



## €50,000,000,000 EURO MEDIUM TERM NOTE PROGRAMME

Under the Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Électricité de France SA (the "**Issuer**" or "**EDF**" or "**Électricité de France**"), subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**"). The Notes may be issued as senior unsecured notes (the "**Senior Notes**") or as deeply subordinated notes (the "**Subordinated Notes**"). The aggregate nominal amount of Notes outstanding will not at any time exceed Euro 50,000,000,000 (or the equivalent in other currencies at the date of issue of any 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 received the approval number 21-441 on 11 October 2021 from the Autorité des marchés financiers ("**AMF**") and is valid for admission to trading of Notes on a Regulated Market (as defined below) until 11 October 2022, provided that it is completed from time to time by any supplement, pursuant to Article 23 of the Prospectus Regulation and Article 18 of the Commission Delegated Regulation (EU) 2019/979, as amended by Commission Delegated Regulation (EU) 2020/1272, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (or incorporated by reference) in this Base Prospectus which may affect the assessment of an investment in the Notes. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

This Base Prospectus has been approved by the AMF in its capacity as competent authority under the Prospectus Regulation. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer and of the quality of the Notes which are subject to this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

Application may be made during the period of twelve (12) months from the date of the approval granted by the AMF on this Base Prospectus for Notes to be issued under the Programme to be listed and/or admitted to trading on Euronext Paris and/or any other regulated market located in a Member State of the European Economic Area (the "**EEA**") (each such market being a "**Regulated Market**") for the purposes of Directive 2014/65/EU on markets in financial instruments of 15 May 2014, as amended ("**MiFID II**"). Notes may also be issued pursuant to the Programme which are not admitted to trading on any Regulated Market. The relevant final terms (the "**Final Terms**") (a form of which is contained herein for Senior Notes and Subordinated Notes respectively) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading, and, if so, the relevant Regulated Market. The minimum denomination of each Note will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

The Programme has been rated "A3" (senior unsecured) / "Baa3" (junior subordinated) by Moody's France SAS ("**Moody's**") and "BBB+" (long-term debt) / "BB-" (junior subordinated debt) by S&P Global Ratings Europe Limited ("**S&P**"). As of the date of this Base Prospectus, the Issuer's long-term and short-term senior debt has been respectively rated (i) "A3" and "P-2" with stable outlook by Moody's, (ii) "BBB+" and "A-2" with stable outlook by S&P and (iii) "A-" and F2 with negative outlook by Fitch Ratings Ireland Limited ("**Fitch Ratings**"). Each of Moody's, S&P and Fitch Ratings is established in the European Union, is registered under Regulation (EC) No

1060/2009 of 16 September 2009 on credit rating agencies as amended (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 ("**ESMA**") ([www.esma.europa.eu/supervision/credit-rating-agencies/risk](http://www.esma.europa.eu/supervision/credit-rating-agencies/risk)). Notes issued pursuant to the Programme may be unrated or rated differently from the current ratings of the Programme. The rating(s) of the Notes (if any) will be specified in the relevant Final Terms, including as to whether or not such credit ratings are issued by credit rating agencies established in the European Union, registered (or which have applied for registration) under the CRA Regulation and included in the list of registered credit rating agencies published on the website of the ESMA ([www.esma.europa.eu/supervision/credit-rating-agencies/risk](http://www.esma.europa.eu/supervision/credit-rating-agencies/risk)). 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 without notice.

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 Article L.211-3 et seq. and R.211-1 et seq. of the French Code monétaire et financier. No physical documents of title will be issued in respect of the Dematerialised Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche of Notes will be set out in the relevant Final Terms.

This Base Prospectus, any supplement thereto and the Final Terms related to the Notes that are listed and/or admitted to trading on any Regulated Market are available on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)).

**Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus in connection with any investment in any of the Notes issued under the Programme.**

Arranger for the Programme  
**BNP PARIBAS**

Dealers

**BNP PARIBAS**

**Crédit Agricole CIB**  
**Société Générale Corporate & Investment Banking**

The date of this Base Prospectus is 11 October 2021.

## IMPORTANT NOTICES

**This Base Prospectus (together with any supplement thereto published from time to time (each a "Supplement" and, together, the "Supplements")) constitutes a base prospectus for the purposes of Article 8 of the Prospectus Regulation, and for the purposes of giving all necessary information, with regard to the Issuer and its fully consolidated subsidiaries (the "EDF Group" or the "Group") and the Notes, which is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Issuer, the rights attaching to the Notes and the reason for the issuance and its impact on the Issuer.**

**This Base Prospectus should be read and construed in conjunction with any Supplement thereto and with any relevant information of the documents incorporated by reference (see "*Documents Incorporated by Reference*"), the information of which shall be incorporated in and form part of this Base Prospectus and, in relation to any Series (as defined herein) of Notes, should be read and construed together with the relevant Final Terms, the Base Prospectus and the relevant Final Terms being together, the "Prospectus".**

**No person has been authorised by the Issuer 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 information supplied by the Issuer or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer, the Dealers or the Arranger.**

**No representation or warranty is made or implied by the Arranger, the Dealers or any of their respective affiliates, and none of the Arranger, the Dealers or any of their respective affiliates makes any representation or warranty or accepts any responsibility, as to the accuracy or completeness of the information contained in this Base Prospectus. Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date thereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial situation of the Issuer since the date thereof or, as the case may be, the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.**

**The distribution of this Base Prospectus, any Final Terms, any offering materials under the Programme and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law.**

**No action has been taken by the Issuer, the Dealers or the Arranger which would permit a public offering of any Notes or distribution of this Base Prospectus in any such jurisdiction where action for that purpose is required. Accordingly no Notes may be offered or sold, directly or indirectly and neither this Base Prospectus nor any Final Terms 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 or any Final Terms come are required by the Issuer, the Arranger and the Dealers to inform themselves about and to observe any such restrictions.**

**Neither this Base Prospectus nor any Final Terms constitutes an offer of, or an invitation by or on behalf of the Issuer, any of the Dealers or the Arranger to subscribe for, or purchase, any Notes.**

**For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "Subscription and Sale" herein.**

**IMPORTANT - EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes include a legend entitled "Prohibition of Sales to EEA 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. 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 (as amended, the "IDD"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**IMPORTANT - 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 United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended ("EUWA"); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**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 target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 18 of the Guidelines published by the European Securities and Markets Authority (ESMA) on 5 February 2018 and which channels for distribution of the Notes are appropriate. Any person subsequently selling or recommending the Notes (a "distributor" as defined in MiFID II) 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 be made in relation to each issue about whether, for the purpose of the Product Governance rules under EU Delegated Directive 2017/593 (the "MiFID II Product Governance Rules"), any Dealer subscribing for any Notes is a manufacturer as defined in MiFID II 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 II Product Governance Rules. For the avoidance of doubt, the Issuer is not a MiFID II regulated entity and does not qualify as a distributor or a manufacturer under MiFID II Product Governance Rules.

**UK MiFIR Product Governance / Target Market** – The Final Terms in respect of any Notes may include a legend entitled "UK MiFIR product governance" which will outline 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 (in accordance with the FCA's policy statement entitled "*Brexit our approach to EU non-legislative materials*"), and which channels for distribution of the Notes are appropriate. Any person subsequently selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") 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 be made in relation to each issue about whether, for the purpose of the UK MiFIR 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 UK MiFIR Product Governance Rules. For the avoidance of doubt, the Issuer is not a UK MiFIR regulated entity and does not qualify as a distributor or a manufacturer under UK MiFIR Product Governance Rules.

Notification under sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore), as modified or amended from time to time (the "SFA") – Unless otherwise stated in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

#### *Independent review and advice*

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each prospective investor of Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is fully consistent with its financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it and is a fit, proper and suitable investment for it, notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A prospective investor may not rely on the Issuer, the Arranger or the Dealers or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

#### *The Notes may not be a suitable investment for all investors*

Each prospective investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each prospective investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any supplement thereto and the relevant Final Terms;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact the relevant Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the prospective investor's currency;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets;
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (vi) be aware, in terms of legislation or regulatory regime applicable to such investor of the applicable restrictions on its ability to invest in the Notes and in any particular type of Notes.

A prospective investor should not invest in Notes unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the prospective investor's overall investment portfolio.

#### ***Warning - Taxation***

The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the Notes. Prospective purchasers and sellers of the Notes should be aware that they may be required to pay taxes or documentary charges or duties in accordance with the laws and practices of the jurisdiction where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for innovative financial notes such as the Notes.

#### ***Credit ratings***

One or more independent credit rating agencies may assign credit ratings to the Notes and/or to the Issuer. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this section, 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.

The credit ratings of the Issuer are an assessment of its ability to pay its obligations, including those arising from the Notes.

#### ***Notes issued as Green Bonds or Social Bonds***

None of the Dealers accepts any responsibility for any social, environmental and sustainability assessment of any Notes issued as Green Bonds or Social Bonds or makes any representation or warranty or assurance whether such Notes will meet any investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels. None of the Dealers is responsible for the use of proceeds for any Notes issued as Green Bonds or Social Bonds, nor the impact or monitoring of such use of proceeds. No representation or assurance is given by the Dealers as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Notes issued as Green Bonds or Social Bonds, nor is any such opinion or certification a recommendation by any Dealer to buy, sell or hold any such Notes. In the event any such Notes are, or are intended to be, listed, or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently-labelled segment of a stock exchange or securities market, no representation or assurance is given by the Dealers that such listing or admission will be obtained or maintained for the lifetime of the Notes.

## TABLE OF CONTENTS

GENERAL DESCRIPTION OF THE PROGRAMME .....	8
RISK FACTORS .....	17
RETAIL CASCADES .....	78
DOCUMENTS INCORPORATED BY REFERENCE .....	80
SUPPLEMENT TO THE BASE PROSPECTUS .....	90
TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES .....	91
TERMS AND CONDITIONS OF THE SENIOR NOTES .....	92
TERMS AND CONDITIONS OF THE SUBORDINATED NOTES .....	145
USE OF PROCEEDS .....	205
DESCRIPTION OF THE ISSUER .....	206
RECENT EVENTS .....	207
FORM OF FINAL TERMS OF THE SENIOR NOTES .....	208
FORM OF FINAL TERMS OF THE SUBORDINATED NOTES .....	228
SUBSCRIPTION AND SALE .....	250
GENERAL INFORMATION .....	256
PERSONS RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE PROSPECTUS .....	259

### GENERAL DESCRIPTION OF THE PROGRAMME

*This general description (the "**General Description**") must be read as an introduction to this Base Prospectus and is qualified in its entirety by the remainder of this Base Prospectus.*

*This General Description constitutes a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 as amended. It does not, and is not intended to, constitute a summary of this Base Prospectus within the meaning of Article 7 of the Prospectus Regulation or any implementing regulation thereof.*

*Words and expressions defined under "Terms and Conditions of the Senior Notes" or "Terms and Conditions of the Subordinated Notes" below shall have the same meaning in this General Description of the Programme.*

<b>Issuer:</b>	Électricité de France (the " <b>Issuer</b> ")
<b>Description:</b>	Euro Medium Term Note Programme (the " <b>Programme</b> ")
<b>Programme Limit:</b>	Up to €50,000,000,000 (or the equivalent in other currencies at the date of issue of any Notes) aggregate nominal amount of Notes outstanding at any one time pursuant to the Programme. The size of the Programme may be increased in accordance with the terms of the Dealer Agreement.
<b>Arranger:</b>	BNP Paribas
<b>Dealers:</b>	BNP Paribas, Crédit Agricole Corporate and Investment Bank and Société Générale.  The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint one or more additional dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes. References to " <b>Permanent Dealers</b> " are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and to " <b>Dealers</b> " are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
<b>Fiscal Agent, Paying Agent and Calculation Agent:</b>	Société Générale
<b>Make-Whole Calculation Agent:</b>	Aether Financial Services
<b>Risk Factors:</b>	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. See section "Risk Factors".
<b>Method of Issue:</b>	The Notes may be issued as senior unsecured notes (the " <b>Senior Notes</b> ") or as deeply subordinated notes (the " <b>Subordinated Notes</b> ").



## General Description of the Programme

---

	Notes may be distributed on a syndicated or non-syndicated basis.
<b>Listing and Admission to Trading:</b>	As specified in the relevant Final Terms, a Series of Notes may or may not be listed and admitted to trading on Euronext Paris and/or any Regulated Market or any other stock exchange.
<b>Clearing Systems:</b>	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.
<b>Issuance in Series:</b>	Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue price, the issue date, the amount of the first payment of interest and the nominal amount of the Tranche may be different in respect of different Tranches.
<b>Forms of Notes:</b>	<p>Notes may be issued in either dematerialised form ("<b>Dematerialised Notes</b>") or in materialised form ("<b>Materialised Notes</b>").</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.</p> <p>Materialised Notes will be in bearer materialised form only and may only be issued outside of France. A Temporary Global Certificate in bearer form will be issued initially in respect of each Tranche of Materialised Notes.</p>
<b>Currencies:</b>	Notes may be denominated in any currency or currencies, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.
<b>Status of the Senior Notes:</b>	Senior Notes and, where applicable, any related Coupons, will constitute direct, unconditional, unsubordinated and (subject to the provisions of the Negative Pledge set out in Condition 4 (see below) of the Terms and Conditions of the Senior Notes) unsecured obligations of the Issuer and will rank <i>pari passu</i> without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.
<b>Status of the Subordinated Notes:</b>	<p>The Subordinated Notes are deeply subordinated notes of the Issuer issued pursuant to the provisions of Article L.228-97 of the French <i>Code de commerce</i>.</p> <p>The principal and interest on the Subordinated Notes constitute direct, unconditional, unsecured and deeply subordinated obligations (<i>titres subordonnés de dernier</i></p>

## General Description of the Programme

---

*rang*) of the Issuer and rank and will rank (i) subordinated to present and future *titres participatifs* or *prêts participatifs* issued by or granted to the Issuer, Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer, (ii) *pari passu* among themselves and *pari passu* with all other present and future deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer (including the Parity Securities) and (iii) senior only to the Equity Securities.

