.</p> <p>Potential conflicts of interests between any duties to the Issuer, of the persons referred to in item 9.1, and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.</p>	100	-
10	MAJOR SHAREHOLDERS		
10.1	To the extent known to the Issuer, state whether the Issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control and describe the measures in place to ensure that such control is not abused.	137-138	-
11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
11.1	Historical financial information		
11.1.1	Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the Issuer has been in operation and the audit report in respect of each year.	176-179, F1-F104	235-236, F1-F118
11.1.3	Accounting standards	F12-F13	F11-F12
11.1.4	Where the audited financial information is prepared according to national accounting standards, the financial information must include at least the following:		
	(c) the balance sheet;	F3-F4	F2-F3
	(d) the income statement;	F5	F4
	(e) the accounting policies and explanatory notes.	F12-F104	F11-F118

11.1.5	Consolidated financial statements If the Issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.	F1-F104	F1-F118
11.1.6	Age of financial information The balance sheet date of the last year of audited financial information may not be older than 18 months from the date of the registration document	F1-F104	F1-F118
11.2	Auditing of historical financial information	176-179	235-236
11.3	Legal and arbitration proceedings	140-143, F83-F90	-
12	MATERIAL CONTRACTS	158	-

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer shall be required to prepare a supplement to this Base Prospectus pursuant to the provisions of Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus, which in respect of any subsequent issue of Notes to be admitted to trading on Euronext Paris or on any other Regulated Market, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the Prospectus Regulation. Such supplement to this Base Prospectus will be submitted to the AMF for approval.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, subject to completion by the relevant Final Terms, shall be applicable to the Notes.

In the case of Dematerialised Notes, the text of the terms and conditions will not be endorsed on physical documents of title but will be constituted by the following text as completed by the relevant Final Terms. In the case of Materialised Notes, either (i) the full text of these terms and conditions together with the relevant provisions of the Final Terms or (ii) these terms and conditions as so completed (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed or attached on Definitive Materialised Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the relevant Final Terms. References in the Conditions to "Notes" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Sanofi (the "Issuer") with the benefit of an agency agreement dated 10 March 2020 between the Issuer and BNP Paribas Securities Services as Fiscal Agent, Principal Paying Agent, Redenomination Agent, Consolidation Agent and Calculation Agent (the "Agency Agreement"). The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the "Fiscal Agent", the "Paying Agents" (which expression shall include the Fiscal Agent), the "Redenomination Agent", the "Consolidation Agent" and the "Calculation Agent(s)".

References below to "Conditions" are, unless the context requires otherwise, to the numbered paragraphs below.

The specific terms of each Tranche will be set out in the Final Terms to this Base Prospectus (the "Final Terms").

As used herein, "Tranche" means Notes which are identical in all respects (including as to listing). As used herein, "Series" means a Tranche of Notes together with any further Tranche or Tranches of Notes which are expressed to be consolidated (*assimilées*) and form a single series and are identical in all respects (including as to listing) except that the Issue Price, Issue Date, Interest Commencement Date (if any) and/or the amount of the first payment of interest (if any) may be different in respect of different Tranches.

A copy of the Agency Agreement is available for inspection and the Final Terms applicable to the Notes are available free of charge during normal business hours at the specified office of the Paying Agent, save that the relevant Final Terms in relation to unlisted Notes will only be available for inspection by a Holder holding one or more Notes of that Series and such Holder must produce evidence satisfactory to the relevant Paying Agent as to its holding of Notes and as to its identity. The Holders of Notes, Coupons and Talons are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the relevant Final Terms which are applicable to them.

Words and expressions defined in the Agency Agreement or used in the relevant Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and *provided that*, in the event of inconsistency between the Agency Agreement and the relevant Final Terms, the relevant Final Terms will prevail.

For the purposes of these Terms and Conditions, "Regulated Market" means any regulated market situated in a Member State of the European Economic Area ("EEA") (including the United Kingdom) as defined in Directive 2014/65/EU.

1 FORM, DENOMINATION AND TITLE

(a) Form:

Notes may be issued either in dematerialised form ("Dematerialised Notes") or in materialised form ("Materialised Notes").

- (i) Title to Dematerialised Notes will be evidenced in accordance with Articles L.211-3 et seq. and R.211-1 of the French *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the French *Code monétaire et financier*) will be issued in respect of the Dematerialised Notes.

Dematerialised Notes are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France ("Euroclear France") (acting as central depository) which shall credit the accounts of Account Holders, or in registered

dematerialised form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*au nominatif administré*) inscribed in the books of an Account Holder designated by the relevant Noteholder or in fully registered form (*au nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or the registration agent (designated in the relevant Final Terms) acting on behalf of the Issuer (the "**Registration Agent**").

For the purpose of these Conditions, "**Account Holder**" means any authorised intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream**").

- (ii) Materialised Notes are issued in bearer form only. Materialised Notes are serially numbered and are issued with coupons (each, a "**Coupon**") and, where appropriate, a talon (a "**Talon**") attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

In accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier*, securities (such as the Notes) which are governed by French law and are in materialised form must be issued outside the French territory.

(b) **Denomination(s):**

Notes shall be issued in the specified denomination(s) as set out in the relevant Final Terms (the "**Specified Denomination(s)**") save that the minimum denomination of each Note, including Notes admitted to trading on a Regulated Market in circumstances which require the publication of a prospectus under the Prospectus Regulation, will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency). Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title:**

- (i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or the Registration Agent.
- (ii) Title to Materialised Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue ("**Definitive Materialised Notes**"), shall pass by delivery.
- (iii) Except as ordered by a court of competent jurisdiction or as required by law, the holder of any Note (as defined below), Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, or an interest in it, any writing on it or its theft or loss and no person shall be liable for so treating the holder.
- (iv) In these Conditions, "**holder of Notes**" or "**holder of any Note**", or "**Noteholder**" means (a) in the case of Dematerialised Notes, the individual or entity whose name appears in the account of the relevant Account Holder, the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (b) in the case of Materialised Notes, the bearer of any Definitive Materialised Note and the Coupons ("**Couponholder**" being construed accordingly), or Talon relating to it, and capitalised terms have the meanings given to them in the relevant Final Terms, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 CONVERSION AND EXCHANGES OF NOTES

(a) Dematerialised Notes

- (i) Dematerialised Notes issued in bearer dematerialised form (*au porteur*) may not be converted into Dematerialised Notes in registered dematerialised form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).
- (ii) Dematerialised Notes issued in registered dematerialised form (*au nominatif*) may not be converted into Dematerialised Notes in bearer dematerialised form (*au porteur*).
- (iii) Dematerialised Notes issued in fully registered form (*au nominatif pur*) may, at the option of the Noteholder, be converted into Notes in administered registered form (*au nominatif administré*), and *vice versa*. The exercise of any such option by such Noteholder shall be made in accordance with Article R.211-4 of the French *Code monétaire et financier*. Any such conversion shall be effected at the cost of such Noteholder.

(b) Materialised Notes

Materialised Notes of one Specified Denomination may not be exchanged for Materialised Notes of another Specified Denomination.

3 STATUS OF THE NOTES

The Notes and, where applicable, any relative Coupons (subject to Condition 4 (*Negative Pledge*)) constitute direct, unsecured and unsubordinated obligations of the Issuer and rank *pari passu* without any preference or priority among themselves and equally with all other existing and future unsecured and unsubordinated obligations of the Issuer other than obligations as may be preferred by mandatory provisions of applicable law.

4 NEGATIVE PLEDGE

So long as any Note of the relevant Series remains outstanding, the Issuer shall not create or permit to subsist any mortgage, charge, pledge, lien (other than any lien arising by operation of law) or other encumbrance or security interest over any or all of its present or future assets or revenues (i) to secure any Relevant Indebtedness issued by it or (ii) to secure any guarantee or indemnity given by it of any Relevant Indebtedness issued by others without (a) at the same time or prior thereto securing the Notes equally and rateably therewith or (b) providing such other security for the Notes as may be approved by a General Meeting of Holders of Notes of the relevant Series.

For the purposes of these Conditions:

"**Relevant Indebtedness**" means any payment obligation being borrowed money and subsisting under, or represented by any bonds, debentures or other form of debt securities capable of being listed, quoted or ordinarily dealt in on any stock exchange, over-the-counter market or securities market.

5 INTEREST

(a) Interest on Fixed Rate Notes

- (i) Each Fixed Rate Note bears interest on its nominal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) of Interest payable in arrear on the Fixed Interest Date(s) in each year and on the Maturity Date if that does not fall on a Fixed Interest Date. The first payment of interest will be made on the Fixed Interest Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not a Fixed Interest Date, will amount to the Initial Broken Amount. If the Maturity Date is not a Fixed Interest Date, interest from (and including) the preceding Fixed Interest Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.
- (ii) The amount of interest payable in respect of each Fixed Rate Note for any Fixed Rate Interest Period (as defined below) shall be specified in the Final Terms (the "**Fixed Coupon Amount**").

- (iii) The amount of interest payable in respect of each Fixed Rate Note payable in euro for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.
- (iv) If, in respect of a Fixed Rate Note which is not payable in euro, interest is required to be calculated for a period of other than a full year, such interest shall be calculated on the basis of a 360-calendar day year consisting of 12 months of 30 calendar days each and, in the case of an incomplete month, the number of calendar days elapsed or on such other Fixed Day Count Fraction as is specified in the relevant Final Terms.

"Fixed Day Count Fraction" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first calendar day of such period to but excluding the last) (the **"Calculation Period"**):

If **Actual-Actual (ICMA)** is specified hereon:

- (i) if such Calculation Period falls within a single Fixed Rate Interest Period, means the actual number of calendar days in such Calculation Period divided by the product of the number of calendar days in the Fixed Rate Interest Period in which it falls and the number of Fixed Rate Interest Periods in any year; and
- (ii) if such Calculation Period does not fall within a single Fixed Rate Interest Period, means the sum of (x) the actual number of calendar days in such Calculation Period falling in the Fixed Rate Interest Period in which it begins divided by the product of the actual number of calendar days in that Fixed Rate Interest Period and the number of Fixed Rate Interest Periods in any year and (y) the actual number of calendar days in such Calculation Period falling in the subsequent Fixed Rate Interest Period divided by the product of the actual number of calendar days in the subsequent Fixed Rate Interest Period and the number of Fixed Rate Interest Periods in any year.

If **Actual-360** is specified hereon, the actual number of calendar days in the Calculation Period divided by 360.

If **30-360** is specified hereon, the number of calendar days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first calendar day of the Calculation Period falls;

"Y₂" is the year, expressed as a number, in which the calendar day immediately following the last calendar day included in the Calculation Period falls;

"M₁" is the calendar month, expressed as a number, in which the first calendar day of the Calculation Period falls;

"M₂" is the calendar month, expressed as number, in which the calendar day immediately following the last calendar day included in the Calculation Period falls;

"D₁" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

"**D₂**" is the calendar day, expressed as a number, immediately following the last calendar day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30".

"**euro**" means the currency introduced at the start of the third stage of European economic and monetary union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended.

"**Fixed Rate Interest Period**" means the period from (and including) a Fixed Interest Date (or the Interest Commencement Date) to (but excluding) the next (or first) Fixed Interest Date.

"**Interest Commencement Date**" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms.

"**Sub-unit**" means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

"**Treaty**" means the Treaty on the Functioning of the European Union.

(b) **Interest on Floating Rate Notes**

(i) *Interest Payment Dates*

Each Floating Rate Note bears interest on its nominal amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Interest Payment Date(s) in each year specified in the relevant Final Terms; or
- (B) if no express Interest Payment Date(s) is/are specified in the relevant Final Terms, each date (each an "**Interest Payment Date**") which falls the number of months or other period specified as the Interest Period in the relevant Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression shall, unless specified in the relevant Final Terms in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date, each an "**Interest Period**").

If a business day convention is specified in the relevant Final Terms and (x) if there is no numerically corresponding calendar day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day then, if the business day convention specified is:

- (1) in any case where Interest Periods are specified in accordance with Condition 5(b)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last calendar day that is a Business Day in the relevant month and the provisions of (B) below of this subparagraph (1) shall apply *mutatis mutandis* or (ii) in the case of (y) above, shall be postponed to the next calendar day which is a Business Day unless it would thereby fall into the next calendar month, in which event (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Interest Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next calendar day which is a Business Day; or

- (3) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next calendar day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In addition, if (i) the Floating Rate Convention is specified in the relevant Final Terms, (ii) Interest Periods are specified in accordance with Condition 5(b)(i)(B) above and (iii) any Interest Payment Date falls on the last Business Day in any month, then each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Interest Period after the preceding applicable Interest Payment Date occurred.

In this Condition:

"Business Day" means a day which is both:

- (A) a calendar day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in Paris and any Business Centre specified in the relevant Final Terms; and
- (B) either (1) in relation to interest payable in a Specified Currency other than euro and Renminbi, a calendar day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (if other than Paris and any Business Centre) or (2) in relation to any sum payable in euro, a calendar day on which TARGET2 is operating; or (3) in relation to any sum payable in Renminbi, a calendar day on which commercial banks and foreign exchange markets settle payments in Renminbi in Hong Kong and in the relevant Business Centre(s) (if any).