**Negative Pledge (Senior Notes):**

So long as any of the Senior Notes remains outstanding, the Issuer has agreed that it will not create or have outstanding any mortgage, charge, pledge or other security interest upon the whole or any part of its undertaking, revenues or assets, present or future, in order to secure any Indebtedness (as defined below), or any guarantee or indemnity in respect of any Indebtedness, without at the same time according to the Senior Notes the same security.

"**Indebtedness**" means any indebtedness of the Issuer which, in each case, is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market).

For the avoidance of doubt, the Indebtedness shall include any obligations of the Issuer under dematerialised debt securities that may be issued from time to time by the Issuer and are traded under a book-entry transfer system.

**Negative Pledge (Subordinated Notes):**

There will be no negative pledge in respect of the Subordinated Notes.

**Issue Price:**

Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue on the basis of the prevailing market conditions.

**Maturities:**

Subject to compliance with all relevant laws, regulations and directives, any maturity from one month from the date of original issue, as specified in the relevant Final Terms. Subordinated Notes may have a specified maturity date or no specified maturity date.

**Redemption Amount:**

The relevant Final Terms will specify the redemption amounts payable in accordance with the Terms and Conditions of the Senior Notes and of the Subordinated Notes. The Issuer may also purchase and, subject to applicable laws and regulations, hold or cancel the Notes so purchased.

**Optional Redemption:**

The Final Terms issued in respect of each issue of the Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part) or, in the case of Senior Notes only, at the option of

## General Description of the Programme

---

the Noteholders and if so the terms applicable to such redemption.

**Make-Whole Redemption by the Issuer:** If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms as applicable, in respect of any Series of Notes, the Issuer will have the option to redeem (i) with respect to Senior Notes, in whole or in part the Senior Notes and (ii) with respect to Subordinated Notes, all (but not some only) of the Subordinated Notes, at their Make-Whole Redemption Amount.

**Residual Maturity Call Option (Senior Notes only):** If a Residual Maturity Call Option is specified in the relevant Final Terms as applicable, in respect of any Series of Notes, the Issuer will have the option to redeem the Senior Notes of such Series, in whole but not in part, at any time as from the Residual Maturity Call Option Date (as specified in the relevant Final Terms), which shall be no earlier than six (6) months before the Maturity Date of the relevant Senior Notes.

**Clean-Up Call Option:** If a Clean-Up Call Option is specified in the relevant Final Terms and if at least 75 per cent. (or any other higher percentage specified in the Final Terms) of the initial aggregate nominal amount of the Notes of the same Series have been redeemed or purchased and, in each case, cancelled, the Issuer may on giving not less than 15 nor more than 30 calendar days' notice to the Noteholders redeem all, but not some only, of the remaining Notes at their principal amount together with any interest accrued to but excluding the date set for redemption (as specified in the relevant Final Terms).

**Early redemption:** The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part, as the case may be) and/or the Noteholders and if so the terms applicable to such redemption, in accordance with the provisions of the Terms and Conditions of the Senior Notes and of the Subordinated Notes.

**Call Option (Subordinated Notes only):** If a Call Option is specified in the relevant Final Terms, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 10 nor more than 60 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the relevant Final Terms), redeem all (but not some only) of the Subordinated Notes on any Optional Redemption Date or any Residual Redemption Period, each as specified in the relevant Final Terms. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon).

**Redemption following an Accounting Event (Subordinated Notes only):** If an Accounting Event occurs after the Issue Date, the Issuer may at its option redeem all the Subordinated Notes (but not some only) on any day from the Accounting Event Adoption Date at the Early Redemption Amount.

**Redemption following a Rating Methodology** If a Rating Methodology Event occurs after the Issue Date, the Issuer may at its option redeem all the Subordinated

## General Description of the Programme

---

<b>Event (Subordinated Notes only):</b>	Notes (but not some only) at any time at the Early Redemption Amount.
<b>Redemption for taxation reasons:</b>	See Condition 6(h) ( <i>Redemption for taxation reasons</i> ) of the Terms and Conditions of the Senior Notes and Condition 6(e) ( <i>Redemption for taxation reasons</i> ) of the Terms and Conditions of the Subordinated Notes.
<b>Interest:</b>	Notes may bear interest or not. Interest (if any) may accrue at a fixed rate or a floating rate.
<b>Fixed Rate Notes:</b>	Fixed interest amounts will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
<b>Floating Rate Notes:</b>	<p>Floating Rate Notes will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"><li>(i) on the same basis as the floating rate under an interest rate swap transaction in the relevant specified currency governed by an agreement incorporating the FBF Definitions published by the <i>Fédération Bancaire Française</i>;</li><li>(ii) on the same basis as the floating rate under an interest rate swap transaction in therelevant specified currency governed by an agreement incorporating the ISDA Definitions published by the International Swaps and Derivatives Association, Inc.; or</li><li>(iii) on the basis of a reference rate appearing on an agreed screen page of a commercial quotation service or on the basis of market quotations,</li></ul> <p>in each case, as adjusted for any applicable margin or any successor or alternative rate. Unless a higher rate is stated in the applicable Final Terms, the minimum rate of interest (including any applicable margin) shall be deemed to be zero.</p>
<b>Benchmark Discontinuation:</b>	In the event that a Benchmark Event occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate (as applicable) specified in the relevant Final Terms, then the Issuer shall use its reasonable endeavours to appoint an independent adviser to determine a successor or an alternative benchmark and/or screen rate (with consequent amendment to the terms of such Series of Notes and the application of an adjustment spread). See Condition 5(c)(iii)(C)(5) " <i>Benchmark discontinuation</i> " of the Terms and Conditions of the Senior Notes and Condition 5(d)(iii)(C)(5) " <i>Benchmark discontinuation</i> " of the Terms and Conditions of the Subordinated Notes for further information.

## General Description of the Programme

---

### Interest (Subordinated only):

### Deferral Notes

If Optional Interest Payments is specified as applicable in the relevant Final Terms, on any Interest Payment Date, in relation to the Subordinated Notes, the Issuer may, at its option, elect to defer payment of all or part of the interest accrued to that date and any failure to pay shall not constitute a default by the Issuer for any purpose.

Any interest not paid on an applicable Interest Payment Date shall constitute "**Arrears of Interest**". Arrears of Interest (including any Additional Interest Amount as defined below) on all outstanding Subordinated Notes shall become due and payable in full on whichever is the earliest of:

- (A) the tenth Business Day following the occurrence of a Compulsory Arrears of Interest Payment Event; or
- (B) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer all or part of the interest accrued in respect of the relevant Interest Period; or
- (C) the date of any redemption of the Subordinated Notes in accordance with the provisions relating to redemption of the Subordinated Notes; or
- (D) the date upon which a judgment is made by a competent court for the voluntary or judicial liquidation of the Issuer (*liquidation amiable or liquidation judiciaire*) or for the sale of the whole of the business (*cession totale de l'entreprise*) following an order of judicial reorganisation (*redressement judiciaire*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Subordinated Notes).

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1343-2 of the French *Code civil*, as if it constituted the principal of the Subordinated Notes at a rate which corresponds to the Interest Rate from time to time applicable to the Subordinated Notes and the amount of such interest (the "**Additional Interest Amount**") with respect to Arrears of Interest shall be due and payable pursuant to this paragraph and shall be calculated by the Calculation Agent applying the Interest Rate to the amount of the Arrear of Interest and otherwise *mutatis mutandis*.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added in accordance with Article 1343-2 of the French *Code civil*, for the purpose only of calculating the Additional Interest Amount accruing thereafter, to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest.

**“Compulsory Arrears of Interest Payment Event”** means:

- (i) a payment in any form (including dividend or other payments as applicable) on any Equity Securities (other than in the form of the issuance (or transfer from treasury) of any Equity Securities) or any Parity Securities having been resolved upon by the shareholders or other competent body of the Issuer or having been made by the Issuer; or
- (ii) the acquisition, repurchase or redemption, either directly or indirectly, of any Equity Securities or any Parity Securities of the Issuer except in cases where, with respect to Equity Securities, such acquisition, repurchase or redemption was:
  - (a) resulting from the hedging of convertible securities of the Issuer, stock options or other employee benefit plans; or
  - (b) made in connection with the satisfaction by the Issuer of its obligations under any existing or future liquidity agreement (*contrat de liquidité*) managed by an investment services provider to repurchase its share capital from such investment services provider,

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities; and in the case of Parity Securities, any repurchase or other acquisition in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Security below its par value.

<b>Zero Coupon Notes (Senior Notes only):</b>	<b>Notes</b>	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.
<b>Fixed/Floating Notes:</b>	<b>Rate</b>	Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date(s) set out in the Final Terms.
<b>Resettable (Subordinated only):</b>	<b>Notes</b>	In respect of Subordinated Notes, Resettable Notes for which the interest rate shall be a fixed interest rate resettable at different reset dates may be issued by the Issuer.

## General Description of the Programme

---

- Denominations:** Notes shall be issued in the specified denomination(s) set out in the relevant Final Terms (the "**Specified Denomination(s)**") subject to compliance with the regulations of the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market, or offered to retail investors, in a Member State of the EEA in circumstances which require the publication of a prospectus under the Prospectus Regulation will be Euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date). Dematerialised Notes shall be issued in one Specified Denomination only.
- Events of Default (Senior Notes only):** There will be events of default in respect of the Notes as further described in Condition 9 (*Events of Default*).
- Enforcement Events, no Events of Default and no Cross Default (Subordinated Notes only):** There will be no events of default nor cross default under the Subordinated Notes.
- However, each Subordinated Note shall become immediately due and payable at its Specified Denomination, together with accrued interest thereon, if any, up to the date of payment, and together with any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgment is made by a competent court for the judicial liquidation of the Issuer (*liquidation judiciaire*) or for the sale of the whole of the business (*cession totale de l'entreprise*) following an order of judicial reorganisation (*redressement judiciaire*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Subordinated Notes).
- Taxation:** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes or Coupons 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, interest or other revenues in respect of any Note or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, 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 exceptions.

## General Description of the Programme

---

<b>Rating:</b>	<p>The Programme has been rated "A3" (senior unsecured) / "Baa3" (junior subordinated) by Moody's France SAS ("<b>Moody's</b>") and "BBB+" (long-term debt) / "BB-" (junior subordinated debt) by S&amp;P Global Ratings Europe Limited ("<b>S&amp;P</b>"). As of the date of this Base Prospectus, the Issuer's long-term and short-term senior debt has been respectively rated (i) "A3" and "P-2" with stable outlook by Moody's, (ii) "BBB+" and "A-2" with stable outlook by S&amp;P and (iii) "A-" and F2 with negative outlook by Fitch Ratings Ireland Limited ("<b>Fitch Ratings</b>").</p>
<b>Governing Law:</b>	<p>The Notes (and, where applicable, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.</p>
<b>Selling Restrictions:</b>	<p>Restrictions may apply to the offer, sale or delivery of Notes and on the distribution of offering material in various jurisdictions. See section "<i>Subscription and Sale</i>" herein.</p>
<b>Use of Proceeds</b>	<p>The net proceeds of the Notes will be used by the Issuer either to (i) meet part of its general financing requirements or (ii) finance or refinance (a) the construction of renewable power generation projects, (b) investments in existing hydropower facilities, (c) investments in energy efficiency and/or (d) investments in biodiversity protection, as further described in the Green Bond Framework of the Issuer, or (iii) finance or refinance, in whole or in part, existing Eligible Projects as set out in the Social Bond Framework of the Issuer, or (iv) finance any other particular identified use of proceeds as stated in the applicable Final Terms.</p> <p>The Issuer's Green Bond Framework and Social Bond Framework have received a second party opinion. See section "<i>Use of Proceeds</i>" herein.</p>
<b>Representation of Noteholders</b>	<p><b>of</b> Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a <i>masse</i> (in each case, the "<b>Masse</b>") and the provisions of Articles L.228-46 <i>et seq.</i> of the French <i>Code de commerce</i> relating to the <i>Masse</i>, as amended and supplemented by the Terms and Conditions, will apply to the Noteholders.</p> <p>The <i>Masse</i> will act in part through a representative (the "<b>Representative</b>") and in part through collective decisions of the Noteholders. 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 the Notes will be the representative of the single <i>Masse</i> of all Tranches in such Series.</p>



## RISK FACTORS

### A. RISK FACTORS RELATING TO THE NOTES

*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.*

*The Issuer believes that the factors described below represent the principal inherent risks in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision*

*In each category below the Issuer sets out first the most material risks (in descending order of importance), taking into account the negative impact of such risks and the probability of their occurrence.*

*Terms defined herein shall have the same meaning as in the "Terms and Conditions of the Senior Notes" or "Terms and Conditions of the Subordinated Notes".*

#### A.1 Risks related to legal issues relating to the Notes

##### **Credit Risk**

An investment in the Notes involves credit risk on the Issuer which depends *inter alia* on the status and the ranking of the Notes (see "(3) Additional risks relating to the Senior Notes - Credit Risk" and to "(4) Additional risks relating to the Subordinated Notes - The Notes are deeply (i.e., lowest ranking) subordinated obligations of the Issuer").