"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system which utilises a single shared platform.

(ii) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the relevant Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (A), **"ISDA Rate"** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Fiscal Agent under an interest rate swap transaction if the Fiscal Agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. as amended from time to time (the **"ISDA Definitions"**) and under which:

- (1) the Floating Rate Option is as specified in the relevant Final Terms;
- (2) the Designated Maturity is a period specified in the relevant Final Terms; and

- (3) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on the London inter-bank offered rate ("**LIBOR**") or on the Euro-zone inter-bank offered rate ("**EURIBOR**") for a currency, the first calendar day of that Interest Period or (ii) in any other case, as specified in the relevant Final Terms.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**" and "**Reset Date**" have the meanings given to those terms in the ISDA Definitions; the definition of "**Banking Day**" in the ISDA Definitions shall be amended to insert the words "are open for" in the second line after the word "**general**"; and "**Euro-zone**" means the region comprised of member states of the European Union that adopt the euro.

When this sub-paragraph (A) applies, in respect of each relevant Interest Period the Fiscal Agent will be deemed to have discharged its obligations under Condition 5(b)(iv) in respect of the determination of the Rate of Interest if it has determined the Rate of Interest in respect of such Interest Period in the manner provided in this sub-paragraph (A). Investors should consult the Issuer should they require a copy of the ISDA Definitions.

(B) FBF Determination for Floating Rate Notes

Where FBF Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant FBF Rate plus or minus (as indicated in the relevant Final Terms) the Margin (if any). For the purposes of this sub-paragraph (B), "**FBF Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Transaction under the terms of an agreement incorporating the FBF Definitions and under which:

- (1) the Floating Rate is as specified in the relevant Final Terms, and
- (2) the relevant Floating Rate Determination Date (*Date de Détermination du Taux Variable*) is the first calendar day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (B), "**Floating Rate**" (*Taux Variable*), "**Calculation Agent**" (*Agent*), "**Floating Rate Determination Date**" (*Date de Détermination du Taux Variable*) and "**Transaction**" (*Transaction*) have the meanings given to those terms in the FBF Definitions, *provided that* Euribor means the rate calculated for deposits in euro which appears on Reuters Page EURIBOR01, as more fully described in the relevant Final Terms. "**FBF Definitions**" means the definitions set out in the 2007 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules (*Additifs Techniques*) as published by the *Fédération Bancaire Française* (together the "**FBF Master Agreement**"), unless otherwise specified in the relevant Final Terms. Investors should consult the Issuer should they require a copy of the FBF Definitions.

(C) Screen Rate Determination for Floating Rate Notes

- i. Where "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be either:
- 1) the offered quotation (if there is only one quotation on the Relevant Screen Page); or

- 2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (London time) in the case of LIBOR or 11.00 a.m. (Brussels time) in the case of EURIBOR on the Interest Determination Date in question, as determined by the Fiscal Agent, plus or minus (as indicated in the relevant Final Terms) the Margin (if any). If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Fiscal Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations. For the purposes of these Conditions, "**Reference Rate**" means the rate specified as such in the relevant Final Terms.

- ii. If, in the case of (C)(i)(1) above, such rate does not appear on that page or, in the case of (C)(i)(2) above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable but a Benchmark Event (as defined below) has not occurred, the Fiscal Agent will:
 - 1) request the principal financial centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - 2) determine the arithmetic mean of such quotations.
- iii. If fewer than two such quotations are provided as requested, the Fiscal Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Fiscal Agent) quoted by major banks in the principal financial centre of the Specified Currency, selected by the Fiscal Agent, at approximately 11.00 a.m. (local time in the principal financial centre of the Specified Currency) on the first calendar day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time. If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be calculated on the basis of the last Reference Rate available on the Relevant Screen Page, as determined by the Fiscal Agent, plus or minus (as indicated in the relevant Final Terms) the Margin (if any).
- iv. If the Reference Rate from time to time in respect of the Floating Rate Notes is specified as being other than LIBOR or EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the relevant Final Terms.
- v. For the purposes of this sub-paragraph (C), "**Reference Banks**" means four major banks selected by the Fiscal Agent in the market that are most closely connected with the Reference Rate, unless otherwise specified in the relevant Final Terms.

(D) Benchmark Event

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, this Condition 5(b)(ii)(D) will apply.

Notwithstanding paragraphs (C)(ii) and (C)(iii) above, if the Issuer (in consultation with the Calculation Agent) determines at any time prior to any Interest Determination Date

that a Benchmark Event has occurred, the Issuer will as soon as reasonably practicable (and in any event before the Business Day prior to the applicable Interest Determination Date) appoint an agent, which may be a leading bank or benchmark agent in the principal financial centre of the Specified Currency (the "**Reference Rate Determination Agent**"), which will determine whether a successor or alternative reference rate, which is substantially comparable to the relevant Reference Rate and is an industry accepted successor rate, is available for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after the date of such determination (the "**Replacement Reference Rate**"). If the Reference Rate Determination Agent determines that there is a Replacement Reference Rate, the Reference Rate Determination Agent will notify the Calculation Agent of the Replacement Reference Rate to be used by the Calculation Agent to determine the Rate of Interest.

If the Reference Rate Determination Agent has determined a Replacement Reference Rate, then for the purpose of determining the Reference Rate on each Interest Determination Date falling on or after such determination:

- i. the Reference Rate Determination Agent will also determine the changes (if any) required to the applicable Business Day Convention, the definition of Business Day, the Interest Determination Date, the Day Count Fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the relevant Reference Rate and any necessary adjustment to the spread in order to limit any increase or decrease in the yield of the Notes resulting from the application of the Replacement Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- ii. references to the Reference Rate in these Conditions will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above;
- iii. the Reference Rate Determination Agent will notify the Issuer of such Replacement Reference Rate and the details described in (i) above, as soon as reasonably practicable; and
- iv. the Issuer will give notice to the Noteholders in accordance with Condition 12 (*Notices*) of the Replacement Reference Rate, and of the details described in (i) above as soon as reasonably practicable but in any event no later than 5:00 p.m. (London time) on the Business Day prior to the applicable Interest Determination Date.

The determination of the Replacement Reference Rate and the other matters referred to above by the Reference Rate Determination Agent will (in the absence of manifest error) be final and binding on the Issuer, the Calculation Agent and the Noteholders, unless the Reference Rate Determination Agent determines at a later date that the Replacement Reference Rate is no longer substantially comparable to the Reference Rate or does not constitute an industry accepted successor or alternative reference rate, in which case the Issuer shall appoint or re-appoint a Reference Rate Determination Agent (which may or may not be the same entity as the original Reference Rate Determination Agent) for the purpose of confirming the Replacement Reference Rate or determining a substitute Replacement Reference Rate in an identical manner as described above. If the Reference Rate Determination Agent is unable to or otherwise does not determine a substitute Replacement Reference Rate, then the Replacement Reference Rate will remain unchanged.

If a Reference Rate Determination Agent is appointed by the Issuer and such Reference Rate Determination Agent determines that a Benchmark Event has occurred but for any

reason a Replacement Reference Rate has not been determined, the Issuer may decide that no Replacement Reference Rate or any other successor or alternative reference rate will be adopted and the Reference Rate for the relevant Interest Period in such case will be equal to the last relevant Reference Rate available on the Relevant Screen Page as determined by the Calculation Agent (in consultation with the Issuer).

For the purposes of these Conditions, "**Benchmark Event**" means:

- (i) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the relevant Reference Rate (or by the supervisor of the administrator of such Reference Rate) that (in circumstances where no successor administrator has been or will be appointed that will continue publication of such Reference Rate), the administrator has ceased publishing such Reference Rate permanently or indefinitely or that it will cease to do so by a specified future date (the "**Specified Future Date**"); or
- (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will, by a specified future date (the "**Specified Future Date**"), be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the relevant Reference Rate that means that such Reference Rate will, by a specified future date (the "**Specified Future Date**"), be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (v) a public statement by the supervisor of the administrator of the relevant Reference Rate (as applicable) that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market; or
- (vi) it has or will, by a specified date within the following six months, become unlawful for the Calculation Agent to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable).

Notwithstanding the sub-paragraphs above, where the relevant Benchmark Event is a public statement within sub-paragraphs (ii), (iii) or (iv) above and the Specified Future Date in the public statement is more than six months after the date of that public statement, the Benchmark Event shall not be deemed to occur until the date falling six months prior to such Specified Future Date.

(iii) *Minimum and/or Maximum Interest Rate*

If the relevant Final Terms specify a Minimum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is less than such Minimum Interest Rate, the Rate of Interest for such Interest Period shall be such Minimum Interest Rate. If the relevant Final Terms specify a Maximum Interest Rate for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (ii) above is greater than such Maximum Interest Rate, the Rate of Interest for such Interest Period shall be such Maximum Interest Rate. The Minimum Interest Rate shall not be less than zero.

(iv) *Determination of Rate of Interest and Calculation of Interest Amounts*

The Fiscal Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Fiscal Agent will calculate the amount of interest (the "**Interest Amount**") payable on the Floating Rate Notes in respect of the Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest for any Interest Period:

- (1) if "**Actual-Actual**" or "**Actual-365 (FBF)**" is specified in the relevant Final Terms, the actual number of calendar days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (A) the actual number of calendar days in that portion of the Interest Period falling in a leap year divided by 366 and (B) the actual number of calendar days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (2) if "**Actual-365 (Fixed)**" is specified in the relevant Final Terms, the actual number of calendar days in the Interest Period divided by 365;
- (3) if "**Actual-Actual (FBF)**" is specified in the relevant Final Terms, the fraction whose numerator is the actual number of calendar days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Interest Period). If the Interest Period is of a duration of more than one (1) year, the basis shall be calculated as follows:
 - (x) the number of complete years shall be counted back from the last calendar day of the Interest Period; and
 - (y) this number shall be increased by the fraction for the relevant period calculated as set out in the first paragraph of this definition;
- (4) if "**Actual-360**" is specified in the relevant Final Terms, the actual number of calendar days in the Interest Period divided by 360;
- (5) if "**30-360**", "**360-360**" or "**Bond Basis**" is specified in the relevant Final Terms, the number of calendar days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"**Y₁**" is the year, expressed as a number, in which the first calendar day of the Interest Period falls;

"**Y₂**" is the year, expressed as a number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"**M₁**" is the calendar month, expressed as a number, in which the first calendar day of the Interest Period falls;

"**M₂**" is the calendar month, expressed as number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last calendar day included in the Interest Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (6) if "**30E/360**" or "**Eurobond Basis**" is specified in the relevant Final Terms, the number of calendar days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first calendar day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first calendar day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last calendar day included in the Interest Period, unless such number would be 31, in which case D₂ will be 30;

- (7) if "**30E/360 (FBF)**" is specified in the relevant Final Terms, in respect of each Interest Period, the fraction whose denominator is 360 and whose numerator is the number of calendar days elapsed during such period, calculated on the basis of a year comprising 12 months of 30 days, subject to the following the exception:

if the last calendar day of the Interest Period is the last calendar day of the month of February, the number of calendar days elapsed during such month shall be the actual number of days,

where:

D1 (dd1, mm1, yy1) is the date of the beginning of the period

D2 (dd2, mm2, yy2) is the date of the end of the period

the fraction is:

$$\frac{1}{360} \times [(yy2 - yy1) \times 360 + (mm2 - mm1) \times 30 + \text{Min}(dd2, 30) - \text{Min}(dd1, 30)]$$

- (8) if "**30E/360 (ISDA)**" is specified in the relevant Final Terms, the number of calendar days in the Interest Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

"Y₁" is the year, expressed as a number, in which the first calendar day of the Interest Period falls;

"Y₂" is the year, expressed as a number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"M₁" is the calendar month, expressed as a number, in which the first calendar day of the Interest Period falls;

"M₂" is the calendar month, expressed as a number, in which the calendar day immediately following the last calendar day included in the Interest Period falls;

"D₁" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last calendar day of February or (ii) such number would be 31, in which case D₁ will be 30; and

"D₂" is the calendar day, expressed as a number, immediately following the last calendar day included in the Interest Period, unless (i) that day is the last calendar day of February but not the Maturity Date (as specified in the relevant Final Terms) or (ii) such number would be 31, in which case D₂ will be 30,

provided, however, that in each such case, the number of calendar days in the Interest Period is calculated from and including the first calendar day of the Interest Period to but excluding the last calendar day of the Interest Period.

(v) *Notification of Rate of Interest and Interest Amounts*

The Fiscal Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed and notice thereof to be published in accordance with Condition 12 (*Notices*) as soon as possible after their determination but in no event later than the fourth Paris Business Day (as defined in Condition 5(b)(i)) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the Issuer, each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to Holders of Notes in accordance with Condition 12 (*Notices*).

(vi) *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 5(b), whether by the Fiscal Agent or, if applicable, the Calculation Agent, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Fiscal Agent, the Calculation Agent (if applicable), the other Paying Agents and all Holders of Notes and Coupons and (in the absence as aforesaid) no liability to the Issuer, the Holders of Notes and the Coupons shall attach to the Fiscal Agent or the Calculation Agent (if applicable) in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(vii) *Linear Interpolation*

If Linear Interpolation is specified as applicable in respect of an Interest Period in the relevant Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Fiscal Agent by straight-line linear interpolation by reference to two rates which appear on the Relevant Screen Page as of 11.00 a.m. (London time) in the case of LIBOR or 11.00 a.m. (Brussels time) in the case of EURIBOR on the relevant Interest Determination Date, where:

(A) one rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next shorter than the length of the relevant Interest Period; and

(B) the other rate shall be determined as if the relevant Interest Period were the period of time for which rates are available next longer than the length of the relevant Interest Period;

provided, however, that if no rate is available for a period of time next shorter or, as the case may be, next longer than the length of the relevant Interest Period, then the Fiscal Agent shall determine such rate at such time and by reference to such sources as it determines appropriate.

(c) **Accrual of Interest**

Each Note (or in the case of the redemption of part only of a Note that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) five calendar days after the date on which the full amount of the moneys payable has been received by the Fiscal Agent and notice to that effect has been given in accordance with Condition 12 (*Notices*).

(d) **CNY Notes**

Notwithstanding the foregoing, each CNY Note which is a Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which case it shall be brought forward to the immediately preceding Business Day. Interest will be payable in arrear on each Interest Payment Date. The Calculation Agent will, as soon as practicable after 11.00 a.m. (Hong Kong time) on each Interest Determination Date, calculate the amount of interest payable per Specified Denomination for the relevant Interest Period. The determination of the amount of interest payable per Specified Denomination by the Calculation Agent shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties. The Calculation Agent will cause the amount of interest payable per Specified Denomination for each Interest Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Noteholders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Specified Denomination and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10 (*Events of Default and Repayment Events*), the accrued interest per Specified Denomination shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this provision but no publication of the amount of interest payable per Specified Denomination so calculated need be made. Unless otherwise agreed in the relevant Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to the Specified Denomination, multiplying such product by the actual number of calendar days in the relevant Interest Period or, as applicable, other period concerned and dividing it by 365, and rounding the resultant figure to the nearest Renminbi sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

(e) **Fixed to Floating Rate Notes**

Each Fixed to Floating Rate Note bears interest at a rate (i) that the Issuer may decide to convert at the date specified in the relevant Final Terms from a Fixed Rate to a Floating Rate or (ii) which shall be

automatically converted from a Fixed Rate to a Floating Rate at the date specified in the relevant Final Terms.

6 PAYMENTS

(a) Dematerialised Notes

Payments of principal and interest in respect of Dematerialised Notes shall (in the case of Dematerialised Notes in bearer dematerialised form or administered registered form) be made by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the Noteholders and, (in the case of Dematerialised Notes in fully registered form), to an account denominated in the relevant currency with a Bank (as defined below) designated by the Noteholders. Any payment validly made to any such Account Holders, or to any such Bank (as defined below) designated by any Noteholder, will be an effective discharge of the Issuer in respect of such payment.

(b) Materialised Notes

Payments of principal and interest in respect of Materialised Notes shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the relevant Materialised Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(f)(v)) or Coupons (in the case of interest, save as specified in Condition 6(f)(v)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the Noteholder, by transfer to an account denominated in such currency with, a Bank (as defined below).

"Bank" means a bank in the principal financial centre of the country for such Specified Currency or, in the case of euro, in a city in which banks have access to the TARGET 2 System.

(c) Payments in the United States

Notwithstanding the foregoing, if any Materialised Notes are denominated in U.S. Dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments subject to Fiscal Laws

Payments will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*). References to "Specified Currency" will include any successor currency under applicable law.

(e) Appointment of Agents

The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed by the Issuer and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Consolidation Agent and the Registration Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each such case, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Consolidation Agent and the Registration Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, *provided that* the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (iv) a Paying Agent having its specified offices in at least one major European city, including in the case of Notes admitted to trading on a Regulated Market and so long as the rules of, or applicable to, the relevant Regulated

Market so require, in such other city where the Notes are admitted to trading, (v) in the case of Dematerialised Notes in fully registered form, a Registration Agent and (vi) such other agents as may be required by any other Regulated Market on which the Notes may be admitted to trading.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Notes denominated in U.S. Dollars in the circumstances described in paragraph (c) above.

On a redenomination of the Notes of any Series pursuant to Condition 16 (*Redenomination, Renominalisation and Reconventioning*) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 15 (*Further Issues and Consolidation*), the Issuer shall ensure that the same entity shall be appointed as both Redenomination Agent and Consolidation Agent in respect of both such Notes and such other Series of Notes to be so consolidated with such Notes.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders in accordance with Condition 12 (*Notices*).

(f) **Unmatured Coupons and unexchanged Talons**

- (i) Unless Materialised Notes provide that the relative Coupons are to become void upon the due date for redemption of those Notes, Materialised Notes should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (together, where applicable, with the amount of any accrued interest corresponding to such Coupon) (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon (together, where applicable, with the amount of any accrued interest corresponding to such Coupon) that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Face Amount, Early Redemption Amount or Optional Redemption Amount (each as defined below), as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9 (*Prescription*)).
- (ii) If Materialised Notes so provide, upon the due date for redemption of any such Materialised Note, unexpired Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Materialised Note, any unexpired Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Where any Materialised Note that provides that the relative unexpired Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unexpired Coupons, and where any Materialised Note is presented for redemption without any unexpired Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (v) If the due date for redemption of any Materialised Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, (including, for the avoidance of doubt, any accrued interest if applicable) shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Note. Interest accrued on a Materialised Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Notes.

(g) **Talons**

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Materialised Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further

Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9 (*Prescription*)).

(h) **Payment Day**

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the Holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day in the relevant place and shall not be entitled to any interest or other payment in respect of such delay. In this Condition, "**Payment Day**" means any calendar day which is:

- (i) in the case of Dematerialised Notes, on which Euroclear France is open for business, or in the case of Materialised Notes, on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as "**Financial Centres**" in the relevant Final Terms; and
- (ii) a Business Day (as defined in Condition 5(b)(i)).

(i) **Alternative Payment in U.S. Dollars**

If Inconvertibility, Non-transferability or Illiquidity (each as defined below) occurs, the Issuer, on giving not less than five nor more than 30 calendar days irrevocable notice in accordance with Condition 12 (*Notices*) to the Noteholders prior to the due date for payment, shall be entitled to satisfy its obligations in respect of such payment by making such payment in U.S. dollars on the basis of the Spot Rate on the second FX Business Day prior to such payment or, if such rate is not available on such second FX Business Day, on the basis of the rate most recently available prior to such second FX Business Day.

Any payment made under such circumstances in U.S. dollars will constitute valid payment, and will not constitute a default in respect of the Notes.

"**FX Business Day**" shall mean a calendar day (other than a Saturday, Sunday or public holiday) on which commercial banks and foreign exchange markets settle payments in U.S. dollars in Hong Kong and New York.

"**Governmental Authority**" means any *de facto* or *de jure* government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong.

"**Illiquidity**" means the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest and principal (in whole or in part) in respect of the CNY Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two CNY Dealers.

"**Inconvertibility**" means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the CNY Notes in the general Renminbi exchange market in Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective on or after the issue date of such CNY Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

"**Non-transferability**" means the occurrence of any event that makes it impossible for the Issuer to deliver Renminbi between accounts inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation becomes effective on or after the issue date of the relevant CNY Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

"**CNY Dealer**" means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong.

"**Spot Rate**" means the spot U.S. dollar/CNY exchange rate for the purchase of U.S. dollars with CNY in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Business Days, as determined by the Calculation Agent at or around 11.00 a.m. (Hong Kong time) on the date of determination, on a deliverable basis by reference to the most recently available U.S. dollar/CNY official fixing rate for settlement in two FX Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuters Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

The Calculation Agent will not be responsible or liable to the Issuer or any holder of the Notes for any determination of any Spot Rate determined in accordance with this provision in the absence of its own gross negligence, bad faith or wilful misconduct.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 6 (*Payments*) by the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and all Noteholders.

(j) **Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, or designate, as applicable:

- (i) any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*);
- (ii) the amount of principal payable in respect of the Notes which are redeemed on the Maturity Date ("**Final Redemption Amount**");
- (iii) the amount of principal payable in respect of the Notes which are redeemed early for tax reasons ("**Early Redemption Amount**");
- (iv) the amount of principal payable in respect of the Notes which are redeemed early at the option of the Issuer and/or the Noteholders ("**Optional Redemption Amount(s)**", if applicable);
- (v) in relation to Zero Coupon Notes, the Amortised Face Amount; and
- (vi) any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

7 REDEMPTION AND PURCHASE

(a) **Redemption at Maturity**

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its principal amount in the relevant Specified Currency on the Maturity Date.

(b) **Redemption for Tax Reasons**

The Notes of any Series may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than 30 nor more than 60 calendar days' notice to the Fiscal Agent and, in accordance with Condition 12 (*Notices*), the Holders (which notice shall be irrevocable), if:

- (i) on the occasion of the next payment due under the Notes the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Republic of France or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations (including the cessation of tax

exemptions presently applicable), which change or amendment becomes effective on or after the Issue Date of the first Tranche of the Notes; and

- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 calendar days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Fiscal Agent a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion, of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

In addition, if the Issuer would on the occasion of the next payment due under the Notes be prevented by French law from making payment to the Noteholders of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained above, then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall forthwith redeem all, but not some only, of the Notes then outstanding, upon giving not less than 30 nor more than 60 calendar days' irrevocable notice to the Noteholders, *provided that* the due date for redemption of which notice hereunder shall be given, shall be the latest practicable date on which the Issuer could make payment without withholding for French taxes, or if such date has passed, as soon as practicable thereafter.

Notes redeemed pursuant to this Condition 7(b) will be redeemed at their Early Redemption Amount referred to in paragraph (g) below together (if appropriate) with interest accrued to (but excluding) the date of redemption notified by the Issuer. No further interest shall accrue on the Notes following such date of redemption.

(c) **Redemption at the Option of the Issuer (Call Option)**

If the Issuer is specified in the relevant Final Terms as having an option to redeem, the Issuer shall, having given:

- (i) not less than 15 nor more than 30 calendar days' notice to the Holders in accordance with Condition 12 (*Notices*); and
- (ii) not less than 15 calendar days before the giving of the notice referred to in (i), notice to the Fiscal Agent,

(which notices shall be irrevocable), redeem all or some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in the relevant Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

In the case of a partial redemption or a partial exercise of an Issuer's option in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the number of the Definitive Materialised Notes to be redeemed or in respect of which such option has been exercised, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and Regulated Market requirements.

In the case of a partial redemption of or a partial exercise of an Issuer's option in respect of Dematerialised Notes, the redemption shall be effected by reducing the nominal amount of all such Dematerialised Notes in a Series in proportion to the aggregate nominal amount redeemed, subject to compliance with any other applicable laws and Regulated Market requirements.

So long as the Notes are listed and admitted to trading on any Regulated Market and the rules of that Regulated Market so require, the Issuer shall, each time there has been a partial redemption of the Notes, cause to be published, in accordance with Condition 12 (*Notices*), a notice specifying the aggregate nominal

amount of Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Notes drawn for redemption but not surrendered.

(d) **Residual Maturity Call Option:**

If a Residual Maturity Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 12 (*Notices*) to the Noteholders redeem all (but not some only) of the Notes, at par together with interest accrued to, but excluding, the date fixed for redemption, at any time as from (a) the Call Option Date specified in the relevant Final Terms, which shall be no earlier than (i) three months before the Maturity Date in respect of Notes having a maturity of not more than 10 years or (ii) six months before the Maturity Date in respect of Notes having a maturity of more than 10 years, until (b) the Maturity Date.

For the purpose of the preceding paragraph, the maturity of not more than 10 years or the maturity of more than ten (10) years shall be determined as from the Issue Date of the first Tranche of the relevant Series of Notes.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

(e) **Clean-up Call Option**

If the Issuer is specified in the Final Terms as having a clean-up call option, the Issuer may, having given not less than 15 nor more than 30 calendar days' notice to the Holders of the Notes in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the Notes of any Series for the time being outstanding, if, immediately prior to the date that such notice is given, 20 per cent. or less of the aggregate nominal amount originally issued of the Notes of such Series remain outstanding, provided that those Notes that are no longer outstanding have not been redeemed (and subsequently cancelled) by the Issuer pursuant to Condition 7(c) (*Redemption at the Option of the Issuer (Call Option)*) or Condition 7(g) (*Make-whole Redemption by the Issuer*). Any such redemption shall be at par together, if appropriate, with any interest accrued to the date fixed for redemption.