As of the date of this Base Prospectus, the Issuer's long-term and short-term senior debt has been respectively rated (i) "A3" and "P-2" with stable outlook by Moody's, (ii) "BBB+" and "A-2" with stable outlook by S&P and (iii) "A-" and F2 with negative outlook by Fitch. If the creditworthiness of the Issuer deteriorates, the potential impact on the Noteholder could be very high. A deterioration in creditworthiness could give rise to very serious 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 market 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 in any Series, will be grouped automatically for the defence of their common interests in a *Masse*, as defined in Condition 11 (*Representation of Noteholders*). However, under French insolvency laws, holders of debt securities are automatically grouped into a single assembly of holders (the "**Assembly**") in the event of the opening in France of safeguarding proceedings (*procédure de sauvegarde*), accelerated financial safeguarding proceedings (*procédure de sauvegarde financière accélérée*), accelerated safeguarding proceedings (*procédure de sauvegarde accélérée*), or a judicial restructuring (*procédure de redressement judiciaire*) of the Issuer, in order to defend their common interests.

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

The Assembly deliberates on the draft safeguarding plan (*projet de plan de sauvegarde*), draft accelerated financial safeguarding plan (*projet de plan de sauvegarde financière accélérée*), draft accelerated safeguarding proceedings plan (*projet de plan de procédure de sauvegarde*

## Risk Factors

---

*accélérée*), or draft restructuring 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 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 or securities that give or may give access to the 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 expressing a vote). No quorum is required to hold the Assembly.

The provisions relating to the representation of the Noteholders described in Condition 11 (*Representation of Noteholders*) of this Base Prospectus will not be applicable to the extent that they conflict with compulsory insolvency law provisions that apply in these circumstances. In addition, the procedures, as described above or as they may be amended, could have an adverse impact on holders of the Notes seeking repayment in the event that the Issuer or its subsidiaries were to be subject to French insolvency proceedings.

A receiver (*administrateur judiciaire*) is permitted to take into account the existence of voting or subordination agreements entered into by a holder of notes, or the existence of an arrangement providing that a third party will pay the holder's claims, in full or in part, in order to reduce such holder's voting rights within the Assembly. The receiver must disclose the method used to compute such voting rights and the holder, or, as the case may be, the receiver, may dispute such computation before the president of the competent commercial court (*tribunal de commerce*). These provisions could apply to a Noteholder who has entered into a hedging arrangement in relation to the Notes.

Finally, Directive (EU) 2019/1023 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 dated 20 June 2019 (the "**Restructuring Directive**") was implemented under French law by Order (*ordonnance*) n°2021-1193 dated 16 September 2021 and came into force for all insolvency proceedings opened as from 1 October 2021 (although some of Order n°2021-1193 must be completed by the publication of several decrees). The Restructuring Directive as implemented under French law modifies French insolvency laws described above and impact the situation of Noteholders in the event that the Issuer or its subsidiaries were to be subject to the relevant French insolvency proceedings.

More specifically, the Restructuring Directive as implemented under French law is expected to impact the process of adoption of restructuring plans under insolvency proceedings. Creditors (including the Noteholders) will be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes will 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 will be treated in separate classes for the purpose of adopting a restructuring plan. A restructuring plan will 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 at a two-thirds majority of the votes held by the members who cast a vote. 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. Therefore, holders of notes (including the Noteholders) no longer deliberate on the proposed restructuring plan in a separate assembly and accordingly no longer benefit from a specific veto right on this plan. Instead, as any other affected parties, holders of notes (including the Noteholders) are 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.

## **Risk Factors**

---

The commencement of insolvency proceedings against the Issuer, or one or several of the Issuer's subsidiaries, could have a material adverse effect on the market value of Notes issued by the Issuer. Any decisions taken by the Assembly or a class of creditor, as the case may be, could negatively impact the Noteholders and cause them to lose all or part of their investment, should they not be able to recover all or part of the amounts due to them from the Issuer.

### ***Modification of the Terms and Conditions of the Notes***

Condition 11 (*Representation of Noteholders*) contains provisions for calling General Meetings of Noteholders or consulting them by way of consultation in writing to consider matters affecting their interests generally.

The Terms and Conditions permit in certain cases defined majorities to bind all Noteholders including Noteholders which did not attend (or were not represented) and vote at the relevant General Meeting, Noteholders which voted in a manner contrary to the majority and Noteholders who did not respond to, or rejected, a Written Resolution.

Noteholders may through Collective Decisions deliberate on proposals relating to the modification of the Terms and Conditions of the Notes subject to the limitations provided by French law. If a proposal is duly adopted through such a Collective Decision and such modification were to impair or limit the rights of Noteholders, this could have a negative impact on the market value of the Notes.

### **A.2 Risk related to the market generally**

#### ***No active secondary market for the Notes***

Although it may be specified that particular series of Notes are expected to be admitted to trading on Euronext Paris and/or any other Regulated Market in the EEA following the passporting of the Base Prospectus, there is no assurance that any particular Tranche of Notes will be so admitted or that an active trading market will develop. 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. Illiquidity may have an adverse effect on the market value of Notes.

Noteholders may not be able to sell Notes readily or at prices that would enable Noteholders to realise their anticipated yield. This could have a material adverse impact on the Noteholders and, as a result, Noteholders could lose all or part of their investments in the Notes.

#### ***Market value of the Notes***

The relevant Final Terms of a Tranche of Notes will specify the relevant stock exchange where the Notes will be admitted to trading. Application may be made to list and admit any Series of Notes issued hereunder to trading on Euronext Paris and/or on any other Regulated Market or any other stock exchange, as the case may be, following the passporting of this Base Prospectus. Therefore, the market value of the Notes will be affected by the creditworthiness of the Issuer and a number of additional factors, including, but not limited to, the volatility of market interest and yield rates and the time remaining to the maturity date.

The value of the Notes depends on a number of interrelated factors, including economic, financial and political events in France or elsewhere, including factors affecting capital markets generally and the stock exchanges on which the Notes are traded. The price at which a Noteholder will be able to sell the Notes prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder and result in losing all or part of their investment in the Notes.

### ***Exchange rate risks and exchange controls***

The Programme allows for Notes to be issued in a range of currencies. 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 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) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. Such risks generally depend on a number of factors, including financial, economic and political events over which the Issuer has no control. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency-equivalent value of the principal payable on the Notes and (iii) the Investor's Currency-equivalent market value of the Notes.

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. As a result, investors may receive less interest or principal than expected, or no interest or principal.

### **A.3 Risks related to the structure of a particular issue of Notes**

The Programme allows for different types of Notes to be issued. Accordingly, each Tranche of Notes may carry varying risks for potential investors depending on the specific features of such Notes such as, *inter alia*, the provisions for computation of periodic interest payments, if any, redemption and issue price. A description of the most common risks associated with such structures and features is set out below:

#### **(1) Interest Rate Risks**

##### ***Fixed Rate Notes***

Condition 5(b) of the Terms and Conditions of the Senior Notes and of the Terms and Conditions of the Subordinated Notes allow the Issuer to issue Notes that pay a fixed rate of interest ("**Fixed Rate Notes**") to Noteholders. Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the market value of the relevant Notes and potentially decrease the yield. As a consequence, the value on transfer of the Notes would be less than it would otherwise have been. As the market interest rate changes, the market value of the Notes would typically change in the opposite direction. If the market interest rate increases, the market value of the Notes would typically fall, until the yield of such Notes is approximately equal to the market interest rate. If the market interest rate falls, the market value of the Notes would typically increase, until the yield of such Notes is approximately equal to the market interest rate. The degree to which the market interest may vary presents a significant risk to the market value of the relevant Tranche of Notes if the Noteholder were to dispose of the Notes. As a consequence, part of the capital invested by the Noteholder may be lost on any transfer of the Notes, so that the Noteholder in such case would not receive the total amount of the capital invested.

##### ***Floating Rate Notes***

Condition 5(c) of the Terms and Conditions of the Senior Notes and Condition 5(d) of the Terms and Conditions of the Subordinated Notes allow the Issuer to issue Notes that pay a floating rate of interest ("**Floating Rate Notes**") to Noteholders. Investment in Floating Rate Notes comprises (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such reference 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 (3) months or six (6) months) which itself will change in accordance with general market conditions. Accordingly, 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. Therefore, the amount of interest payable by the Issuer may vary and Noteholders may receive no interest. Should the reference rate be at any time

negative, it could, notwithstanding the existence of the relevant margin, result in the actual floating rate, consisting in the reference rate and the relevant margin, being lower than the relevant margin, provided that in no event will the relevant interest amount be less than zero. The interest amount payable on any Interest Payment Date may be different from the amount payable on the initial or previous Interest Payment Date and may negatively impact the return under the Notes and result in a reduced market value of the Notes if a Noteholder were to dispose of its Notes.

In addition, a key difference between Floating Rate Notes and Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definitive yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the relevant Final Terms of a Tranche of Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. As a result, Noteholders may lose all or part of their investments in the Notes and therefore their interests may be significantly negatively altered.

### ***Risks related to Notes which are linked to or referencing to "benchmarks"***

In accordance with Condition 5(c) of the Terms and Conditions of the Senior Notes and 5(d) of the Terms and Conditions of the Subordinated Notes, and where the applicable Final Terms for a Series of Floating Rate Notes or Resettable Notes specify that the Rate of Interest for such Notes will be determined by reference to reference rates or mid-swap rates, which are deemed to be "benchmarks" (including the London Interbank Offered Rate ("**LIBOR**"), the Euro Interbank Offered Rate ("**EURIBOR**") and the Constant Maturity Swap ("**CMS**") rate), 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, to disappear entirely, to be subject to revised calculation methods, 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 or referencing such a "benchmark".

Regulation (EU) 2016/1011, as amended (the "**Benchmarks Regulation**") applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the European Union. Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended ("**EUWA**") among other things, applies to the provision of benchmarks and the use of a benchmark in the United Kingdom ("**UK**").

Among other things, it (i) requires 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 (ii) prevents 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). Similarly, Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority ("**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

Notwithstanding the provisions of Condition 5(c)(iii)(C)(5) (*Benchmark Discontinuation*) of the Terms and Conditions of the Senior Notes and Conditions Condition 5(d)(iii)(C)(5) (*Benchmark Discontinuation*) of the Terms and Conditions of the Subordinated Notes which seek to offset any adverse effects for the Noteholders, the Benchmarks Regulation could have a material impact on any Notes linked to or referencing 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

## Risk Factors

---

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 or national reforms, 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 LIBOR, EURIBOR, SONIA and SOFR): (i) discourage market participants from continuing to administer or contribute to certain benchmarks; (ii) trigger changes in the rules or methodologies used in certain benchmarks or (iii) lead to the disappearance of certain benchmarks. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Floating Rate Notes linked to or referencing a benchmark.

Regulation (EU) 2019/2089 of the European Parliament and of the Council of 27 November 2019 has amended the existing provisions of the Benchmarks Regulation by extending the transitional provisions applicable to critical benchmarks and third-country benchmarks until the end of 2021.

The Benchmarks Regulation was further amended by Regulation (EU) 2021/168 of the European Parliament and of the Council of 10 February 2021 which introduces a harmonised approach to deal with the cessation or wind-down of certain benchmarks by conferring the power to designate a statutory replacement for certain benchmarks on the Commission or the relevant national authority, such replacement being limited to contracts and financial instruments (such as certain Notes issued under the Programme) which contain no fallback provision or no suitable fallback provisions before the date of cessation of the benchmark concerned. For instance, if pursuant to a fallback provision included in the Condition 5(c)(iii)(C)(5) (*Benchmark Discontinuation*) of the Terms and Conditions of the Senior Notes and Condition 5(d)(iii)(C)(5) (*Benchmark Discontinuation*) of the Terms and Conditions of the Subordinated Notes, a benchmark is replaced by another benchmark which no longer reflects or which significantly diverges from the underlying market or the economic reality that the benchmark in cessation is intended to measure, a statutory replacement of such benchmark may be designated. This replacement could have a negative impact on the value or liquidity of, and return on, certain Notes issued under the Programme linked to or referencing such benchmark and may not operate as intended at the relevant time or may perform differently from the discontinued or unavailable benchmark. However, there are still some uncertainties as to the application of these regulatory provisions as implementing acts must still be adopted. In addition, the transitional provisions applicable to third-country benchmarks are extended until the end of 2023. The Commission is empowered to further extend this period until the end of 2025, if necessary.

Investors should be aware that, if a benchmark were discontinued or otherwise unavailable, the rate of interest on Notes which are linked to or referencing such benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes (it being specified that if "Benchmark Replacement" applies, a specific fall-back shall apply - please refer to the risk factor entitled "*The occurrence of a Benchmark Event could have a material adverse effect on the market value of and return on any Notes linked to or referencing such "benchmarks"*" 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, 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, 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 or referencing a "benchmark".