(f) **Redemption of the Notes at the Option of the Holders (Put Option)**

If the Holders of Notes are specified in the relevant Final Terms as having an option to redeem, upon the Holder of any Note giving to the Issuer in accordance with Condition 12 (*Notices*) not less than 15 nor more than 30 calendar days' notice or such other period of notice as is specified in the relevant Final Terms the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the relevant Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in the relevant Final Terms together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date. If the Holders of Notes are not specified in the relevant Final Terms as having an option to redeem then the Holders of Notes shall not have any option to redeem such Notes as described in this sub-paragraph (f).

To exercise the right to require redemption of a Note the Holder of such Note must deliver a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a "**Put Notice**"), at any time within the notice period during normal business hours of such Paying Agent. In the Put Notice the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition. Such notice shall, in the case of Materialised Notes, have attached to it such Note (together with all unmatured Coupons and unexchanged Talons). In the case of Dematerialised Notes, the Noteholder shall transfer, or cause to be transferred, the Dematerialised Notes to be redeemed to the account of the Paying Agent specified in the Put Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn without the prior consent of the Issuer.

(g) **Make-whole Redemption by the Issuer**

Unless specified as not being applicable in the relevant Final Terms, the Issuer may, having given:

- (i) not less than 15 nor more than 30 calendar days' notice to the Noteholders in accordance with Condition 12 (*Notices*); and
- (ii) not less than 15 calendar days before the giving of notice referred to in (i) above, notice to the Fiscal Agent, the Quotation Agent and such other parties as may be specified in the Final Terms,

(which notices shall be irrevocable and shall specify the date fixed for redemption (each such date, a "**Make-whole Redemption Date**") redeem, in whole or in part, the Notes then outstanding at any time prior to their Maturity Date at their relevant Make-whole Redemption Amount.

"**Calculation Date**" means the third Business Day (as defined in Condition 5(b)(i)) prior to the Make-whole Redemption Date.

"**Make-whole Redemption Amount**" means the sum of:

- (i) the greater of (x) the Final Redemption Amount of the Notes so redeemed and (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes up to and including the Maturity Date (excluding any interest accruing on the Notes to, but excluding, the relevant Make-whole Redemption Date) discounted to the relevant Make-whole Redemption Date on either an annual or a semi-annual basis (as specified in the relevant Final Terms) at the Make-whole Redemption Rate plus a Make-whole Redemption Margin; and
- (ii) any interest accrued but not paid on the Notes to, but excluding, the Make-whole Redemption Date,

as determined by the Quotation Agent and as notified on the Calculation Date by the Quotation Agent to the Issuer, the Fiscal Agent and such other parties as may be specified in the Final Terms.

If a Residual Maturity Call Option (set out in Condition 7(d)) is specified in the relevant Final Terms and if the Issuer decides to redeem the Notes pursuant to the Make-Whole Redemption before the Call Option Date (as specified in the relevant Final Terms), the Make-whole Redemption Amount will be calculated taking into account the Call Option Date pursuant to Condition 7(d) and not the Maturity Date.

"**Make-whole Redemption Margin**" means the margin specified as such in the relevant Final Terms.

"**Make-whole Redemption Rate**" means the average of the four quotations given by the Reference Dealers of the mid-market yield to maturity of the Reference Security on the third Business Day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time ("**CET**")) ("**Reference Dealer Quotation**").

"**Quotation Agent**" means any Dealer or any other international credit institution or financial services institution appointed by the Issuer for the purpose of determining the Make-whole Redemption Amount, in each case as such Quotation Agent is identified in the relevant Final Terms.

"**Reference Dealers**" means each of the four banks, as specified in the relevant Final Terms, selected by the Quotation Agent, which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

"**Reference Screen Rate**" means the screen rate specified as such in the relevant Final Terms.

"**Reference Security**" means the security specified as such in the relevant Final Terms. If a Reference Security is no longer outstanding, a Similar Security will be chosen by the Quotation Agent at 11:00 a.m. (CET) on the third Business Day preceding the Make-whole Redemption Date, quoted in writing by the Quotation Agent to the Issuer and published in accordance with Condition 12 (*Notices*).

"**Similar Security**" means a reference bond or reference bonds issued by the same issuer as the Reference Security having actual or interpolated maturity comparable with the remaining term of the Notes that would

be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes.

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Quotation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In the case of a partial redemption of Notes, the relevant provisions of Condition 7(c) shall apply mutatis mutandis to this Condition 7(g).

(h) **Early Redemption Amounts**

For the purpose of paragraph (b) above, the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (i) in the case of Notes other than Zero Coupon Notes with a Final Redemption Amount at their principal amount;
- (ii) in the case of Zero Coupon Notes, at an amount (the "**Amortised Face Amount**") equal to the sum of:
 - (A) the Reference Price; and
 - (B) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made (i) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360-calendar day year consisting of 12 months of 30 calendar days each and, in the case of an incomplete month, the number of calendar days elapsed; and (ii) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of calendar days elapsed divided by 365 (or, if any of the calendar days elapsed falls in a leap year, the sum of (x) the number of those calendar days falling in a leap year divided by 366 and (y) the number of those calendar days falling in a non-leap year divided by 365) or (in either case) on such other calculation basis as may be specified in the relevant Final Terms.

"**Accrual Yield**" means the accrual yield specified in the relevant Final Terms; and

"**Reference Price**" means the reference price specified in the relevant Final Terms.

(i) **Purchases**

The Issuer may at any time purchase Notes at any price in the open market or otherwise. Such Notes may be surrendered to any Paying Agent for cancellation or, unless otherwise specified in the Final Terms, held in custody by or on behalf of the Issuer and/or sold, resold or otherwise disposed of by the Issuer in accordance and within the limits set by Articles L.213-0-1 and D.213-0-1 of the French *Code monétaire et financier* as amended from time to time.

(j) **Cancellation**

All Notes redeemed or purchased for cancellation by or on behalf of the Issuer will be cancelled, in the case of Dematerialised Notes, together with all rights relating to payment of interest and other amounts relating to such Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Notes, together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith, by surrendering to the Fiscal Agent the Temporary Global Certificate and the Definitive Materialised Notes in question together with all unmatured Coupons and all unexchanged Talons. Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be re-issued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

(k) **Late payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph (a), (b), (c), (d) or (e) above or upon its becoming due and repayable as provided in Condition 10 (*Events of Default and Repayment Events*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (f)(ii) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) the date on which the full amount of the moneys payable has been received by the Fiscal Agent and notice to that effect has been given to the Holders in accordance with Condition 12 (*Notices*).

(l) **Obligation to redeem**

Upon the expiry of any notice as is referred to in paragraph (b), (c), (d), (e), (f) or (g) above, the Issuer shall be bound to redeem the Notes to which the notice referred at the relevant redemption price applicable at the date of such redemption together with, if appropriate, interest accrued to (but excluding) the relevant redemption date.

8 TAXATION

All payments of principal and interest in respect of the Notes and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of the Republic of France or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will, to the fullest extent then permitted by law, pay such additional amounts as shall be necessary in order that the net amounts received by the Holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note or Coupon:

- (i) presented for payment by or on behalf of a Holder of a Note or Coupon who is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with the Republic of France other than the mere holding of such Note or Coupon; or
- (ii) in the case of Definitive Materialised Notes, more than 30 calendar days after the Relevant Date (as defined below) except to the extent that the Holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day; or
- (iii) in respect of Definitive Materialised Notes presented for payment by or on behalf of a Holder who would be able to avoid such withholding or deduction by presenting the relevant Note or Coupon to another Paying Agent in a Member State of the EU.

As used herein, the "**Relevant Date**" means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Fiscal Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Holders in accordance with Condition 12 (*Notices*).

If the Issuer becomes subject at any time to any taxing jurisdiction other than the Republic of France, references in these Conditions to the Republic of France shall be construed as references to the Republic of France and/or such other jurisdiction.

The Issuer shall be permitted to withhold or deduct any amounts required by the rules of U.S. Internal Revenue Code Sections 1471 through 1474 (or any amended or successor provisions), pursuant to any inter-governmental agreement, or implementing legislation adopted by another jurisdiction in connection with these provisions, or pursuant to any agreement with the U.S. Internal Revenue Service ("**FATCA withholding**") as a result of the Holder, beneficial owner or an intermediary (that is not an agent of the Issuer) not being entitled to receive payments free of

FATCA withholding. The Issuer shall not be liable for, or otherwise obliged to pay, any FATCA withholding deducted or withheld by the Issuer, any paying agent or any other party.

9 PRESCRIPTION

Claims against the Issuer for payment in respect of the Notes and Coupons (which for this purpose shall not include Talons) shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the appropriate Relevant Date in respect of them.

10 EVENTS OF DEFAULT AND REPAYMENT EVENTS

The Representative (as defined in Condition 13 (*Meetings of Holders and Waivers*)), upon request of any Noteholder, may, upon written notice to the Issuer and the Fiscal Agent given before all defaults shall have been cured, cause all the Notes (but not some only) held by such Noteholder to become immediately due and payable at their principal amount, together with any accrued interest thereon (including, where applicable, any accrued interest), as of the date on which such notice for payment is received by the Issuer and the Fiscal Agent without further formality, if one or more of the following events (each an "**Event of Default**") shall have occurred and is continuing:

- (a) any amount in respect of the Notes shall not be paid on its due date, and such default shall not be remedied within a period of 30 calendar days from and including such date in the case of interest and within a period of 15 calendar days from and including such date in the case of principal unless in any such event the amount due is not paid due to circumstances affecting the making or clearing of the payment which are outside the control of the Issuer, in which case such event shall not constitute an Event of Default so long as such circumstances continue in existence; or
- (b) any other obligation relating to the Notes shall not be fulfilled within a period of 30 calendar days from and excluding the date of receipt by the Issuer or the Fiscal Agent of a written notification requiring the same to be remedied which shall have been given, by any Holder of a Note or Coupon; or
- (c) (i) any borrowed money of the Issuer or of any Principal Subsidiary becomes due and repayable prematurely by reason of a default in relation thereto and is not repaid prior to expiry of any applicable grace period or (ii) any such borrowed money is not paid at maturity as extended by any applicable grace period or (iii) any guarantee or indemnity in respect of any borrowed money of a third party given by the Issuer or any Principal Subsidiary is not honoured when due and called upon or within any applicable grace period, unless the Issuer or such Principal Subsidiary, as the case may be, has disputed in good faith that any such borrowed money is due or payable or that any such guarantee or indemnity is callable, and such dispute has been submitted to a competent court, in which case such event shall not constitute an Event of Default hereunder so long as the dispute shall not have been finally adjudicated and *provided that* in the case of (i), (ii) or (iii) of this Condition 10(c), such borrowed money of the Issuer or such Principal Subsidiary, or the amount of the failure to pay by the Issuer or the relevant Principal Subsidiary under such guarantee or indemnity given in respect of such third party borrowed money, is in an aggregate nominal amount of at least €300,000,000 (or its equivalent in any other currency), unless in any such event the amount due is not paid due to circumstances affecting the making or clearing of the payment which are outside the control of the Issuer or the Principal Subsidiary, as the case may be, in which case such event shall not constitute an Event of Default so long as such circumstances continue in existence; or
- (d) the Issuer or any Principal Subsidiary makes any proposal for a general moratorium in relation to its debts or ceases its payments (including, without limitation, a *cessation des paiements* under French law) or a judgment is issued for the judicial liquidation (including, without limitation, a *liquidation judiciaire* under French law) or for a transfer of the whole of the business (including, without limitation, a *cession totale de l'entreprise* under French law) of the Issuer or of any Principal Subsidiary or anything equivalent to such a proposal, settlement or transfer occurs with respect to the Issuer or any Principal Subsidiary or if the Issuer or any Principal Subsidiary makes a conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors; or
- (e) an order is made by any competent authority or an effective resolution is passed for the winding up, liquidation or dissolution of any of the Issuer's Principal Subsidiaries (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *fusion-absorption* or any *apport partiel d'actifs* under French law)) or an order is

made by any competent authority or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation, merger, consolidation, or restructuring or other similar arrangement whilst solvent (including, without limitation, any *fusion-absorption* or any *apport partiel d'actifs* under French law) where the entity resulting from or surviving following such amalgamation, reorganisation, merger, consolidation or restructuring or similar arrangement, assumes or owes the obligations resulting from the Notes).

For the purposes of this Condition 10 (*Events of Default and Repayment Events*):

- (i) a "**Principal Subsidiary**" means any company or other entity the accounts of which are consolidated with those of the Issuer and which, together with its own Subsidiaries, accounts for at least 15 per cent. of the net consolidated annual sales of the Issuer as disclosed from time to time in the Issuer's latest consolidated annual financial statements;
- (ii) a "**Subsidiary**" means, in respect of any entity (the "**First Entity**") at any particular time, any other entity:
 - (a) whose affairs and policies the First Entity controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of such other entity or otherwise; or
 - (b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles or standards, consolidated with those of the First Entity.