### ***Future discontinuance of LIBOR and other benchmarks may adversely affect the value of Floating Rate Notes***

In accordance with Condition 5(c) of the Terms and Conditions of the Senior Notes and Condition 5(d) of the Terms and Conditions of the Subordinated Notes, the Issuer may issue Floating Rate Notes for which the Rate of Interest will be determined by reference to the LIBOR.

## Risk Factors

---

On 27 July 2017, the Chief Executive of the UK Financial Conduct Authority (the "FCA"), which regulates LIBOR, announced that it does not intend to continue to persuade, or use its powers to compel panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The announcement indicates that the continuation of LIBOR in its current form basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR in future. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

On 5 March 2021, the FCA announced that a large number of LIBOR indices (including one-week and two-month US dollar LIBOR) will be discontinued after 31 December 2021, and that overnight and 12-month US dollar LIBOR will be discontinued after 30 June 2023. The FCA also announced that it would study the possibility of requiring the publication of one-month, three-month and six-month LIBOR after 30 June 2023, based on a "synthetic" methodology (meaning by reference to an authorised rate plus or minus a spread), solely for use in certain existing contracts that have no appropriate alternatives (which are unlikely to include the Notes).

Since the end of the transitional period for the withdrawal of the United Kingdom from the Union on 31 December 2020 under the Agreement on the withdrawal of the United Kingdom of Great Britain and Northern Ireland from the European Union, LIBOR no longer qualifies as a critical benchmark under the Benchmarks Regulation. Accordingly, UK administrators included in the ESMA register of administrators and third-country benchmarks qualify as third country administrators and will be deleted from the ESMA register.

However, under Article 51 of Benchmarks Regulation, an index provider may continue to provide an existing benchmark that has been recognised as a critical benchmark, or an existing benchmark that has been recognised as a critical benchmark may be used for existing and new financial instruments until 31 December 2021. The use in the EU by supervised entities of a third-country benchmark is permitted for financial instruments, financial contracts and measurements of the performance of an investment fund that already reference that benchmark or which add a reference to such benchmark before 31 December 2023. The Commission is empowered to further extend this period until the end of 2025, if necessary.

Investors should be aware that, if LIBOR were discontinued or otherwise unavailable, the rate of interest on Notes which reference LIBOR will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the LIBOR rate is to be determined under the Terms and Conditions of the Senior Notes and of the Subordinated Notes, this may (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations for the LIBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Notes which reference LIBOR.

***The occurrence of a Benchmark Event could have a material adverse effect on the market value of and return on any Notes linked to or referencing such "benchmarks"***

In case of Screen Rate Determination for Notes linked to or referencing a "benchmark" and unless "Benchmark Replacement" is specified in the relevant Final Terms as "Not Applicable", Condition 5(c)(iii)(C)(4) of the Terms and Conditions of the Senior Notes and Condition 5(d)(iii)(C)(4) of the Terms and Conditions of the Subordinated Notes provide for certain fallback arrangements in the event that a Benchmark Event occurs, including if an inter-bank offered rate (such as LIBOR or EURIBOR) or other relevant reference rate (such as CMS Rate or Reset Rates), and/or any page on which such benchmark may be published, becomes 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 permitted lawfully to calculate interest on any Notes by reference to such benchmark under the Benchmarks Regulation or otherwise. Such fallback arrangements include the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Rate, 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

## Risk Factors

---

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 the Notes to ensure the proper operation of the successor or replacement benchmark, all as determined by the Independent Adviser and without the consent of the Noteholders.

In certain circumstances, the ultimate fallback for a particular Interest Period, including where no Successor Rate or Alternative Rate (as applicable) is determined, may be that the rate of interest for such Interest Period be based on the rate which applied for the immediately preceding Interest Period. This ultimate fallback may result in the effective application of fixed rate Notes linked to or referencing a "benchmark". Subject to the right for the Issuer to re-apply, at any time, the provisions regarding the determination of a Successor Rate or Alternative Rate, the effective conversion into fixed rate notes may affect the secondary market and the market value of the Notes as the fixed rate may be lower than the rates 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.

In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

Any such consequences could have a significant adverse effect on the market value of and return on any such Notes.

Moreover, any of the above matters or any other significant change to the setting or existence of any relevant rate could affect the ability of the Issuer to meet its obligations under the Notes linked to or referencing a "benchmark" or could have a material adverse effect on the market value or liquidity of, and the amount payable under, the Notes linked to or referencing a "benchmark". Investors should note that, the Independent Adviser will have discretion to adjust the relevant Successor Rate or Alternative Rate (as applicable) in the circumstances described above. Any such adjustment could have unexpected consequences and there can be no assurance that, due to the particular circumstances of each Noteholder, any such adjustment will be favourable to each Noteholder.

Investors should consider all of these matters when making their investment decision with respect to the relevant Floating Rate Notes linked to or referencing such "benchmarks" because the occurrence of a Benchmark Event could result in the loss of a portion of the principal amount invested in the relevant Floating Rate Notes.

### ***The market continues to develop in relation to risk free rates (including overnight rates) as reference rates for Floating Rate Notes***

Condition 5(c) of the Terms and Conditions of the Senior Notes and of the Terms and Conditions of the Subordinated Notes allow Notes referencing SONIA and SOFR to be issued. Investors should be aware that the market continues to develop in relation to risk free rates, such as SONIA and SOFR, as reference rates in the capital markets for sterling or U.S. dollar bonds, as applicable, and their adoption as alternatives to the relevant interbank offered rates. The market or a significant part thereof may adopt an application of risk free rates that differs significantly from that set out in the Conditions and used in relation to Floating Rate Notes that reference a risk free rate issued under this Base Prospectus. The Issuer may in the future issue notes referencing SONIA or SOFR in a way that differs materially in terms of interest determination when compared with any previous notes issued by the Issuer referencing SONIA or SOFR.

The nascent development of the use of SONIA or, SOFR as interest reference rates for bond markets, as well as continued development of SONIA- or SOFR-based rates for such markets and of the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

Interest on Notes which reference a risk free rate is only capable of being determined shortly prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference



## Risk Factors

---

such risk free rates to reliably estimate the amount of interest which will be payable on such Notes.

Any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes. Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes

### ***Fixed to Floating Rate Notes***

Condition 5(e) of the Terms and Conditions of the Senior Notes and of the Terms and Conditions of the Subordinated Notes allow 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/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such 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/ 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. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes. It is difficult to anticipate future market volatility in interest rates, but any such volatility may have a significant adverse effect on the market value of the Notes.

Investors should also refer to the risk factors "Fixed Rate Notes" and "Floating Rate Notes" above.

### ***Notes issued at a substantial discount or premium***

The relevant Final Terms of a Tranche of Notes will specify the relevant issue price. The market values of Notes issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the Notes, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities. Therefore, holders of Notes issued at a substantial discount or premium could be exposed to greater losses on their investment than holders of conventional interest-bearing securities.

## **(2) *Early redemption***

### ***Early redemption risk***

The Issuer has the option to redeem, in whole or in part (as applicable), the Senior Notes:

- under a call option as provided in Condition 6(b) of the Terms and Conditions of the Senior Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- under a make-whole call option as provided in Condition 6(c) of the Terms and Conditions of the Senior Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- under a residual maturity call option as provided in Condition 6(e) of the Terms and Conditions of the Senior Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- under a clean-up call option as provided in Condition 6(f) of the Terms and Conditions of the Senior Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- if it will become unlawful for the Issuer to perform or comply with one or more obligations under the Senior Notes by reason of any change in French law or published regulations, as provided in Condition 6(k) of the Terms and Conditions of the Senior Notes.

## **Risk Factors**

---

The Issuer has also the option to redeem all (but not some only) of the Subordinated Notes:

- under an optional redemption as provided in Condition 6(b) of the Terms and Conditions of the Subordinated Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- under a make-whole call option as provided in Condition 6(c) of the Terms and Conditions of the Subordinated Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- under a clean-up call option as provided in Condition 6(d) of the Terms and Conditions of the Subordinated Notes if, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- if an Accounting Event occurs as provided in Condition 6(f) of the Terms and Conditions of the Subordinated Notes and, in the case of any particular Tranche of Notes, the relevant Final Terms so specify; or
- if an Rating Methodology Event occurs as provided in Condition 6(g) of the Terms and Conditions of the Subordinated Notes and, in the case of any particular Tranche of Notes, the relevant Final Terms so specify.

In the event the Issuer redeems the Notes as described above, if the market interest rates decrease, the risk to Noteholders that the Issuer will exercise its right of redemption 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. An investor generally may not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. During any period when the Issuer may elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

In particular, with respect to the clean-up call option, there is no obligation under the Terms and Conditions of the Senior Notes and of the Subordinated Notes for the Issuer to inform investors and the Noteholders if and when the threshold of 75% (or any other higher percentage as may be specified in the relevant Final Terms) of the initial aggregate principal amount of the Notes of a particular Series of Notes purchased or redeemed 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.

### ***Redemption for taxation reasons***

The Issuer may and, in certain circumstances shall, redeem all of the Notes then outstanding under Condition 6(h) of the Terms and Conditions of the Senior Notes and Condition 6(e) of the Terms and Conditions of the Subordinated Notes, upon the occurrence of a Tax Gross-up Event, a Withholding Tax Event and, in the event of Subordinated Notes, a Tax Deductibility Event. As a consequence, investors that choose to reinvest monies they receive through an early redemption may not be able to do so at the same yield than the redeemed Notes.

### **(3) *Additional risks relating to the Senior Notes***

#### ***Credit Risk***

An investment in the Senior Notes involves credit risk on the Issuer. As contemplated in Condition 3 (*Status of the Notes*), the Senior Notes constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer, benefiting from no direct recourse to any assets or guarantees. The value of the Senior Notes will depend on the creditworthiness of the Issuer.

#### **Zero Coupon Notes**

## Risk Factors

---

The Terms and Conditions of the Senior Notes allow the Issuer to issue Zero Coupon Notes (see Condition 5(d) (*Zero Coupon Notes*)). Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary Notes because the discounted issue prices are substantially below par. 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.

### ***Risks related to partial redemption by the Issuer of the Senior Notes***

The Call Option as provided in Condition 6(b) and the Make-Whole Redemption as provided in Condition 6(c) of the Terms and Conditions of the Senior Notes are exercisable in whole or in part. If the Issuer decides to redeem the Senior Notes in part, such partial redemption shall be effected by reducing the nominal amount of all such Senior Notes in proportion to the aggregate nominal amount redeemed. The exercise of such options by the Issuer in respect of certain Senior Notes may affect the liquidity of the Senior Notes of the same Series in respect of which such option is not exercised. Depending on the proportion of the principal amount of all of the Senior Notes so reduced, any trading market in respect of those Senior Notes in respect of which such option is not exercised may become illiquid.

### ***Risk related to the exercise of the Put Option by the Noteholders***

Condition 6(d) of the Terms and Conditions of the Senior Notes allows the Noteholders to exercise the Put Option with respect to a Series of Senior Notes. Depending on the number of Senior Notes of the same Series in respect of which such option is exercised, any trading market in respect of those Senior Notes in respect of which such option is not exercised may become illiquid.

### **Risks Relating to Renminbi-denominated Notes**

Senior Notes denominated in RMB ("**RMB Notes**") may be issued under the Programme. RMB Notes contain particular risks for potential investors, including the following:

***Renminbi is not freely convertible; there are significant restrictions on the remittance of Renminbi into and out of the PRC; there is only limited availability of Renminbi outside the PRC; each of which may affect the liquidity of the RMB Notes and the Issuer's ability to source Renminbi out of the PRC to service RMB Notes.***

The applicable Final Terms in relation to any Series of Notes may specify that the Senior Notes are denominated in Renminbi. 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.

#### **(4) Additional risks relating to the Subordinated Notes**

***The Subordinated Notes are deeply (i.e., lowest ranking) subordinated obligations of the Issuer and Noteholders of Subordinated Notes face a significantly higher performance risk than holders of unsubordinated and ordinary subordinated obligations of the Issuer (such as the Senior Notes)***

Pursuant to Condition 3(a) (*Deeply Subordinated Notes*) of the Terms and Conditions of the Subordinated Notes, the principal and interest on the Subordinated Notes constitute direct, unconditional, unsecured and deeply subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank (i) subordinated to present and future *titres participatifs* or *prêts participatifs* issued by or granted to the Issuer, Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer, (ii) *pari passu* among themselves and *pari passu* with all other present and future deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer (including the Parity Securities) and (iii) senior only to the Equity Securities. As at 30 June 2021, the Group current and non-current financial liabilities represented €77,551 million and was unsecured, ranking senior to the Subordinated Notes. As at 30 June 2021, the Issuer's perpetual subordinated bonds carried in equity amounted to €12,525 million, ranking *pari passu* with the Subordinated Notes.

Condition 3(b) (*Payment on the Notes in the event of the liquidation of the Issuer*) of the Terms and Conditions of the Subordinated Notes provides that in the event of any judgment rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer, or in the event of a transfer of the whole of the business of the Issuer (*cession totale de l'entreprise*) subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or if the Issuer is liquidated for any other reason, the rights of Noteholders to payment under the Subordinated Notes will be subordinated to the full payment of the unsubordinated creditors under the Issuer's Unsubordinated Obligations, of the ordinary subordinated creditors under the Issuer's Ordinary Subordinated Obligations and, of lenders in relation to *titres participatifs* or *prêts participatifs* issued by or to be issued by or granted to or to be granted to the Issuer, if and to the extent that there is still cash available for those payments.

Thus, the Noteholders face a significantly higher performance risk than holders of unsubordinated and ordinary subordinated obligations of the Issuer (such as the Senior Notes) which could result in (i) a loss of all or a part of a Noteholder's investment in the event of a liquidation and (ii) more volatility in the market value of the Subordinated Notes as compared to senior obligations issued by the Issuer. In the event of liquidation of the Issuer, the Subordinated Notes shall rank in priority only to any payment to holders of Equity Securities. In the event of incomplete payment of creditors ranking senior to the Noteholders, the obligations of the Issuer and the respective Noteholders' interests will be terminated which could result in a loss of all or a part of a Noteholder's investment.

***No limitation on issuing or guaranteeing debt ranking senior to, or pari passu with, the Subordinated Notes.***

Condition 4 (*Negative Pledge*) of the Terms and Conditions of the Subordinated Notes provides that there will be no negative pledge in respect of the Subordinated Notes. In addition, there are no restrictions in the Terms and Conditions of the Subordinated Notes on the amount of debt

which the Issuer may issue or guarantee. The Issuer, and its subsidiaries and affiliates, may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* with, or senior in priority of payment to, the Subordinated Notes. An increase of the outstanding amount of such securities or other liabilities may if such outstanding amount were to exceed the assets of the Issuer materially reduce the amount (if any) recoverable by Noteholders on a winding-up of the Issuer and Noteholders could suffer loss of their entire investment if the Issuer were to be liquidated (whether voluntarily or not). If the amount of interests due under such securities or other liabilities increases it significantly increase the likelihood of a deferral of interest payments under the Subordinated Notes and as a result Noteholders could suffer a significant reduction in the return of the Subordinated Notes.

### ***The Subordinated Notes may be undated securities.***

Pursuant to Condition 6(a) (*Final Redemption*), the Subordinated Notes may be undated securities, with no specified maturity date. Subject to any early redemption described in this Base Prospectus, the Issuer is under no obligation to redeem or repurchase the Subordinated Notes at any time, and the Noteholders have no right to require redemption of the Subordinated Notes. Noteholders should not expect the Issuer to redeem or repurchase the Subordinated Notes and the Issuer may only redeem or repurchase the Subordinated Notes if it is in its interest to do so and may choose to redeem or repurchase other securities in priority to the Subordinated Notes. In this regard, the Issuer may take into account various factors, including market conditions, benefits afforded by the Subordinated Notes and the relative cost of refinancing the Subordinated Notes at the relevant time. Any decision to redeem the Subordinated Notes will be taken at the Issuer's entire discretion. Therefore, Noteholders may bear a material financial risks of an investment in the Subordinated Notes for an indefinite period of time and may not recover their investment in a foreseeable future. The only means through which a Noteholder can realise value from the Subordinated Notes prior to an early redemption is to sell them at their then market value in an available secondary market. As a result, in the absence of a secondary market for the Subordinated Notes, a Noteholder may not recover all or part of their investment in the foreseeable future. Therefore the principal amount of the Subordinated Notes may not be repaid and Noteholders may lose the value of their capital investment in the Subordinated Notes.

### ***The Issuer can defer interest payments on the Subordinated Notes.***

As provided by Condition 5(k)(i) (*Optional Interest Payment*) of the Terms and Conditions of the Subordinated Notes, on any applicable Interest Payment Date, the Issuer may elect to defer payment of all or part of the interest accrued on the Subordinated Notes to that date, and the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose. Any interest not paid on an Interest Payment Date and deferred shall, so long as the same remains outstanding, constitute Arrears of Interest and shall be payable as provided in Condition 5(k)(ii) (*Compulsory Payment of Arrears of Interest*).

Arrears of Interest (together with any Additional Interest Amount) in respect of all Subordinated Notes for the time being outstanding shall become due and payable in whole, but not in part, on whichever is the earliest of:

- (i) the tenth Business Day following the occurrence of a Compulsory Arrears of Interest Payment Event; or
- (ii) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer all or part of the interest accrued in respect of the relevant Interest Period; or
- (iii) the date of any redemption of the Subordinated Notes in accordance with the provisions relating to redemption of the Subordinated Notes; or
- (iv) the date upon which a judgment is made by a competent court for the voluntary or judicial liquidation of the Issuer (*liquidation amiable* or *liquidation judiciaire*) or for the sale of the whole of the business (*cession totale de l'entreprise*) following an order of judicial reorganisation (*redressement judiciaire*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and

## Risk Factors

---

where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Subordinated Notes).

Any deferral of interest payments or the perception that the Issuer will exercise its optional deferral right would have a significant adverse effect on the market value of the Subordinated Notes. In addition, as a result of such interest deferral provisions, the market value of the Subordinated Notes may be more volatile than the market value of other debt securities on which interest accrues that are not subject to such interest deferral provisions. As a result, the market value of the Subordinated Notes may be more sensitive generally to adverse changes in the Issuer and/or the Group's financial condition and Noteholders may receive less interest than initially anticipated or at a later date than initially anticipated. As a result, the market value of the Subordinated Notes or liquidity on the secondary market may be materially and negatively affected.

The Subordinated Notes may trade, and/or the prices for the Subordinated Notes may appear, in trading systems with accrued interest. Purchasers of Subordinated Notes in the secondary market may pay a price which reflects such accrued interest on purchase of the Subordinated Notes. If one or several interest payments are deferred, a purchaser of Subordinated Notes in the secondary market may not be entitled to the accrued interest (or part thereof) reflected in the purchase price of the Subordinated Notes, which would cause the relevant Noteholders to lose all or part of the value of their investment in the Subordinated Notes.

### ***There are no events of default or cross default under the Subordinated Notes.***

Unlike unsubordinated debt securities (such as the Senior Notes), the Terms and Conditions of the Subordinated Notes do not provide for events of default or cross default allowing acceleration of the Subordinated Notes upon occurrence of certain events (as provided by Condition 9 (*Enforcement events, no events of default and no cross default*)) of the Terms and Conditions of the Subordinated Notes. Accordingly, if the Issuer fails to meet any obligations under the Subordinated Notes, including the payment of any interest, or default on other of its outstanding indebtedness, Noteholders will have no right to cause the acceleration of the principal of the Subordinated Notes. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Subordinated Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it, therefore, Noteholders may lose all or part of their investment. As a result, the market value of the Subordinated Notes or liquidity on the secondary market may be negatively affected.

### ***Changes in equity credit criteria may lead to the early redemption of the Subordinated Notes.***

Credit ratings may be assigned to the Subordinated Notes. Each relevant rating agency may change its methodologies for rating securities with features similar to the Subordinated Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and/or ratings assigned to an issuer on a standalone basis (which reflect the Issuer's credit profile without factoring in any potential support from the State) and ratings assigned to securities with features similar to the Subordinated Notes, sometimes called "notching." If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Subordinated Notes were to be subsequently lowered, this may have a negative impact on the trading price of the Subordinated Notes.

If an amendment, clarification or change in the equity credit criteria of the relevant rating agency of equivalent international standing solicited by the Issuer to grant a corporate credit rating to the Issuer or to the Subordinated Notes, results in a lower equity credit for any or all of the Subordinated Notes than the then respective equity credit assigned to the Subordinated Notes on the Issue Date, or (i) if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time, or (ii) if the Subordinated Notes have been partially or fully refinanced since the Issue Date and are no longer eligible for "equity credit" from such rating agency in part or in full as a result, any or all of the Subordinated Notes would no longer have been eligible as a result of such amendment to, clarification of or, change in the assessment criteria or in the interpretation thereof had they not been re-financed, the Issuer may, at its option,

redeem all of the Subordinated Notes (but not some only), as set forth under Condition 6(h) (*Optional Redemption due to Rating Methodology Event*) of the Terms and Conditions of the Subordinated Notes if Redemption following a Rating Methodology Event is specified as applicable in the relevant Final Terms. The redemption of the Subordinated Notes by the Issuer or the perception that the Issuer will exercise its optional redemption right might negatively affect the market value of the Subordinated Notes. During any period when the Issuer may elect to redeem the Subordinated Notes, the market value of the Subordinated Notes generally will not rise substantially above the price at which they can be redeemed. Should the Subordinated Notes at such time be trading above or well above the price set for redemption, the negative impact on the Noteholders' anticipated returns would be significant.

### ***The IFRS accounting classification of financial instruments may change***

The current IFRS accounting classification of financial instruments such as the Subordinated Notes may change, which may result in the occurrence of an Accounting Event in accordance with Condition 6(g) (*Optional Redemption due to Accounting Event*) and as specified in the relevant Final Terms. The classification of Subordinated Notes initially as equity may be changed to liability or alternatively the classification of Subordinated Notes initially as liability may change to equity. Either such initial classification may be specified in the relevant Final Terms.

For example, in June 2018, the IASB (International Accounting Standards Board) published the DP/2018/1 Paper. The IASB Board decided to move the project to its standard-setting programme at the December 2020 Board meeting. The next milestone is to produce an exposure draft. While the final timing and outcome are uncertain, if the proposals set out in the DP/2018/1 Paper (as may be amended) are implemented, the current IFRS accounting classification of financial instruments such as certain of the Subordinated Notes as equity instruments may change to a classification as liability.

The implementation of any of the proposals set out in the DP/2018/1 Paper or any other similar such proposals that may be made in the future, including the extent and timing of any such implementation, if at all, is uncertain. Accordingly, the future classification of the Subordinated Notes may vary from an accounting perspective and such change may result in the occurrence of an Accounting Event, thereby providing the Issuer with the option to redeem the Subordinated Notes pursuant to the Terms and Conditions of the Subordinated Notes if Redemption following an Accounting Event is specified as applicable in the relevant Final Terms.

The redemption of the Subordinated Notes by the Issuer or the perception that the Issuer will exercise its optional redemption right might negatively affect the market value of the Subordinated Notes. During any period when the Issuer may elect to redeem the Subordinated Notes, the market value of the Subordinated Notes generally will not rise substantially above the price at which they can be redeemed. Should the Subordinated Notes at such time be trading above or well above the price set for redemption, the negative impact on the Noteholders' anticipated returns would be significant.

### ***The Terms and Conditions of the Subordinated Notes contain a prohibition of set-off***

In accordance with Condition 3(c) (*Prohibition of set-off*) of the Terms and Conditions of the Subordinated Notes, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Subordinated Notes and each Noteholder will be deemed to have waived all such rights of set-off, compensation or retention, subject to applicable law. As a result, a Noteholder which is also a debtor of the Issuer cannot set-off its payment obligation against any sum due to it by the Issuer under the Subordinated Notes. This prohibition of set-off could therefore have an adverse impact on the counterparty risk for a Noteholder in the event that the Issuer were to become insolvent.

### ***The reset of the rate of interest applicable to Resettable Notes may significantly affect the secondary market for and the market value of such Resettable Notes***

Condition 5(b) of the Terms and Conditions of the Subordinated Notes allows for Resettable Notes to be issued. In the case of any Series of Resettable Notes, the rate of interest on such Resettable

Notes will be reset by reference to the then prevailing Reset Rate, such as the Mid-Swap Rate, the GBP Reference Rate or the CMT Rate, as adjusted for any applicable margin, on the reset dates specified in the relevant Final Terms. The reset of the rate of interest in accordance with such provisions may significantly affect the secondary market for and the market value of such Resettable Notes. Following any such reset of the rate of interest applicable to the Resettable Notes, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest on the relevant Resettable Notes may be lower than the Initial Rate of Interest, the First Reset Rate of Interest and/or any previous Subsequent Reset Rate of Interest. A Noteholder of Resettable Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income and may be significantly impacted by such fluctuations.

### ***A.4 Risks relating to the use of the net proceeds of the issue of the Notes***

#### ***Notes issued with a specific use of proceeds (i.e. Green Bonds and Social Bonds)***

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to issue "green bonds" or "social bonds" and apply an amount equal to the net proceeds of the issue to finance and/or refinance, in whole or in part, new or existing projects from any of the Green Eligible Projects (such Notes being "**Green Bonds**") or from any of the Social Eligible Projects (such Notes being "**Social Bonds**"), as defined in the "Use of Proceeds" section of this Base Prospectus and of the relevant Final Terms.

There is currently no established definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green", "social", "sustainable" or an equivalently-labelled project. A basis for the determination of such a definition has been established in the European Union with the adoption on 18 June 2020 of Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment by the Council and the European Parliament (the "**Taxonomy Regulation**"). The Taxonomy Regulation establishes a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable. A first delegated act establishing the technical screening criteria for determining the conditions under which an economic activity qualifies as contributing substantially to climate change mitigation or climate change adaptation and for determining whether that economic activity causes no significant harm to any of the other environmental was published on 21 April 2021 and formally adopted on 4 June 2021. However, the Taxonomy Regulation remains subject to further development.

As a result, alignment of the financing of Green Eligible Projects or Social Eligible Projects with the Taxonomy Regulation is not certain. Furthermore, any project included in the Green Bond Framework or the Social Bond Framework (as defined in the "Use of Proceeds" section of this Base Prospectus) may not meet any or all investor expectations regarding such "green", "social", "sustainable" or other equivalently-labelled performance objectives or any adverse environmental and/or other impacts may occur during the implementation of any project included in the Framework.