11 REPLACEMENT OF NOTES, COUPONS AND TALONS

If, in the case of any Materialised Notes, a Definitive Materialised Note, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and Regulated Market regulations, at the specified office of the Fiscal Agent or such other Paying Agent as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, inter alia, that if the allegedly lost, stolen or destroyed Definitive Materialised Note, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Definitive Materialised Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Notes, Coupons or Talons must be surrendered before replacements will be issued.

12 NOTICES

- (a) Notices to the holders of Dematerialised Notes in registered form (*au nominatif*) shall be valid if either (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been given on the fourth weekday (being a calendar day other than a Saturday or a Sunday) after the mailing, or (ii) at the option of the Issuer, they are published (a) in a leading daily newspaper with general circulation in Europe (which is expected to be the *Financial Times*) or (b) so long as such Notes are admitted to trading on Euronext Paris, through an *avis* issued by Euronext Paris and, if the rules of Euronext Paris so require, in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) and, so long as such Notes are admitted to trading on any other Regulated Market and the rules of, or applicable to, such Regulated Market so require, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are admitted to trading is located.
- (b) Notices to the holders of Materialised Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published (i) in a daily leading newspaper with general circulation in Europe (which is expected to be the *Financial Times*) or (ii) so long as such Notes are admitted to trading on Euronext Paris, through an *avis* issued by Euronext Paris and, if the rules of Euronext Paris so require, in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) and so long as such Notes are admitted to trading on any other Regulated Market, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are admitted to trading is located.
- (c) If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe.

- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication as required by Conditions 12 (a), (b) and (c) above; except that (i) as long as such Notes are admitted to trading on Euronext Paris, notices shall be published through an *avis* issued by Euronext Paris, and if the rules of Euronext Paris so require, in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*), (ii) as long as the Notes are admitted to trading on any Regulated Market and the rules of, or applicable to, such Regulated Market so require, notices shall be published in a leading daily newspaper of general circulation in the city where the Regulated Market on which such Notes are admitted to trading is located, and (iii) notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 13 (*Meetings of Holders and Waivers*) shall also be published in a leading newspaper of general circulation in Europe.
- (e) Any notice published pursuant to this Condition 12 (*Notices*) shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.
- (f) Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Notes in accordance with this Condition.

13 MEETINGS OF HOLDERS AND WAIVERS

(a) Representation of Noteholders

The Noteholders will, in respect of all Tranches of the relevant Series, be grouped automatically for the defence of their common interests in a masse (the "**Masse**") which will be governed by the provisions of articles L.228-46 *et seq.* of the French *Code de commerce* as amended by this Condition 13.

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which may accrue with respect to the Notes, without prejudice to the rights that Noteholders may exercise individually in accordance with, and subject to, the provisions of the terms and conditions of the Notes.

(b) Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the "**Representative**") and in part through collective decisions of the Noteholders (the "**Collective Decisions**").

(c) Representative

The names and addresses of the Representative and its alternate (if any), will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all subsequent Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms. No additional remuneration is payable in relation to any subsequent Tranche of any given Series.

In the event of death, liquidation, retirement, resignation or revocation of appointment of the Representative, such Representative will be replaced by its alternate, if any. Another Representative may be appointed.

All interested parties will at all times have the right to obtain the names and addresses of the Representative and the alternate Representative (if any) at the head office of the Issuer.

(d) Powers of Representative

The Representative shall (in the absence of any Collective Decision to the contrary) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders, with the capacity to delegate its powers.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

(e) **Collective Decisions**

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**"), or (ii) by the consent of one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Resolution**").

In accordance with Article R.228-71 of the French Code de commerce, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 12 (*Notices*).

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series

(f) **General Meeting**

A General Meeting may be called at any time, either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth (1/30) of the principal amount of Notes outstanding, may address to the Issuer and the Representative a demand for a General Meeting to be called. If such General Meeting has not been called within two (2) months after such demand, the Noteholders may commission one of them to petition the competent court to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 12 (*Notices*) not less than fifteen (15) calendar days prior to the date of the General Meeting on first convocation and not less than five (5) calendar days prior to the date of the General Meeting on second convocation.

General Meetings may deliberate validly on first convocation only if the Noteholders present or represented hold at least one-fifth (1/5) of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. The decisions of the General Meeting shall be taken by a two-third (2/3) majority of votes held by the Noteholders attending such General Meeting or represented thereat

Each Noteholder or representative thereof will have the right to consult or make a copy of the text of the resolutions which will be proposed and of the reports, if any, which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer and at any other place specified in the notice of the General Meeting, during the fifteen (15) calendar day period preceding the holding of the General Meeting on first convocation, or during the five (5) calendar day period preceding the holding of the General Meeting on second convocation.

The General Meeting is chaired by the Representative. In the event of the absence of a representative at the start of a General Meeting and if no Noteholder is present or represented at the General Meeting, the Issuer may, notwithstanding the provisions of Article L.228-64 of the French *Code de commerce*, designate a provisional chairman until a new Representative has been appointed. Condition 12 (*Notices*).

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

(g) **Written Resolutions and Electronic Consent**

Pursuant to Article L.228-46-1 of the French *Code de commerce*, but in respect of any Series of Dematerialised Notes only, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders of such Series by way of a resolution in writing (a "**Written Resolution**"). Subject to the following sentence, a Written Resolution may be contained in one document or

in several documents in like form, each signed by or on behalf of one or more of the Noteholders of such Series. Pursuant to Article L.228-46-1 of the French *Code de commerce*, approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Noteholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 12 (*Notices*) no less than 15 calendar days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will, by virtue of having expressed their approval or rejection before the Written Resolution Date, have irrevocably undertaken not to dispose of their Notes until after the Written Resolution Date.

Written Resolutions shall be signed by one or more Noteholders holding together at least 75 per cent. of the principal amount of the Notes of the relevant Series which are outstanding, without having to comply with formalities and time limits referred to in Condition 12(f). Approval of a Written Resolution may also be given by Electronic Consent. Any Written Resolution shall, for all purposes, have the same effect as a resolution passed at a General Meeting of the Noteholders.

(h) **Expenses**

The Issuer shall pay all expenses relating to the operations of the Masse, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

(i) **Single Masse**

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 15 (*Further Issues and Consolidation*), shall, for the defence of their respective common interests, be grouped in a single Masse.

For the avoidance of doubt, in this Condition 13 (*Meetings of Holders and Waivers*), the term "outstanding" shall not include those Notes that are held by the Issuer and not cancelled.

14 CURRENCY INDEMNITY

If any sum due from the Issuer in respect of the Notes, Coupons or any order or judgment given or made in relation thereto has to be converted from the currency (the "**first currency**") in which the same is payable under these Terms and Conditions or such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action.

15 FURTHER ISSUES AND CONSOLIDATION

- (a) Further Issues: The Issuer shall be at liberty from time to time without the consent of the Holders of Notes or Coupons to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated (*assimilées*) and form a single Series with the outstanding Notes.

- (b) Consolidation: The Issuer may, with the prior approval (which shall not be unreasonably withheld) of the Redenomination and Consolidation Agent, from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 30 calendar days' prior notice to the Noteholders in accordance with Condition 15 (*Further Issues and Consolidation*), without the consent of the Holders of Notes or Coupons, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in Euro, provided such other Notes have been redenominated in Euro (if not originally denominated in Euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

16 REDENOMINATION, RENOMINALISATION AND RECONVENTIONING

- (a) Application: This Condition 16 is applicable to the Notes only if it is specified in the relevant Final Terms as being applicable.
- (a) Notice of redenomination: If the country of the Specified Currency becomes or, announces its intention to become, a Euro Participating Member State (as defined below), the Issuer may, without the consent of the Holders of Notes or Coupons, on giving at least 30 calendar days' prior notice to such Holders and the Paying Agents, designate a date (the "**Redenomination Date**"), being an Interest Payment Date under the Notes falling on or after the date on which such country becomes a Euro Participating Member State.
- (b) Redenomination and Renominalisation: Notwithstanding the other provisions of these Conditions, with effect from the Redenomination Date:

the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Union regulations); *provided, however, that*, if the Issuer determines, with the agreement of the Fiscal Agent then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the Holders, each stock exchange (if any) on which the Notes are then listed and the Paying Agents of such deemed amendments;

- (i) if Materialised Notes have been issued:
- (A) all unmatured Coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date (the "**Euro Exchange Date**") on which the Issuer gives notice (the "**Euro Exchange Notice**") to the Holders that replacement Notes and Coupons denominated in euro are available for exchange (*provided that* such Notes and Coupons are available) and no payments will be made in respect thereof;
- (B) the payment obligations contained in all Notes denominated in the Specified Currency will become void on the Euro Exchange Date but all other obligations of the Issuer thereunder (including the obligation to exchange such Notes in accordance with this Condition 16) shall remain in full force and effect; and
- (C) new Notes and Coupons denominated in euro will be issued in exchange for Notes and Coupons denominated in the Specified Currency in such manner as the Fiscal Agent may specify and as shall be notified to the Holders in the Euro Exchange Notice; and
- (ii) all payments in respect of the Notes (other than, unless the Redenomination Date is on or after such date as the Specified Currency ceases to be a sub-division of the euro, payments of interest in respect of periods commencing before the Redenomination Date) will be made solely in euro by cheque drawn on, or by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any Member State of the European Union.

- (c) **Interest and Reconventioning:** Following redenomination of the Notes pursuant to this Condition 16, where Materialised Notes have been issued, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of the Notes presented (or, as the case may be, in respect of which Coupons are presented) for payment by the relevant Holder. In addition, the Issuer may make such changes to the day count fraction and business days applicable to the Notes in accordance with current market practice for Notes denominated in euro.
- (d) **Interest Determination Date:** If the Floating Rate Note provisions are specified in the relevant Final Terms as being applicable and "Screen Rate Determination" is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, with effect from the Redenomination Date the Interest Determination Date shall be deemed to be the second TARGET Settlement Day before the first calendar day of the relevant Interest Period.

For the purposes of this Condition 16,

"Euro Participating Member State" means a Member State of the European Union which adopts or has adopted the euro as its lawful currency in accordance with the Treaty; and

"TARGET Settlement Day" means any calendar day on which TARGET2 is open for the settlement of payments in euro.

17 GOVERNING LAW AND JURISDICTION

- (i) *Governing law:* The Notes (and where applicable, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.
- (ii) *Jurisdiction:* Any claim against the Issuer in connection with any Notes, Coupons or Talons will be submitted to the exclusive jurisdiction of the Paris Commercial Court.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED NOTES

Temporary Global Certificates

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Notes. Upon the initial deposit of such Temporary Global Certificate with a common depositary for Euroclear and Clearstream, (the "**Common Depositary**"), Euroclear or Clearstream will credit the accounts of each subscriber with a nominal amount of Notes equal to the nominal amount thereof for which it has subscribed and paid.

The Common Depositary may also credit with a nominal amount of Notes the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream held by such other clearing systems. Conversely, a nominal amount of Notes that is initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream or other clearing systems.

Exchange

Each Temporary Global Certificate issued in respect of Notes will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined below):

- (i) if the relevant Final Terms indicates that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable (as to which, see "Subscription and Sale" below), in whole, but not in part, for the Definitive Materialised Notes; and
- (ii) otherwise, in whole but not in part upon certification as to non-U.S. beneficial ownership (a form of which shall be available at the specified offices of any of the Paying Agents) for Definitive Materialised Notes.

Delivery of Definitive Materialised Notes

On or after its Exchange Date, the holder of a Temporary Global Certificate may surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for any Temporary Global Certificate, the Issuer will deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Materialised Notes. In this Base Prospectus, Definitive Materialised Notes means, in relation to any Temporary Global Certificate, the Definitive Materialised Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that has not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Notes will be security printed in accordance with any applicable legal and Regulated Market requirements. Forms of such Definitive Bearer Materialised Notes shall be available at the specified offices of any of the Paying Agent(s).

Exchange Date

"**Exchange Date**" means, in relation to a Temporary Global Certificate, the calendar day falling after the expiry of 40 calendar days after its issue date, *provided that*, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 15(a), the Exchange Date for such Temporary Global Certificate shall be postponed to the calendar day falling after the expiry of 40 calendar days after the issue of such further Materialised Notes.

USE OF PROCEEDS

Unless otherwise specified in any relevant Final Terms, the net proceeds from the issue of any Notes, after deduction of any management and underwriting commissions, any selling concessions and, when relevant, the expenses incurred in connection with the issue of any Notes, will be used by the Issuer for general financing and corporate purposes.

BUSINESS OF SANOFI

Information on the Company

Sanofi is a leading global healthcare company, focused on patient needs and engaged in the research, development, manufacture and marketing of therapeutic solutions.

In 2019, its net sales were €36,126 million.

Sanofi is a holding company and as a result its financial and trading position depends on the financial and trading position of its principal subsidiaries. Sanofi operates under the laws of France.