The use of the proceeds for any projects included in the Green Eligible Projects and/or Social Eligible Projects may not satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable laws or regulations or by its own by-laws or other governing rules or investment portfolio mandates.

The second party opinion provided by Vigeo Eiris in respect of the Green Bond Framework and Standard & Poor's in respect of the Social Bond Framework or any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Notes and in particular with any Green Eligible Projects and/or any Social Eligible Projects to fulfil any environmental, sustainability, social and/or other criteria may not be suitable for Noteholders' purposes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "social", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), the criteria for any such listings or admission to trading may vary from



one stock exchange or securities market to another. Any such listing or admission to trading may not be obtained in respect of any such Notes or, if obtained, any such listing or admission to trading may not be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the proceeds of the Green Bonds or Social Bonds in, or substantially in, the manner described in the relevant Final Terms, the relevant project(s) or use(s) the subject of, or related to, any Green Eligible Projects and/or Social Eligible Projects may not be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and, accordingly, such proceeds may not be totally or partially disbursed for such projects, and such projects may not be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes.

Any such event or failure and/or withdrawal of any opinion or certification may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance such projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose and, consequently, Noteholders could be adversely affected.

### **B. RISK FACTORS RELATING TO THE ISSUER**

The EDF Group operates in a fast-changing environment that entails numerous risks of various kinds: they may be strategic or operational; some are exogenous, others are endogenous and inherent to the EDF Group's business lines. Their consequences may be manifold and may affect the EDF Group's operating results, the EDF Group's financial position and its ability to finance its strategy or development, affect its internal or external stakeholders or environment, or impact its reputation.

The EDF Group describes hereinafter the specific risks to which it considers itself exposed. The principle of specificity leads us to describe in this section only those risks for which the specificity of the EDF Group is a key factor. For risks that are not specific to the EDF Group, the absence of a risk description in this section does not exclude the EDF Group from taking the risk into account.

#### **Risks are divided into the five following categories:**

- "Market regulation, political and legal risks" describes the risks related to changes in public policy and regulation in the countries and territories where the EDF Group operates, as well as the legal risks to which the EDF Group is exposed;
- "Financial and market risks" describes the risks arising from exposure to the energy markets in which the EDF Group operates, as well as risks related to changes in the financial markets and the reliability of related information;
- "Group transformation and strategic risks" describes the risks related to the EDF Group's ability to adapt, particularly in terms of strategy and skills, in response to the needs for transformation brought about by climate change, new competition, and technological and societal changes;
- "Operational performance" describes the risks related to the control of the EDF Group's operating activities across its various industrial activities and projects, including EPR, services and sales. In particular, this section describes the risk to the EDF Group relating to current and/or future EPR projects, which is a major risk; and
- "Specific risks related to nuclear activities" supplements the category "Operational performance" for the EDF Group's nuclear-related activities, which entails additional risk factors and special provisions, particularly in view of the primary requirements of nuclear safety and the very long-term capital-intensive nature of nuclear activity.

## Risk Factors

---

The risks are outlined in detail in each of the relevant sections for their respective category. They are numbered to make it easier to connect the table with the graph and the detailed descriptions that follow.

**The economic disruptions caused by the Covid health crisis** led to a drop in demand for electricity in 2020 and had a significant impact on many of the EDF Group's activities, most notably nuclear production, construction sites (construction of major projects and maintenance of nuclear power plants) and service activities. This health crisis will continue to affect the EDF Group's performance in 2021 and beyond. Its impact on the EDF Group's risks is specified in the presentation of each of the risks concerned. The main impacts are as follows:

- disruption of industrial supply chains for products or equipment from countries affected by the epidemic (risk 4E);
- health impacts on the activity of the EDF Group's employees and service providers (risk 4C);
- disruption of the running of the EDF Group's operations, construction sites and major projects in the event of restrictions likely to affect business continuity (risk 4A) and possibly the level of production, particularly in the event of an impact on nuclear unit shutdowns (risk 5A);
- Covid impact effects on demand and the weakening of the economy (unpaid and uncollectable amounts) (3A);
- impact of a possible slowdown in economic activity with regard to the price of raw materials and electricity on the wholesale markets, as well as on the level of demand for electricity or counterparty risks (risks 2C and 2E);
- impact of a disruption in the financial markets through a decrease in the valuation of the portfolio of dedicated assets or pension assets affecting the EDF Group's financial results and the coverage rate of nuclear provisions, and impact of a decrease in interest rates on the calculation of the amount of nuclear provisions and provisions for employee benefits.

These impacts could be accentuated if the crisis were to continue.

**All the risks identified have been selected because they are significant** in terms of the materiality of their estimated impact on the EDF Group. In addition, they are prioritised based on a qualitative assessment of their criticality, taking into account simultaneously the significance of the potential impact for the EDF Group, the probability of their occurrence and the level of control, in light of the actions undertaken. This prioritisation produces a three-level scale for all risks: the criticality can be considered strong, intermediate or moderate. The categories are not hierarchically arranged, but the risks are compared with each other, which is reflected in their level of criticality.

**As a general rule, the scope of exposure** is France, Belgium, Italy, the United Kingdom and all countries in which the EDF Group is present. Where the scope of exposure is more restrictive, it is specified in the table and in the risk description.

Exposure to risk may vary according to duration. The potential impact of these risks may produce effects at very different time horizons, ranging from very short term (less than a year), to medium term (up to a few years) to very long term (up to several decades or more, given the nature of the relevant industrial activities which may span centuries).

EDF GROUP'S SPECIFIC RISKS

<p><b>1.</b> Market regulation, political and legal risks</p>	<p><b>2.</b> Financial and market risks</p>	<p><b>4.</b> Operational performance</p>
<ul style="list-style-type: none"> <li>• 1A – Public policy developments in France and Europe</li> <li>• 1B – Changes in the regulatory environment (ARENH, regulated sales tariffs, environmental legislation, and SNBC national low carbon strategy)</li> </ul>	<ul style="list-style-type: none"> <li>• 2A – Interest rate risk</li> <li>• 2B – Financial markets risk</li> <li>• 2C – Energy market risk</li> </ul>	<ul style="list-style-type: none"> <li>• 4A – Management of large and complex industrial projects (including EPR projects)</li> </ul>
<ul style="list-style-type: none"> <li>• 1C – Evolution of the regulatory framework for hydraulic concessions***</li> <li>• 1D – Evolution of the regulatory framework for electricity distribution concessions ***</li> </ul>	<ul style="list-style-type: none"> <li>• 2D – Exchange rate risk</li> <li>• 2E – Counterparty risk</li> <li>• 2F – Access to liquidity risk</li> </ul>	<ul style="list-style-type: none"> <li>• 4B – Hydraulic safety violations</li> <li>• 4C – Occupational health or safety violations (employees and service providers)</li> <li>• 4D – Attacks against assets, including cyberattacks</li> <li>• 4E – Operational continuity of supply chains and contractual relationships</li> </ul>
<ul style="list-style-type: none"> <li>• 1E – Ethics or Compliance violations</li> <li>• 1F – Legal litigation risk</li> <li>• 1G – Insufficient compensation for missions of general interest*</li> </ul>	<p><b>3.</b> Group transformation and strategic risks</p>	<ul style="list-style-type: none"> <li>• 4F – Risk of a blackout or supply/demand imbalance</li> <li>• 4G – Industrial safety and impact on environmental assets, including biodiversity</li> </ul>
<ul style="list-style-type: none"> <li>• 3A – Transformation capacity in the face of disruptions</li> <li>• 3B – Adaptation to climate change: physical and transition risks</li> <li>• 3C – Adaptation of employees' skills</li> <li>• 3D – Ability to ensure long-term social commitments</li> </ul>	<p><b>5.</b> Specific risks related to nuclear activities</p>	<ul style="list-style-type: none"> <li>• 5A – Failure to comply with the objectives (i) in terms of operation and/or (ii) in terms of extending the operating life of nuclear power plants (France and United Kingdom) **</li> </ul>
<p>Caption</p>	<ul style="list-style-type: none"> <li>• 5B – Control of radioactive waste treatment and decommissioning of nuclear facilities, and ability to meet related commitments ***</li> <li>• 5C – Nuclear safety risks during operation resulting from nuclear civil liability **</li> <li>• 5D – Control of the fuel cycle **</li> </ul>	
<ul style="list-style-type: none"> <li>• Strong criticality</li> </ul>		
<ul style="list-style-type: none"> <li>• Intermediate criticality</li> </ul>		
<ul style="list-style-type: none"> <li>• Moderate criticality</li> </ul>		
<p>Main scope of exposure, France, Europe and International, except for specific notes          * France          ** France and United Kingdom          *** France and Italy</p>		

MARKET REGULATION, POLITICAL AND LEGAL RISKS

1A: Public policy developments in France and Europe.

Changes in public energy policies and the political framework of market regulation in the countries where the Group operates, such as the energy-climate act or the Multi-year Energy Programme (PPE) in France, or the "Green deal" in Europe, are likely to lead to profound changes in the Group's governance or business portfolio. These could hinder the Group's development in relation to its competitors or undermine its ability to meet its commitment to climate protection.

Criticality in view of the control actions undertaken: Strong.

By decree of 21 April 2020, the French government adopted the Multiannual Energy Programming (PPE) which sets out the government's priorities for action in the field of energy for the continental metropolis for the period 2019-2028.

In particular, in this context:

- the French Government has confirmed the objective of diversifying the electricity mix and reducing nuclear power to 50% of electricity production in France by 2035: to reduce nuclear power to 50% of the energy mix, 14 reactors should be shut down by 2035 (including the two at Fessenheim). This would represent a quarter of the reactors currently operating in France. At the request of the French government, EDF offered to study the shutdown of reactor pairs at the Blayais, Bugey, Chinon, Cruas, Dampierre, Gravelines and Tricastin sites. It will ultimately be up to the government to identify which sites have priority. It could therefore be decided to shut down one or more reactors in the EDF fleet prematurely, not as a result of an industrial choice but as a result of the application of the Multi-year Energy Programme (PPE). Such decisions should lead to EDF being

compensated for the harm suffered, as reiterated by the French Constitutional Council in a decision of 13 August 2015;

- in this respect, with regard to the Fessenheim nuclear power plant, on 27 September 2019, EDF sent the Minister responsible for ecological and solidarity transition and the Nuclear Safety Authority the declaration of permanent shutdown of the two reactors of the Fessenheim nuclear power plant, and, on 30 September 2019 a request to terminate the authorisation to operate such plant. The submission of this request and declaration follows the signing, on 27 September 2019, by the French State and EDF, of the protocol governing the State's indemnification of EDF for the early closure of the Fessenheim power plant. In accordance with the Decree of 18 February 2020 repealing this authorisation, reactors no. 1 and no. 2 were definitively shut down on 22 February 2020 and 30 June of the same year, respectively. Decommissioning operations will only begin once the decree stipulating decommissioning operations has been issued by the French Minister in charge of nuclear safety.

**The Energy-Climate Act was enacted on 8 November 2019.** It specifies the key points of the energy and ecological transition policy in France and updates the objectives set by the energy transition act for green growth. In particular:

- in terms of energy mix, the Act ratifies the postponement to 2035 of the deadline for reducing the share of nuclear power in electricity production to 50%. The Act also raises the fossil fuel consumption reduction target from 30 to 40% by 2030 (compared to 2012), and plans to achieve carbon neutrality by 2050 by dividing greenhouse gas emissions by a factor of more than six;
- it sets up a scheme to limit from 1 January 2022 the level of CO<sub>2</sub> emissions from installations generating electricity from fossil fuels, with the aim of closing down coal-fired power stations by 2022;
- in addition, the Act changes the ARENH system in two ways: it raises the "ARENH ceiling" from 100 to 150TWh as of 1 January 2020 to allow the French government to increase the maximum overall volume of electricity that EDF transfers to alternative suppliers by decree to 150TWh. The Act also authorises the French government to revise the price of ARENH. In its decision of 7 November 2019, the French *Conseil constitutionnel* (Constitutional Council) made the legality of such a decree conditional on sufficient consideration of "the economic conditions governing the generation of electricity by nuclear power plants". However, the French government had not implemented these possibilities by the end of 2020.

The Act also specifies the procedure concerning the Strategic Business Plan (PSE), which will have to cover both periods of the Multi-year Energy Programme (PPE), be made public (with the exception of information relating to business secrecy), and present the accompanying measures put in place for employees as a result of the closure of nuclear or thermal power stations. In the event that the PSE is incompatible with the PPE, the act provides for a formal notice followed, if necessary, by sanctions.

**The European legal framework**, which notably organises the liberalisation of the energy sector and climate and energy policies, underwent significant changes in 2019 with the finalisation of the Clean Energy Package and is likely to evolve in the future, in particular through the "Green deal".