Sanofi is the parent company of a consolidated group of companies. A list of its principal subsidiaries can be found in Note F to its consolidated financial statements included at Item 18 of the 2019 Annual Report on Form 20-F incorporated by reference herein.

Sanofi has three principal activities: Pharmaceuticals, Consumer Healthcare (CHC), and Vaccines via Sanofi Pasteur. These activities are operating segments within the meaning of the IFRS 8 accounting standard (see Note D.35. to the consolidated financial statements, included at Item 18 of the 2019 Annual Report on Form 20-F).

Sanofi's activities include: Immunology, Multiple Sclerosis / Neurology, Oncology, Rare Diseases, Rare Blood Disorders, Cardiovascular, Diabetes, Established Prescription Products⁴, Consumer Healthcare, and Vaccines. Unlike Vaccines and Consumer Healthcare activities, which are operating segments within the meaning of IFRS 8, the Immunology, Multiple Sclerosis / Neurology, Oncology, Rare Diseases, Rare Blood Disorders, Cardiovascular, Diabetes and Established Prescription Products activities are franchises whose performance is monitored primarily on the basis of net sales; the products sold by each of those franchises are included in Sanofi's Pharmaceuticals operating segment. Sanofi is also active in emerging markets⁵ selling products from its three principal activities; the performance in its emerging markets regions is monitored primarily on the basis of net sales.

Within its pharmaceutical's activity, which generated net sales of €25,708 million in 2019, Sanofi specialises in the following therapeutic areas:

- Immunology :with Dupixent®, a monoclonal antibody against the interleukin-4 receptor (IL-4R), indicated for a number of allergic, atopic, and inflammatory disorders, such as atopic dermatitis (AD) and asthma; and Kevzara®, a monoclonal antibody against the Interleukin-6 receptor, indicated for adults with moderate to severe rheumatoid arthritis.
- Multiple Sclerosis / Neurology: with Aubagio®, a once-daily oral immunomodulator; and Lemtrada®, a monoclonal antibody.
- Oncology: with Libtayo®, a fully human monoclonal antibody targeting the immune checkpoint receptor PD-1 (programmed cell death protein-1), for the treatment of certain patients with metastatic cutaneous squamous cell carcinoma (CSCC) or locally advanced CSCC; Jevtana® (cabazitaxel), a taxane, indicated for patients with prostate cancer; Taxotere®, a taxane representing a cornerstone therapy for several cancer types; Thymoglobulin® , a broad immunosuppressive and immunomodulating agent, Taxotere®, a taxane representing a cornerstone therapy for several cancer types; Eloxatin®, a platinum-based agent used as an adjuvant treatment for certain people with stage III colon cancer; Mozobil®, a hematopoietic stem cell mobilizer for patients with
- hematologic malignancies; Zaltrap®, a recombinant fusion protein, indicated for certain patients with metastatic colorectal cancer.
- Rare Diseases: with a portfolio of enzyme replacement therapies including Cerezyme® for Gaucher disease, an enzyme replacement therapy used to treat Gaucher disease, an inherited and potentially life-threatening LSD; Cerdelga®, an oral ceramide analog for Gaucher disease; Myozyme® and Lumizyme® for Pompe disease; Fabrazyme® for Fabry disease and Aldurazyme® for for mucopolysaccharidosis Type 1 (MPS 1).

⁴ Established Prescription Products comprises mature products including Plavix®, Lovenox®, Aprovel®, Renagel® and Renvela® and Generics.

⁵ World excluding the US, Canada, Europe (apart from Eurasia: Russia, Ukraine, Georgia, Belarus, Armenia and Turkey), Japan, South Korea, Australia, New Zealand and Puerto Rico.

- Rare Blood Disorders: with Eloctate® and Alprolix®, extended half-life clotting-factor therapies for the treatment of adults and children with hemophilia A and B, respectively; Cablivi® (caplacizumab), a bivalent nanobody for the treatment of adults experiencing an episode of acquired thrombotic thrombocytopenic purpura.
- Cardiovascular: with Praluent® a cholesterol-lowering drug that inhibits PCSK9 and Multaq®, an antiarrhythmic drug in atrial fibrillation.
- Diabetes: Lantus® (insulin glargine 100 units/mL), a long-acting human insulin analog which is the world-leading brand in the insulin market; Toujeo® (insulin glargine 300 units/mL), insulin glargine 300 U/mL; Apidra® (insulin glulisine), a rapid-acting human insulin analog; Soliqua® 100/33 or Suliqua®, a oncedaily combination of insulin glargine and Lyxumia®/Adlyxin® (lixisenatide), a once-daily GLP-1 receptor agonist. Admelog® or Insulin lispro Sanofi®, a rapid-acting insulin; Amaryl® (glimepiride), an oral once-daily sulfonylurea.
- Established Prescription Products:
 - Plavix® / Iscover®, an anti-platelet agent indicated for a number of atherothrombotic conditions; Lovenox® / Clexane® a low molecular weight heparin for the prophylaxis and treatment of venous thromboembolism and of acute coronary syndrome; Aprovel® and Avapro® / Karvea®, anti-hypertensives; Renagel® and Renvela®, oral phosphate binders for use in patients undergoing dialysis; Synvisc® and Synvisc-One®, viscosupplements used to reduce pain in patients suffering from osteoarthritis of certain joints; and Depakin® , a broad-spectrum anti-epileptic treatment for epilepsy and a mood stabilizer.

The Consumer Healthcare (CHC) activity, which generated net sales of €4,687 in 2019, is focused around four strategic categories: Allergy Cough & Cold, Pain, Digestive and Nutritional.

The Vaccines activity is operated through Sanofi Pasteur. Net sales from vaccines amounted to €5,731 million in 2019, with leading vaccines in five areas: Poliomyelitis, Pertussis and Hib pediatric vaccines, influenza vaccines, adult booster vaccines, meningitis vaccines, and travel and endemic vaccines.

In 2019, Sanofi obtained regulatory approval for Libtayo® in the EU for the treatment of adults with metastatic or locally advanced cutaneous squamous cell carcinoma (CSCC) who are not candidates for curative surgery or curative radiation.

Sanofi also obtained regulatory approvals in the US for Dupixent® for adolescent patients aged 12 to 17 years with moderate-to-severe atopic dermatitis, and for the treatment of chronic rhinosinusitis with nasal polyposis (CRSwNP) in adults whose disease is not adequately controlled; in the EU for Dupixent® for use in certain adults and adolescents aged 12 years and older as an add-on maintenance treatment for severe asthma with type 2 inflammation, as an add-on therapy with intranasal corticosteroids for the treatment of certain adults with severe chronic rhinosinusitis with nasal polyposis (CRSwNP), and for adolescents aged 12 to 17 years with moderate-to-severe atopic dermatitis; in the EU for Toujeo® to include the treatment of diabetes in adolescents and children (aged 6 years and older); and in the US and the EU for Praluent® to reduce the risk of cardiovascular events in patients with established cardiovascular disease.

Collaborations are essential to Sanofi's business and a certain number of its products, whether on the market or under development, are in licensed products relying on third-party rights or technologies.

The contact address of the directors and senior management, as described under "Item 6. Directors, Senior Management and Employees" of the 2019 Annual Report on Form 20-F incorporated by reference herein, is the same as the registered office of the Issuer as found on page 35 of this Base Prospectus.

RECENT DEVELOPMENTS

On 18 February 2020, Sanofi Pasteur, the Vaccines Global Business Unit of Sanofi, announced that it will leverage previous development work for a SARS vaccine which may unlock a fast path forward for developing a COVID-19 vaccine. Sanofi will collaborate with the Biomedical Advanced Research and Development Authority (BARDA), part of the Office of the Assistant Secretary for Preparedness and Response, expanding the Company's long-standing partnership with BARDA.

On 24 February 2020, Sanofi announced its plans to create a major leading European company dedicated to the production and marketing to third parties of active pharmaceutical ingredients (API), which are the essential molecules responsible for the beneficial effects used in the composition of any drug. The project consists of creating a standalone company which would combine Sanofi's API commercial and development activities with six of its European API production sites : Brindisi (Italy), Frankfurt Chemistry (Germany), Haverhill (UK), St Aubin les Elbeuf (France), Újpest (Hungary) and Vertolaye (France). With increasing medicine shortages that critically impact patient care, the new entity would contribute to supporting and securing API manufacturing as well as supply capacities for Europe and beyond. The new company would rank as the world's second largest API company with approximately €1 billion in expected sales by 2022. It is expected to include 3,100 skilled employees and to be headquartered in France. A planned IPO on Euronext Paris would be evaluated with a decision expected by 2022, subject to market conditions. Sanofi is fully committed to the new company's success and intends to establish a long-term customer relationship with the new API supplier and to hold a minority stake of approximately 30% in the new company.

On 28 February 2020, Aventis Inc., a subsidiary of Sanofi, acquired from Bristol-Myers Squibb Investco LLC., E.R. Squibb & Sons, L.L.C., and Bristol-Myers Squibb Puerto Rico, Inc., subsidiaries of BMS, respectively, their partnership interests in the three partnerships carrying out the commercialization of Plavix® in the United States and Puerto Rico. As a consequence of these transactions, on 28 February 2020, Sanofi took sole control and freedom to operate commercially with respect to Plavix® in the United States and Puerto Rico. As from March 2020, Sanofi will recognize in its consolidated financial statements the revenue and expenses generated by its own operations.

On 2 March 2020, Sanofi announced that the U.S. Food and Drug Administration (FDA) has approved Sarclisa® (isatuximab-irfc) in combination with pomalidomide and dexamethasone (pom-dex) for the treatment of adults with relapsed refractory multiple myeloma (RRMM) who have received at least two prior therapies including lenalidomide and a proteasome inhibitor. Sarclisa® is expected to be available to patients in the U.S. shortly.

At its meeting on 4 March 2020, the Board of Directors of Sanofi decided to propose, at the next Annual General Meeting of Shareholders scheduled for April 28, 2020, the appointment of two new independent directors, Rachel Duan and Lise Kingo. Rachel Duan is currently Senior Vice President of GE and President & CEO of GE Global Markets, where she is responsible for driving GE's growth in China, Asia Pacific, India, the Middle East, Africa, and Latin America. Lise Kingo is currently CEO & Executive Director of the United Nations Global Compact, a position she has held since 2015. The UN Global Compact is the world's largest corporate sustainability initiative uniting business to create a better world through universal principles and the UN Sustainable Development Goals. Lise Kingo will be stepping down from her post as CEO and Executive Director of the UN Global Compact in June 2020. Assuming election to the Board, she will not sit at Board meetings until she has separated from the United Nations.

Issue of U.S. commercial paper

As at 31 December 2019, no U.S. commercial paper of Sanofi was outstanding. An aggregate amount of U.S.\$ 4 billion of U.S. commercial paper has been issued by Sanofi since 1 January 2020. The total aggregate amount of U.S. commercial paper outstanding as at 4 March 2020 was U.S.\$ 4 billion.

PRO FORMA FINAL TERMS

Final Terms dated [●]

Sanofi

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]

under the Euro 25,000,000,000

Euro Medium Term Note Programme

Legal entity Identifier (LEI): 549300E9PC51EN656011

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPs ONLY TARGET MARKET

– Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes, taking into account the five categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "MiFID II"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the manufacturer[s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[s/s'] target market assessment) and determining appropriate distribution channels. The Issuer is not a manufacturer for the purposes of the MIFID Product Governance Rules.

PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and, should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA") and in the United Kingdom. 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 Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive 2016/97/EU, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA and in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA and in the UK may be unlawful under the PRIIPs Regulation.

[Singapore Securities and Futures Act Product Classification – Solely for the purposes of its obligations pursuant to sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore) (the "SFA"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A of the SFA) that the Notes are ["prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018)]/["capital markets products other than prescribed capital markets products" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018)].]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated [●] March 2020 [and the Supplement[s] to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (as defined in the Base Prospectus dated [●] March 2020) (the "**Base Prospectus**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented] in order to obtain all the relevant information. [The Base Prospectus [and the Supplement[s] to the Base Prospectus] and the Final Terms are available for viewing at [address] during normal business hours [and] [website] and copies may be obtained from [address] and will be available on the *Autorité des marchés financiers* (the "AMF") website (www.amf-france.org).]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "[•] Conditions") set forth in the base prospectus dated [•]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation (as defined in the Base Prospectus dated [•]) and must be read in conjunction with the Base Prospectus dated [•] [and the Supplement[s] to the Base Prospectus dated [•]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation, save in respect of the [•] Conditions which are extracted from the base prospectus dated [•] and are incorporated by reference hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms, the Base Prospectus dated [•] and the [•] Conditions [and the Supplement[s] to the Base Prospectus dated [•] and [•]]. [The Base Prospectus [and the Supplement[s] to the Base Prospectus] are available for viewing at [address] during normal business hours [and] [website] and copies may be obtained from [address] and will be available on the *Autorité des marchés financiers* (the "AMF") website (www.amf-france.org).]