**The "Green deal", a flagship mechanism of the new European Commission**, is likely to include key provisions for the energy sector in general and the EDF Group in particular. In this context, the foundations for important changes in the European legal framework applicable to the energy sector and affecting climate and energy policies were laid in 2020 with the publication by the European Commission of several strategies and a limited number of concrete legislative proposals on infrastructure and sustainable finance. The potential consequences could be as follows:

## Risk Factors

---

- the revision of the EU Emissions Trading Scheme (EU-ETS) within the EU, including its extension to other sectors, could introduce many uncertainties and risks regarding the level and predictability of prices. Furthermore, the relationship between the various measures and objectives currently under review (renewables, energy efficiency) must also be clarified;
- the various legislative proposals aimed at regulating the development of hydrogen could limit support policies to renewable hydrogen only, thus limiting funding for electrolytic hydrogen produced from the French low-carbon electricity mix;
- the revision of the Guidelines for State Aid for Energy and the Environment (LDAEE) poses a pivotal challenge for the EDF Group's future investments. The main risks are the alignment of the LDAEE with the taxonomy (in particular the possible exclusion of nuclear and certain hydraulic activities), the creation of brakes on long-term investments and possible restrictions on capacity mechanisms.

**In 2020, the legal framework for the European Taxonomy for Sustainable Finance was set out in more detail.** At the end of 2020, the taxonomy delegated act proposed by the Commission did not include nuclear power, which was dealt with in a specific process; referred to restrictions on hydraulic works that go beyond the applicable European legal framework; and proposed an emission threshold for low-carbon hydrogen that would not allow the hydrogen produced from the French electricity mix to be classified as sustainable. EDF continues to be strongly active on this subject, even though the Council and the European Parliament have the right to veto the text in its entirety. This poses a major risk for the Group, as the exclusion of nuclear power could seriously hamper the Group's ability to finance itself.

**In addition, the negotiations that the French State began in 2020 with the European Commission on the new regulation of existing nuclear power will continue in 2021.**

**These developments could be unfavourable to the Group and could adversely affect its ability to meet its commitment to climate protection.** In particular, they could result in insufficient asset compensation, not be in line with the Group's development objectives, change the competitive environment in which the Group operates, change the level of regulated tariffs or affect the profitability of current or future production units or any of the Group's other activities. In general, the legislative and regulatory framework put in place in France, in Europe or in the countries where the EDF Group is present is likely to have a significant impact on the Group's results or its business model.

**Moreover, in terms of the governance or delimitation of its scope of activity** that may be enforced, EDF Group could be affected by a limitation or loss of control of certain strategic and operational decisions that could have a negative impact on the outlook and profitability of its various activities. At the same time, EDF, as a shareholder, may continue to bear certain risks, calling into question its potential liability with regard to third parties or affecting the profitability of its assets. Finally, the competent authorities or certain States could, in order to preserve or promote competition on certain energy markets, take decisions that are contrary to the Group's economic or financial interests or that impact its integrated operator model.

**Finally, in the renewable energies field,** EDF relies primarily on its EDF Renewables subsidiary (see section 1.4.1.3.3 "EDF Renewables activities" of the 2020 URD), which does business in numerous countries. The profitability of these developments often depends on the support and tendering policies implemented in the different countries. The Group cannot guarantee that these policies will not change in some of these countries in ways that will be detrimental to the profitability of investments.

**1B: Changes in the regulatory environment (ARENH, regulated sales tariffs, environmental legislation, ESC and SNBC national low carbon strategy).**

**A significant portion of the Group's revenues comes from regulated activities. Thus, any change in regulated sales tariffs, the ARENH or the Tariffs for Using the Public Transmission and Distribution Networks (TURPE), or any change in the regulation (energy**

savings certificates, environment regulation, CO2 regulation), would be likely to affect the Group's profitability and its ability to meet the challenges of energy transition by developing low-carbon energy solutions for the protection of the climate. Furthermore, given the impact of ARENH on EDF's financial situation, the failure of its reform represents a major risk for the Group

**Criticality in view of the control actions undertaken: Strong.**

### **ARENH reform - major risk if no reform is carried out**

The law on the New Organisation of the Electricity Market (NOME law or *Nouvelle Organisation du Marché de l'Electricité*) has introduced the Regulated Access to Electricity from the Existing Nuclear Fleet (ARENH), for the benefit of EDF's competing electricity suppliers.

The Multi-Year Energy Programme (PPE) stipulates that "*the government will propose the terms of a new regulation for existing nuclear power that will make it possible to guarantee consumer protection against market price increases beyond 2025 by giving them the competitive advantage linked to the investment made in the historic nuclear fleet, while giving EDF the financial capacity to ensure the economic sustainability of the generation facilities to meet the needs of the PPE in low price scenarios*".

With this in mind, in January 2020, the government launched a call for contributions from market players and stakeholders on the fundamental findings that lead to the need for a new economic regulation, as well as on its proposed construction and operating principles.

Any modification of the ARENH system (volume ceiling, prices) or its replacement by a new system is the responsibility of the French government or the legislator and requires prior in-depth discussions with the European Commission, which means that there is a great deal of uncertainty about what changes will ultimately be implemented and the associated deadlines.

In this context, the major risks for the Group are as follows:

- with regard to the existing ARENH system, under the current conditions of the scheme:
  - the optional nature of the mechanism gives suppliers opportunities for arbitrage between the ARENH mechanism and the markets to the detriment of EDF, and exposes EDF to major uncertainties that have a negative impact on the effectiveness of its energy market risk management with no corresponding consideration since the option is free of charge. As a result, EDF is highly exposed to falls in wholesale electricity market prices when their total level (energy + capacity) is below the ARENH price (currently €42/MWh) for the year of delivery in question. Conversely, the positive impact of wholesale electricity market price increases is limited when their total level (energy + capacity) is above the ARENH price,
  - risk of an increase in the volume of ARENH without sufficient change in price (see "risk 1A Changes in public policies in France and Europe" above). If this development were implemented, it would further reduce EDF's ability to benefit from wholesale market prices for electricity when their total level (energy + capacity) is above the ARENH price. The French government has announced, however, that it will not increase the ceiling of the HRDA for 2021,
  - furthermore, the implementation of the mechanism was the subject of disputes in 2020, described in note 1.4.1 to the consolidated financial statements as of 31 December 2020. These disputes relating to the application of force majeure in the context of the Covid-19 health crisis exemplify the arbitrage carried out by certain alternative suppliers when market prices become lower than the ARENH price, by suspending the performance of the ARENH contract between them and EDF in order to benefit from cheaper supplies on the markets;

## Risk Factors

---

- with regard to future regulations: a comprehensive negotiation on the framework of the future regulation of existing nuclear power is currently underway between the French State and the European Commission. The main risks relate to the level of prices, the French State's ability to negotiate with the European Commission sufficient terms of compensation and proportionate consideration. The risk that these negotiations might fail is a major risk for the Group, particularly in its ability to finance the development of its strategy.

### Tariff regulation

**In France, a significant portion of the EDF Group's revenues is based on regulated tariffs** set by public authorities or regulatory authorities (Electricity Regulated Sales Tariffs – TRVE, Tariffs for Using the Public Transmission and Distribution Networks – TURPE).

Within the framework of the Energy and Climate Act, several provisions have been taken concerning regulated sales tariffs or the ARENH:

- the provisions concerning the ARENH: they are described in the above paragraph (Developments in public policies in France and Europe);
- the reduced scope of sites eligible for the Regulated Sales Tariffs (TRVE): as of 1 January 2021, only domestic end consumers, including sole proprietors and co-owners' associations of a single residential building;
  - domestic end consumers, including sole proprietors and co-owners' associations of a single residential building,
  - and non-domestic end consumers employing fewer than ten people and having annual sales, revenue or balance sheet total not exceeding €2 million may benefit from the TRVE for their sites with a subscribed power less than or equal to 36kVA.

In this context, the major risks for the Group are as follows:

- with regard to the regulated sales tariffs: risk of disputes by stakeholders;
- with regard to TURPE 6: the Energy Regulatory Commission has been organising the consultation process since 2019 for the future TURPE 6. This process gave rise to a deliberation by the Energy Regulatory Commission on 21 January 2021 and should culminate in a publication in the French Official Gazette at the end of March 2021, due to come into force on 1 August 2021. The risk involves whether the level of compensation of network operators is sufficient to enable them to carry out the tasks entrusted to them.

More generally, in France as in other countries, the Group cannot guarantee that the ARENH, regulated sales tariffs, TURPE or local tariff regulations will be set at levels that enable it to preserve its short-, medium- and long-term investment capacity and its proprietary interest, by ensuring a fair return on the capital invested by the Group in its generation, service, transmission and distribution assets.

### Other regulatory issues

- **Environmental regulation (ER):** in order to meet the National Low Carbon Strategy (SNBC) target of zero CO2 emissions from residential and tertiary buildings by 2050, the 2020 ER, which is due to come into force at the beginning of 2022 for single-family homes, multi-family dwellings, office and educational buildings and will be applied one year later for the other tertiary sectors, gives priority to reducing the carbon footprint of buildings. Correcting the pitfalls of the 2012 thermal regulation which led to the generalisation of gas heating in collective housing, the 2020 ER aims to promote the use of low carbon energy in low-energy buildings by concentrating on three priority areas:

## Risk Factors

---

- continuing to improve energy performance and reduce consumption in new buildings, with even more efficient insulation, with the same minimum level of insulation for all;
- reducing the carbon impact of new buildings on the "operation" and "construction" sides;
- ensuring better adaptation to future climatic conditions, including "summer comfort" to "withstand the heat waves that will become more frequent and intense as a result of climate change".

In particular, it is expected that a greenhouse gas (GHG) emission cap on operations will be set at 4kg CO<sub>2</sub> eq/m<sup>2</sup> .yr in single-family homes and 14kg CO<sub>2</sub> eq/m<sup>2</sup> .yr in collective housing, initially before being reduced to 6kg CO<sub>2</sub> eq/m<sup>2</sup> .yr thereafter. These values would facilitate the deployment of efficient, low-carbon solutions such as heat pumps (PAC), virtuous heating networks (rate of renewable and recoverable ENR&R energy >60%) and biomass.

The texts – decree and order – enabling the implementation of this system are expected to be published in the first half of 2021.

- **Energy Savings Certificates:** In France, the energy savings certificates (ESC) measure, which is set out in Articles L. 221-1 *et seq.* of the French Energy Code, imposes energy savings obligations on energy sellers. It sets a multi-year savings target and financial penalties for non-compliance. This measure was revised as of the third period (2015-2017) by adding an additional measure relating to energy savings for the benefit of households facing energy poverty, thereby reinforcing the Group's actions relating to the CSR issue of "Energy poverty and social innovation". The overall level of bonds was doubled in the fourth period (2018-20, extended to 2021). The Act of 8 November 2019 also includes a chapter on the fight against ESC fraud and aims to greatly increase the number and effectiveness of controls and sanctions.

The doubling of the bond, in a market where the activation of new energy-saving deposits generating Energy Saving Certificates takes time and is subject to increased competition between obligors, has led to considerable pressure, resulting in particular in a significant increase in the price paid for trading Energy Saving Certificates over-the-counter. The latter has levelled off relatively well since the beginning of 2019 under the combined effect of the Government's "stimulus package" and the one-year extension of the fourth period. However, there is still a risk that the objective will not be achieved by the end of the period, which may therefore lead to deterioration in the Group's financial position. In addition, the fifth period, which is to begin in 2022, could result in increased bond volumes and constraints, which would pose new risks to achieving the objective. Finally, there is a risk of non-compliance regarding the ESCs (produced or acquired by EDF), for which the Group has set up appropriate governance and mechanisms.

- **Price of CO<sub>2</sub>:** There is also a risk, which could be brought about by inadequate regulation, that CO<sub>2</sub> prices may be too low or highly volatile and not allow sufficient development of low-carbon energy solutions, at the expense of an effective transition in favour of the fight against climate change. This may represent a loss of opportunity to promote the Group's low-carbon energy solutions and call into question the Group's ability to achieve its decarbonisation objectives.

### 1C: Evolution of the legal and regulatory framework for hydraulic concessions.

The Group carries out its hydropower generation activities under concessions, licence or delegation agreements. Therefore, the Group does not always own the assets it operates. In France, changes in the legislative and regulatory framework, particularly for the renewal of concessions (provisions for the most powerful installations), changes in the economic conditions of concession specifications and the conditions for implementing advertising and competitive bidding procedures could have an impact on the Group's results.



### **Criticality in view of the control actions undertaken: Intermediate.**

In France, hydropower generation facilities are operated under concessions awarded by the French State for structures of 4.5MW or more and within the framework of prefectural authorisations for structures of less than 4.5MW. The challenges associated with the renewal of hydraulic concessions in France are specified in section 1.4.1.3.1.4 "Hydropower generation issues" of the 2020 URD. To date, the French State has still not renewed 20 concession titles that expired on 31 December 2020, corresponding to an installed capacity of 2,508MW.

The EDF Group cannot guarantee that each of the concessions that it currently operates will be renewed, or that any concession will be renewed under the same financial terms and conditions as the initial concession. Furthermore, the Group cannot guarantee that the compensation paid by the government in the event of early termination of a concession's operation will fully compensate the Group's consequent loss of revenue, or that future regulations will not change in a way that could negatively affect the Group. These factors could have an adverse impact on its activities and financial position.

The Group also operates under hydroelectric power generation concessions in other countries where it operates, notably in Italy. Depending on the conditions in each country, these concessions may not be continued or may not be renewed in its favour with changes to the financial terms and conditions of the concession specifications, which would have an adverse impact on the Group's activities and financial position.