1. (i) Series Number: [•]
[(ii) Tranche Number: [•]]
[(iii) Date on which Notes become fungible: [Not Applicable/The Notes shall be consolidated, form a single series and be interchangeable for trading purposes with the [*identify earlier tranche*] on [•]/the Issue Date which is expected to occur on or about [•]]
2. Specified Currency or Currencies: [•]
3. Aggregate Nominal Amount of Notes: [•]
 - (i) Series: [•]
 - [(ii) Tranche: [•]]
4. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [•]] (*in the case of fungible notes only, if applicable*)
5. Specified Denomination(s): [•] (*one denomination only for Dematerialised Notes*)
6. (i) Issue Date: [•]
[(ii) Interest Commencement Date:] [[•]/Issue Date/Not Applicable]
7. Maturity Date: [[•]/*insert if Floating Rate Notes*] Interest Payment Date falling in or nearest to the relevant month and year]
8. Interest Basis: [•] per cent. Fixed Rate]
[[LIBOR/EURIBOR] +/- [•] per cent. Floating Rate]
[Zero Coupon]
[Fixed/Floating Rate]
(further particulars specified below)
9. Change of Interest Basis: For the period from (and including) the Interest Commencement Date, up to (but excluding) [•] paragraph [13]/[14] applies and for the period from (and including) [•], up to (and including) the Maturity Date, paragraph [13]/[14] applies/ [Not Applicable].
10. Put/Call Options: [Investor Put]
[Issuer Call]
[Make-whole Redemption] [*will apply unless otherwise specified*]
[Clean-up call option]

[Residual Maturity Call Option]
[(further particulars specified below)]

11. (i) Status of the Notes: Senior unsecured
- (ii) Date of Board approval for issuance of Notes obtained: [•] [and [•], respectively]]
12. Method of Distribution: [Syndicated/Non-Syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
(Condition 5(a)) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[s] of Interest: [•] per cent. *per annum* [payable [annually/semi-annually/quarterly/monthly/other [•]] in arrear]
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with [insert Business Day Convention and any applicable Business Centre(s) for the definition of "Business Day"]⁶/ [not adjusted]
- (iii) Fixed Coupon Amount[s]: [•] per [•] in Nominal Amount⁷
- (iv) Broken Amount(s): [[•] per Specified Denomination, payable on the Interest Payment Date falling [in/on] [•]]/[Not Applicable]
- (v) Fixed Day Count Fraction: [30-360]/[Actual-Actual (ICMA)]/[Actual-360]
- (vi) Fixed Interest Dates: [•] in each year *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. Only relevant where Fixed Day Count Fraction is Actual-Actual (ICMA))*
- (vii) Party responsible for calculation of Interest Amounts (if not the Fiscal Agent)⁸: [[•]/Not Applicable]
14. **Floating Rate Note Provisions** [Applicable/Not Applicable]
(Condition 5(b)) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Interest Period(s): [•]
- (ii) Interest Payment Dates: [•] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iv) below
- (iii) First Interest Payment Date: [•]
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention]

⁶ Applicable for CNY Notes

⁷ Not applicable for CNY Notes

⁸ Applicable for CNY Notes

- (v) Business Centre(s): [●]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination]
[FBF Determination]
[ISDA Determination]
- (vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Fiscal Agent): [●]
- (viii) Screen Rate Determination: [Screen Rate Determination/Not Applicable]
- Reference Rate: [LIBOR/EURIBOR]
 - Linear Interpolation: [Applicable/Not Applicable]
 - Interest Determination Date(s): [[●] [TARGET2] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Period/each Interest Payment Date]]
 - Relevant Screen Page: [●]
 - Reference Banks: [●]
 - Relevant Financial Centre: [●]
- (ix) FBF Determination
- Floating Rate: [●]
 - Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [●]
- (x) ISDA Determination:
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Relevant Financial Centre: [●]
 - Reset Date: [●]
- (xi) Margin(s): [+/-][] per cent. *per annum*
- (xii) Minimum Rate of Interest: [[Zero / [●]] per cent. *per annum*]
- (xiii) Maximum Rate of Interest: [[●] per cent. *per annum* / Not Applicable]
- (xiv) Day Count Fraction: [Actual/Actual] / [Actual/365 (FBF)] / [Actual/365 (Fixed)] / [Actual/Actual (FBF)] / [Actual/360 (adjusted/unadjusted)] / [30/360] / [360/360] / [Bond Basis] / [30E-360] / [Eurobond Basis] / [30E-360 (FBF)] / [30E-360 (ISDA)] / [Not Applicable]
15. **Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Accrual Yield: [●] per cent. *per annum*
 - (ii) Reference Price: [●]

PROVISIONS RELATING TO REDEMPTION

16. **Call Option** [Applicable/Not Applicable]
(Condition 7(c)) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s) (Call): [•]
 - (ii) Optional Redemption Amount(s) [•] per Note of [•] specified denomination (Call) of each Note:
 - (iii) If redeemable in part:
 - (a) Minimum Redemption Amount: [•]
 - (b) Maximum Redemption Amount: [•]
 - (iv) Notice period: [•]
17. **Put Option** [Applicable/Not Applicable]
(Condition 7(f)) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s) (Put): [•]
 - (ii) Optional Redemption Amount(s) [•] per Note of [•] specified denomination (Put) of each Note and method, if any, of calculation of such amount(s):
 - (iii) Notice period: [•]
18. **Make-whole Redemption** [Applicable/Not Applicable]
(Condition 7(g)) *(If Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Parties to be notified by Issuer of Make-whole Redemption Date and Make-whole Redemption Amount (if other than set out in Condition 7(g)): [[•]/Not Applicable]
 - (ii) Make-whole Redemption Margin: [•]
 - (iii) Discounting basis for purposes of calculating sum of the present values of the remaining scheduled payments of principal and interest on Redeemed Notes in the determination of the Make-whole Redemption Amount: [Annual/Semi-Annual]
 - (iv) Reference Security: [Not Applicable/give details]
 - (vi) Reference Dealers: [Not Applicable/give details]
 - (vii) Quotation Agent: [•]/[Not Applicable]
19. **Residual Maturity Call Option** [Applicable/Not Applicable]
(Condition 7(d)) *(If Not Applicable, delete the sub-paragraph below)*

- (i) Call Option Date: [•]
20. **Clean-up call option** [Applicable/Not Applicable]
(Condition 7(e))
21. **Early Redemption Amount** [[100] / [•] per cent. per Specified Denomination]
(for tax reasons)
(Condition 7(b) and 7(h)) [Calculation basis: [As set out in the Condition 7(h)/[•]]]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22. Form of Notes: **[Dematerialised Notes/Materialised Notes]** (*Materialised Notes are only in bearer form*) (*Delete as appropriate*)
- (i) Form of Dematerialised Notes: [Not Applicable/Bearer dematerialised form (*au porteur*)]/[Registered dematerialised form (*au nominatif*)]
- (ii) Registration Agent: [Not Applicable / Applicable] (*if Applicable give name and details. Note that a Registration Agent must be appointed in relation to Registered Notes only.*)
- (iii) Temporary Global Certificate: Temporary Global Certificate exchangeable for Definitive Materialised Notes on [•] (the "**Exchange Date**"), being 40 calendar days after the Issue Date subject to postponement as provided in the Temporary Global Certificate
23. Additional Financial Centre(s) or other special provisions relating to Payment Business Days: [Not Applicable]/[Applicable] (*Note that this item relates to the date and place of payment, and not interest period end dates, to which items 13(ii) and 14(iv) relates*)
24. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes]/[No] (*Only applicable to Materialised Notes*)
25. Redenomination, renominatisation and reconventioning provisions: [Not Applicable]/[The provisions [in Condition 16] apply]
26. Consolidation provisions: [Not Applicable/The provisions [in Condition 15] apply]
27. Representation of holders of Notes/Masse: Condition 13 applies
- [The Initial Representative shall be: [•]]
- [The Alternative Representative shall be: [•]]
- [The Representative will be entitled to a remuneration of [•] per year/The Representative will not be entitled to a remuneration]

DISTRIBUTION

28. (i) If syndicated, names of Managers: [Not Applicable/[•]]
- (ii) Date of [Subscription] Agreement: [•]
- (iii) Stabilising Manager(s) (if any): [Not Applicable/[•]] (*If applicable, give name*)

29. If non-syndicated, name and address of Dealer: [Not Applicable/[•]]
30. [Total commission and concession: [•] per cent. of the Aggregate Nominal Amount]
31. US Selling Restrictions: [Reg. S Compliance Category 2; TEFRA C/TEFRA D/TEFRA not applicable]

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

1. ADMISSION TO TRADING AND LISTING

- (i) Admission to trading and listing: [Application has been made by the Issuer (or on its behalf) for the Notes to be [listed and] admitted to trading on [Euronext Paris] / [specify relevant regulated market] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be [listed and] admitted to trading on [●]] with effect from [●].] [Not Applicable.]

The Issuer has securities of the same class listed on [●]. (*Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.*)

- (ii) Estimate of total expenses related to admission to trading: [●]

2. RATINGS

Ratings: The Notes to be issued [have been / are expected to be] rated:

[S&P: [●]]

[Moody's: [●]]

[Scope: [●]]

[[Other]: [●]]

[[Insert the full name of the credit rating agency/ies] [is/are] established in the European Union and [has/have] applied for registration under Regulation (EU) No 1060/2009 (the "**CRA Regulation**"), as amended, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]⁹

[[Insert the full name of the credit rating agency/ies] [is/are] established in the European Union and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**"), as amended. As such, [insert credit rating agency/ies] [is/are] included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.]

[[Insert the full name of the credit rating agency/ies] [is/are] not established in the European Union but will be endorsed by a credit rating agency which is established in the European Union and registered under Regulation (EC) No 1060/2009 (the "**CRA Regulation**"), as amended.]

[[Insert the full name of the credit rating agency/ies] [is/are] not established in the European Union and [has/have] not applied for

⁹ It is important for the Issuer to liaise with the relevant credit rating agencies to determine (i) the specific legal entity which will issue the credit ratings and (ii) the status of any application which has been made to the relevant competent authority by that entity. It is recommended that these enquiries are made at an early stage to allow sufficient time for the information to be obtained.

registration under Regulation (EC) No 1060/2009 (the "**CRA Regulation**"), as amended, but which is certified under the CRA Regulation.]

(Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.)

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

Need to include a description of any interest, including a conflict of interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in [•], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer." [Amend as appropriate if there are other interests]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)]

4. **REASONS FOR THE OFFER**

[Reasons for the offer:

[General financing purposes of the Issuer and its consolidated subsidiaries.] [•]

(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)

Estimated net proceeds:

[•]

5. **[Fixed Rate Notes only – YIELD**

[•].]

Indication of yield:

6. **[Floating Rate Notes only - HISTORIC INTEREST RATES**

Historic interest rates:

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

[Benchmarks:

Amounts payable under the Notes will be calculated by reference to [•] which is provided by [•]. As at [•],[•] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) (the "**Benchmarks Regulation**"). [As far as the Issuer is aware the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that [•] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]/[Not Applicable]

7. **OPERATIONAL INFORMATION**

(i) ISIN Code:

[•]

- (ii) Common Code: [•]
- (iii) Depositories:
- (a) Euroclear France to act as Central Depository: [Yes/No] (Address)
- (b) Common Depository for Euroclear Bank and Clearstream Banking, société anonyme: [Yes/No](Address)
- (iv) Any clearing system(s) other than Euroclear France, Euroclear Bank SA/NV and Clearstream Banking société anonyme and the relevant identification number(s): [Not Applicable/[•]] (If applicable, give name(s) and number(s) [and address(es)])
- (v) Delivery: Delivery [against/free of] payment
- (vi) Names and addresses of initial Paying Agents: BNP Paribas Securities Services
(affiliated with Euroclear France under number 29106)
3-5-7 rue du Général Compans
93500 Pantin
France
- (vii) Names and addresses of additional Paying Agent(s) (if any): [•]

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated dealer agreement (the "**Dealer Agreement**") dated 10 March 2020, agreed with the Issuer a basis upon which they or any of them may from time to time agree to subscribe or procure subscribers for Notes. Any such agreement will extend to those matters stated under "Terms and Conditions of the Notes" above. In the Dealer Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the maintenance of the Programme and the issue of Notes under the Programme.

United States of America

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that the Notes have not been and will not be registered under the Securities Act or the securities laws of any State or other jurisdiction of the United States and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and applicable State securities laws. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that Materialised Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations thereunder.

Each Dealer has agreed that, and each further Dealer appointed under the Programme will be required to agree, except as permitted by the Dealer Agreement, it will not offer, sell or, in the case of Materialised Notes, deliver Notes, of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 calendar days after the completion of the distribution of any identifiable Tranche within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding sentence have the meanings given to them by Regulation S under the Securities Act.

The Notes are being offered and sold outside the United States to non-U.S. persons pursuant to and in reliance on Regulation S under the Securities Act.

In addition, until 40 calendar days after the commencement of the offering of any identifiable Tranche of Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such Tranche of Notes) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Selling Restrictions – Prohibition of Sales to EEA and UK Retail Investors

Each Dealer has represented and agreed, and each further 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 Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA or in the UK.

For the purposes of this provision:

- 1) the expression "**retail investor**" means a person who is one (or more) of the following:
 - a) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - b) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

- 2) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

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

- (a) **No deposit-taking:** *in relation to any Notes having 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 Notes other than to persons:
 - (A) whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses; or
 - (B) 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 Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

- (b) **Financial promotion:** 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) received by it in connection with the issue or sale of any Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) **General compliance:** it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

Each Dealer has acknowledged and each further Dealer appointed under the Programme will be required to acknowledge that the Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Act**”) and has agreed or will agree, as the case may be, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a 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 applicable laws, regulations and ministerial guidelines of Japan.

France

Each Dealer has represented and agreed, and each further Dealer will be required to represent and agree, that it has only offered or sold and will only offer or sell, directly or indirectly, Notes in France to qualified investors (*investisseurs qualifiés*) as defined in Article L.411-2 1° of the French *Code monétaire et financier* and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France to such qualified investors this Base Prospectus, any Final Terms or any other offering material relating to the Notes.

Selling Restrictions Addressing Additional Netherlands Securities Laws

Compliance with Dutch Savings Certificates Act: Zero Coupon Notes (as defined below) in definitive form may only be transferred and accepted, directly or indirectly, within, from or into The Netherlands through the mediation of either the Issuer or a member firm of Euronext (Amsterdam) admitted in a function on one or more of the markets or systems operated by Euronext Amsterdam N.V., in full compliance with the Dutch Savings Certificates Act (*Wet inzake spaarbewijzen*) of 21 May 1985 (as amended) and its implementing regulations. No such mediation is required: (a) in respect of the transfer and acceptance of rights representing an interest in a Zero Coupon Note in global form, or (b) in respect of the initial issue of Zero Coupon Notes in definitive form to the first holders thereof, or (c) in respect of the transfer and acceptance of Zero Coupon Notes in definitive form between individuals not acting in the conduct of a business or profession, or (d) in respect of the

transfer and acceptance of such Zero Coupon Notes within, from or into The Netherlands if all Zero Coupon Notes (either in definitive form or as rights representing an interest in a Zero Coupon Note in global form) of any particular Series or Tranche of Notes are issued outside The Netherlands and are not distributed into The Netherlands in the course of initial distribution or immediately thereafter. In the event that the Savings Certificates Act applies, certain identification requirements in relation to the issue and transfer of, and payments on, Zero Coupon Notes have to be complied with. As used herein "**Zero Coupon Notes**" are Notes that are in bearer form and that constitute a claim for a fixed sum against the Issuer and on which interest does not become due during their tenor or on which no interest is due whatsoever.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation. Each Dealer has represented and agreed that any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.

Any such offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time) and any other applicable laws and regulations;
- (ii) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016); and
- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or any other Italian authority.

Hong Kong

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

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes other than (a) to "professional investors" as defined in the Securities and Futures Ordinance (Cap 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions Ordinance (Cap. 32) of Hong Kong (the "**C(WUMPO)**") or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

People's Republic of China

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, it has not offered or sold and will not offer or sell the Notes, directly or indirectly, in the PRC or to PRC persons, for such purpose, not including the Hong Kong and Macau Special Administrative Regions or Taiwan, except as permitted by applicable PRC laws and regulations.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been, and will not be, registered as a prospectus with the Monetary Authority of Singapore.

Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of any invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of any invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute this Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "SFA")) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in Section 2(1) of the SFA) or securities based derivatives contracts (as defined in Section 2(1) of the SFA), of that corporation or beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within 6 months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or where such transfer to any person arises from an offer referred to in Section 275(1A) or an offer referred to in Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) pursuant to Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-Based Derivatives Contracts) Regulations 2018.

General

Other than with respect to the listing of the Notes on such stock exchange as may be specified in the Final Terms, no action has been or will be taken in any country or jurisdiction by the Issuer or the Dealers that would permit a public offering of Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required. Persons into whose hands the Base Prospectus or any Final Terms comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Notes or have in their possession or distribute such offering material, in all cases at their own expense.

The Dealer Agreement provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, of applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

Selling restrictions may be supplemented or modified with the agreement of the relevant Dealer or, as the case may be, the Dealers. Any such supplement or modification will be set out in the relevant Final Terms (in the case of a supplement or modification relevant only to a particular Tranche of Notes) or (in any other case) in a supplement to this document. The relevant Dealers will be required to comply with such selling restrictions as so supplemented and/or modified.

Each of the Dealers and the Issuer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that Materialised Notes may only be issued outside France.

GENERAL INFORMATION

1. Authorisation

The issue of Notes under the Programme constituting *obligations* under French law requires a resolution of the *Conseil d'Administration* (Board of Directors) of the Issuer and a decision of the *Directeur Général* (Chief Executive Officer) or *Directeur Financier* (Chief Financial Officer), the dates of which will be specified in the Final Terms.

A resolution was passed by the *Conseil d'administration* (Board of Directors) of the Issuer on 5 February 2020 whereby the Board of Directors authorised for a duration of one year from 5 February 2020, the issue of Notes up to an aggregate amount of €7,000,000,000.

2. AMF approval statement

This Base Prospectus has been approved by the AMF in France in its capacity as competent authority under the Prospectus Regulation. The AMF has only approved this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such an approval should not be considered as an endorsement of the Issuer nor as an endorsement of the quality of the Notes that are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

3. Validity of Base Prospectus

The Base Prospectus shall be valid for admission to trading of Notes on a Regulated Market for twelve (12) months after its approval by the AMF, until 10 March 2021, provided that it shall be completed by any supplement pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including information incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

4. Listing and admission to trading of Notes

The Legal Entity Identifier (LEI) of the Issuer is 549300E9PC51EN656011.

Application has been made to Euronext Paris for Notes issued under this Base Prospectus to be admitted to trading.

However, Notes may be issued pursuant to the Programme which will not be admitted to trading on Euronext Paris or any other stock exchange or which will be listed or admitted to trading on such stock exchange as the Issuer and the relevant Dealer may agree.

5. Dealers transacting with the Issuer

Certain of the Dealers and their affiliates (including their parent companies) have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, and their affiliates in the ordinary course of business.

6. Documents Available

So long as any Notes are capable of being issued under the Programme and/or remain outstanding, copies of the following documents will, when published, be available from the registered office of the Issuer, and the office of the Fiscal Agent:

- (i) the constitutional documents (together with an English translation) of the Issuer (as the same may be updated from time to time);
- (ii) the 2019 Annual Report on Form 20-F and the 2018 Annual Report on Form 20-F;
- (iii) the Agency Agreement;
- (iv) a copy of this Base Prospectus; and
- (v) any future prospectuses (including Final Terms (save those Final Terms relating to an unlisted Note will only be available for inspection by a Holder of such Note and such Holder must produce evidence satisfactory to the Fiscal

Agent as to the identity of such Holder)) and supplements to this Base Prospectus and any other documents incorporated herein or therein by reference.

This Base Prospectus and any supplement to the Base Prospectus will be made available on the website of the AMF (www.amf-france.org).

7. Clearing Systems

Application may be made for the Notes to be accepted for clearance through the Euroclear and Clearstream systems which are entities in charge of keeping the records. The Common Code and the International Securities Identification Number (ISIN) or the identification number for any other relevant clearing system for each Series of Notes will be set out in the relevant Final Terms.

The address of Euroclear France is 66, rue de la Victoire 75009 Paris, France, the address of Euroclear is 1 boulevard du Roi Albert II, 1210 Brussels, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg.

Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the registration agent. The address of Euroclear France is 66 rue de la Victoire, 75009 Paris, France.

If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the relevant Final Terms.

8. Trend Information and No Significant Change

There has been no material adverse change in the prospects of the Issuer since 31 December 2019, nor has there been any significant change in the financial position or financial performance of the Issuer or of the Group since 31 December 2019.

9. Litigation and Arbitration Proceedings

Save as disclosed under the heading "Information on Legal or Arbitration Proceedings" on pages 140 to 143 and pages F83 to F90 of the 2019 Annual Report on Form 20-F incorporated by reference herein, the Issuer has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the twelve (12) months before the date of this Base Prospectus which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer and /or the Group.

10. Administrative, Management and Supervisory Bodies' Conflicts of Interest

Sanofi's corporate governance structure is disclosed at "Item 6. Directors, Senior Management and Employees" on pages 78 to 137 of the 2019 Annual Report on Form 20-F incorporated by reference herein, there has been no change to such corporate governance structure as of the date of this Base Prospectus. The Issuer believes that there are currently no potential conflicts of interest between the duties of the directors and chief corporate officers to the Issuer, their private interests or other duties.

11. Statutory Auditors

Ernst & Young et Autres of Tour First, 1-2 place des Saisons, 92400 Courbevoie, Paris La Défense and PricewaterhouseCoopers Audit of 63, rue de Villiers, 92200 Neuilly-sur-Seine have audited the Issuer's consolidated financial statements as of and for the years ended 31 December 2019 and 2018. The Issuer's consolidated financial statements are in conformity with International Financial Reporting Standards as adopted by the European Union. Ernst & Young et Autres and PricewaterhouseCoopers Audit are members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles*, and carry out their duties in accordance with French audit standards and with the standards of the Public Company Accounting Oversight Board (United States).

12. Yield

The yield in respect of the Notes is calculated on the basis of the issue price of the Notes and the rate of interest applicable to the Notes and will be specified in the relevant Final Terms. It is not an indication of future yield.

13. **Interests of Natural and Legal Person involved in the Issue/Offer**

In addition, in the ordinary course of their business activities, the Arranger, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Arranger, the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, the Arranger and/or such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Arranger, the Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

14. **Stabilisation**

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the stabilising manager(s) (the "Stabilising Manager(s)") (or persons acting on behalf of any Stabilising Manager(s)) in the relevant Final Terms may over allot Notes or effect transactions with a view to supporting the price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 calendar days after the issue date of the Notes and 60 calendar days after the date of the allotment of the Notes. Any stabilisation action or over-allotment must be conducted by the Stabilising Manager(s) (or persons acting on behalf of the Stabilising Manager(s)), in accordance with all applicable laws and rules.

15. **Currencies**

All references in this Base Prospectus to "U.S. dollars", "U.S.\$" and "\$" refer to the currency of the United States of America, those to "Japanese yen" and "Yen" refer to the currency of Japan, those to "Sterling" and "£" refer to the currency of the United Kingdom, those to "€", "EUR", "Euro" or "euro" are to the single currency introduced at the start of the third stage of European Economic and Monetary Union, and as defined in Article 2 of Council Regulation (EC) No 974/98 of 3 May 1998 on the introduction of the euro, as amended, those to "Swiss francs" or "CHF" are to the lawful currency of the Helvetic Confederation and those to "Renminbi" or "CNY" mean Renminbi Yuan and are to the lawful currency of the People's Republic of China, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan (the "PRC"). References in this document to "billions" are to thousands of millions. Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

16. **Benchmarks Regulation**

Amounts payable under the Floating Rate Notes may be calculated by reference to one or more "benchmarks" for the purposes of the Benchmarks Regulation. In this case, the relevant Final Terms in respect of an issue of Floating Rate Notes will specify the relevant benchmark, the relevant administrator and whether such administrator appears on the above-mentioned register of administrators and benchmarks established and maintained by ESMA.

PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS

In the name of the Issuer

The Issuer hereby declares that, to the best of its knowledge, the information contained or incorporated by reference in this Base Prospectus is in accordance with the facts and that this Base Prospectus makes no omission likely to affect its import.

Sanofi
54, rue La Boétie
75008 Paris
France

Duly represented by Olivier Klaric, Senior Vice President Financing, Treasury and Insurance

Signed in Paris on 10 March 2020



This Base Prospectus has been approved by the AMF in its capacity as competent authority under Regulation (EU) 2017/1129.

The AMF has approved this Base Prospectus after having verified that the information it contains is complete, coherent and comprehensible in accordance with Regulation (EU) 2017/1129.

This approval should not be considered as a favourable opinion on the Issuer and on the quality of the Notes described in this Base Prospectus. Investors should make their own assessment of the opportunity to invest in such Notes.

The Base Prospectus has been approved on 10 March 2020 and is valid until 10 March 2021 and shall during this period, in accordance with Article 23 of Regulation (EU) 2017/1129, be completed by a supplement to the Base Prospectus in the event of new material facts or substantial errors or inaccuracies. The Base Prospectus has been given the following approval number: 20-084.

SANOFI
REGISTERED AND HEAD OFFICE

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**FISCAL AGENT, PRINCIPAL PAYING AGENT, REDENOMINATION AGENT, CONSOLIDATION AGENT
AND CALCULATION AGENT**

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Internal Counsel to the Issuer

Claire Terrazas
Vice-President, Corporate Legal Affairs

To the Dealers as to French law

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