### **1D: Evolution of the regulatory framework for electricity distribution concessions.**

**Enedis conducts its distribution activities under public service concessions and does not own most of the assets it operates. Changes in the regulatory framework, and in concession specifications could have an impact on the Group's results.**

### **Criticality in view of the control actions undertaken: Intermediate.**

In France, the law stipulates that Enedis and the Local Distribution Companies (LDC) have, in their respective service areas (as well as EDF for areas not interconnected to the continental metropolitan network), exclusive rights to ensure the public service of public electricity distribution. In the same way, EDF and the LDCs carry out a supply mission in their service areas at regulated tariffs, similarly under the exclusive rights granted to them under law.

Insofar as all the assets constituting the public electricity distribution network, with the exception of the source substations, are owned by the authorities organising the public distribution of electricity (AODE), the law provides that Enedis enters into concession agreements with the latter, generally for a term of 25 to 30 years. In this way, Enedis carries out its public service missions (network maintenance, renewal and development, metering, connections, etc.) both under the law (the French Energy Code specifies the missions of distribution network operators) and under these contracts. Moreover, the purpose of such contracts is, yet again in application of the law, to provide access to the regulated sales tariffs; they are therefore trilateral (they bind the authorities organising the public distribution of electricity (AODE), the distribution system operator and the supplier to the regulated tariffs).

Due to the exclusive rights granted to them, Enedis and EDF, when renewing a concession contract, cannot be pitted against other players. This is the legal basis for the current process of renewing concession contracts with all of the authorities in charge of organising electricity distribution, based on a new contract template drawn up in December 2017 by the FNCCR (*Fédération nationale des collectivités concédantes et régies* (National Federation of Licensing Authorities)), France Urbaine, EDF and Enedis. Although two recent decisions by the French Council of State (*Conseil d'État*) have confirmed the compatibility of the exclusive rights granted to EDF and Enedis with, on the one hand, European Union law and, on the other hand, the constitutional principle of the free administration of local authorities, the Group cannot guarantee that such provisions will not be modified in the future through legislation. Furthermore, the Group may not obtain the renewal of these contracts under the same financial terms and conditions.

### **1E: Ethics or Compliance Violations.**

**Risks of prohibited and unethical practices in the conduct of business by employees or third parties could put the EDF Group at risk of non-compliance with regulations, or even violations of human rights or fundamental freedoms.**

**Criticality in view of the control actions undertaken: Moderate.**

The international nature of the Group's activities and the strengthening of regulatory frameworks that punish unethical business practices, in particular, are likely to expose the Group, its employees or third parties acting on behalf of the Group to breaches of its ethical commitments or non-compliance that could damage its reputation or lead to civil or criminal sanctions.

The Group has implemented all the necessary measures to ensure that its practices comply with the regulations in force. Reporting to the General Secretariat, the Group Ethics and Compliance Department (DECG) is responsible for disseminating knowledge of, and compliance with, the Group's ethical values, as well as the main regulations to which the Group is subject by virtue of its activity and geographical locations. In particular, thirteen programmes have been set up to prevent risks relating to ethical breaches or non-compliance. These programmes cover the following topics:

- preventing the risk of corruption and influence peddling;
- preventing conflicts of interest;
- fight against fraud;
- compliance with international sanctions programmes;
- prevention of harassment and discrimination;
- prevention of market abuse;
- prevention of the risk of money laundering and financing of terrorism;
- compliance with the EMIR European regulation (European Market Infrastructure Regulation to regulate financial markets);
- compliance with the REMIT (Regulation on Wholesale Energy Market Integrity and Transparency) regulation;
- preventing breaches of competition law;
- personal data protection;
- export control (dual-use goods);
- a duty of care (which covers the environment, human rights and health and safety).

These programmes are set out in section 3.3.2 "Ethics, compliance and human rights" of the 2020 URD. Failure to comply in any way with the regulations associated with these various topics could cause legal action to be taken against EDF, which could adversely affect the Group's results and reputation.

### **1F: Legal litigation risk.**

**Proceedings or litigation could have a significant financial or reputational impact on the Group.**

### **Criticality in view of the control actions undertaken: Moderate**

In the ordinary course of its business, the EDF Group is involved in litigation, the development of outcome of which could have a material adverse effect on its results or financial position.

In particular, the EDF Group is subject in France to proceedings initiated by its competitors or by administrative authorities owing to its position in certain markets. Claims made against EDF could be considerable and could lead to the payment of compensation or a fine, or even lead to orders being issued that could have an impact on some of EDF's activities. For example, in proceedings before the competition authorities in France or by the European Commission, the amount of fines may be as high as 10% of the consolidated revenues of the company concerned (or of the group to which it belongs, as the case may be). The EDF Group may also be involved in litigation relating to commercial or fiscal disputes with significant stakes, the outcome of which is inherently unpredictable.

The EDF Group considers that overall, in all the countries in which it operates it complies with all the specific regulations in force, and mainly those relating to the conditions under which it carries out its nuclear activities, but it cannot anticipate in this respect what the supervisory and administrative or judicial authorities, which are consulted, may decide. These risks are monitored with particular vigilance and give rise to implementation of prevention policies (contractual policies, compliance policies, etc.). A procedure is in place to provide information to the Group's Legal Department on actual or potential material litigation or other disputes and investigations.

The main proceedings in which the EDF Group is involved are described in notes 17.3, 5 and 1.4.1 of the appendix to the consolidated financial statements for the year ended on 31 December 2020 and in section 7.1.5 "Disputes" of the 2020 URD.

### **1G: Insufficient compensation for missions of general interest.**

**EDF is responsible for certain general interest missions, in particular public service missions, the costs of which are covered by mechanisms that might not fully compensate for the additional costs incurred in connection with these obligations, or which might be called into question.**

### **Criticality in view of the control actions undertaken: Moderate.**

In France, public service missions are assigned to EDF under French law (in particular Articles L. 121-1 *et seq.* of the French Energy Code), which also provides for compensation mechanisms in favour of EDF in respect of the discharge of such missions. The estimated amount of public service energy costs to be offset in France in 2021 for EDF amounts to €9,492.1 million (decision of the Energy Regulation Commission of 15 July 2020 on the assessment of public service energy costs for 2021) (it must be noted that the repayment schedule came to an end and that the historical CSPE receivable was thus entirely reimbursed). The amounts of public service charges are set out in the Finance Act n°2020-1721 of 29 December 2020 for 2021.

The development of renewable energies connected directly to the distribution network may, in certain regions, saturate the reception capacities of the source substations and networks. This situation may possibly generate local imbalances, or disputes if Enedis must disconnect certain producers or connect them with significant delays. New investments may be required in these regions, with the risk that the costs associated therewith may not be taken into account.

More broadly, the texts provide for EDF to be fully compensated for the public service charges it bears. However, even if this principle of full compensation of public service obligations is legislated, it cannot be completely ruled out that the terms of said compensation may be called into question and that said compensation may not include any new public service obligation allocated to EDF (for example, at the end of the negotiations on the new public service contract).

EDF maintains a close dialogue with the French State authorities on the issue of financing public energy service obligations in order to implement and secure the compensation mechanism (particularly with respect to working capital requirements), so as to secure payment by the French

State at the end of the year and avoid year-on-year arbitrations by the French State. The occurrence of any of these events may have an adverse impact on EDF's activities, results and financial position. Such situations could also call into question the Group's ability to meet its CSR goals, mainly those aiming at helping fragile populations (see section 3.3.4 "Energy poverty and social innovation" of the 2020 URD).

### FINANCIAL AND MARKET RISKS

The EDF Group, through its varied activities, is exposed to numerous financial and market risks. This section describes these various risks by addressing interest rate risk, financial market risk, energy market risk, foreign exchange risk, counterparty risk and liquidity risk. All of these risks could affect the Group's ability to finance its investments. Financial and market risks are also discussed in section 5.1.6 of the 2020 URD and the appendices to the financial statements ended on 31 December 2020.

#### 2A – Interest rate risk.

**The Group is exposed to risks related to changes in interest rates in the various countries in which it operates. These rates depend partly on the decisions of the central banks.**

**Criticality in view of the control actions undertaken: Intermediate.**

#### Risk of falling interest rates

Lower interest rate fluctuations could affect the Group's economic indebtedness, due to changes in the value of the Group's financial assets and liabilities, as well as its discounted liabilities. The discount rates for pension and other specific employee benefit commitments (see note 16 of the appendix to the consolidated financial statements for the year ended 31 December 2020) and the Group's long-term nuclear commitments (see note 15 of the appendix to the consolidated financial statements for the year ended 31 December 2020) are directly or indirectly linked to interest rates over different time horizons.

For the specific case of nuclear provisions in France, given the decline in rates over the past few years, the discount rate could be reduced over the next few years. The extent of this decrease, if any, will depend on the future evolution of rates, mainly 20-year sovereign rates.

The order of 1 July 2020 on securing the financing of nuclear expenses, which amends the initial order of 21 March 2007, outlines new provisions concerning the regulatory ceiling on the discount rate. This is now expressed as a real value corresponding to the unrounded representative value of the expected long-term actual interest rate used for the calculation published by the European Insurance and Occupational Pensions Authority (EIOPA) of the ultimate forward rate (UFR) applicable on the relevant date, increased by 150 basis points. This ceiling is applicable as from the year 2024. Until 2024, the ceiling is equal to the weighted average of 2.3% and this new ceiling. The weighting assigned to the 2.3% amount is set at 50% for 2020, 25% for 2021, 12.5% for 2022 and 6.25% for 2023.

Furthermore, an increase in nuclear provisions due to a decrease of the discount rate may require allocations to the dedicated assets and may result in an adverse effect on the Group's results, cash flow generation and net debt.

As the case may be, this increase in provisions, including those covered by dedicated assets, does not mean however a mechanical impact on the amount to be allocated to dedicated assets as of the considered dates, as the former depends on:

- the return on dedicated assets and the resulting hedge rate;
- the period within which the allocation is made, as applicable rules provide for the option to set a maximum time period to proceed with the allocation, subject to approval by the Supervisory Authority.

## Risk Factors

---

In this respect, the decree of 1 July 2020 relating to securing the financing of nuclear expenses has modified the regulatory framework of the allocation obligation:

- elimination of the obligation, which previously existed under certain conditions, to allocate funds to dedicated assets when the coverage rate is greater than 100%;
- raising the threshold to 120% (from 110% previously) above which it is possible to withdraw funds from dedicated assets;
- increasing to 5 years (instead of 3 years previously) the maximum period for allocating funds to dedicated assets in the event of undercoverage, following authorisation by the administrative authority.

These changes have no impact on the pre-existing 2020 allocation obligation in respect of the financial statements as at 31 December 2018 (€797 million) which was met in 2020.

Given the changes in the regulatory framework, no additional allocation is expected in respect of 2020, as the rate of coverage of nuclear provisions by dedicated assets is greater than 100%.

Overall, a 1% decrease in interest rates would have the following impacts:

- (i) an impact on pre-tax income that could amount to approximately -€1,220 million for nuclear liabilities in France, as a result of the impact of this rate cut on the corresponding discount rate, all other things being equal;
- (ii) an impact on pre-tax income of approximately -€200 million for provisions for employee benefits in France, as a result of the impact of this rate cut on the corresponding discount rate.

In total, the sensitivity of pre-tax income therefore amounts to approximately -€1,420 million for a 1% fall in interest rates.

### **Risk of higher interest rates**

Upward variations in interest rates could affect the Group's ability to obtain financing on optimal terms, or even its ability to refinance itself if the markets were very strained in view of the risk related to changes in flows linked to variable-rate financial assets and liabilities. Financial securities and derivatives held by the Group, as well as debts issued, may pay or receive coupons directly indexed to variable interest rates.

Thus, a 1% increase in interest rates would have an effect on the pre-tax income of approximately -€200 million, due to the increase in coupons linked to the debt issued by the Group.

These unfavorable impacts related to a rise in interest rates are in principle more than offset by the favorable impacts related to a rise in interest rates in connection with long-term commitments (see previous point).

### **2B – Financial markets risk.**

**As a result of its activities, the EDF Group is exposed to risks related to the financial markets, in particular equity risk.**

**Criticality in view of the control actions undertaken: Intermediate.**

The Group is exposed to equity risk on securities held primarily as dedicated assets constituted to cover the cost of long-term commitments in relation with the nuclear business, in connection with outsourced pension funds and, to a lesser extent, in connection with its cash assets and investments held directly by the Group.

## Risk Factors

---

The market value of the listed equities in EDF's dedicated asset portfolio was €13,362 million at 31 December 2020. The volatility of the listed equities at the same date was 26.6% based on 52 weekly performances, compared to 9.2% at 31 December 2019. Applying this volatility to the value of listed equity assets at the same date, the Group estimates the annual volatility of the equities portion of dedicated assets at €3,554 million.

At 31 December 2020, the sensitivity of the listed bonds (€12,396 million) was 5.5, i.e. a uniform 100 base point rise in interest rates would result in a €678 million decline in market value. This sensitivity was 6.1 at 31 December 2019.

### **2C – Energy market risk.**

**In order to sell its output, the Group is exposed, directly or indirectly, to the prices of the European wholesale energy markets and capacity markets, the levels of which impact its financial position.**

**Criticality in view of the control actions undertaken: Intermediate.**

In conducting its production and marketing activities, the Group does business in energy markets, primarily in Europe. As such, the Group is exposed to changes in wholesale market prices: electricity – energy prices and prices of capacity guarantees for the countries concerned -, gas, coal, petroleum products, CO2 emission quotas (see section 5.1.2 "Economic environment" for information on recent changes in these prices of the 2020 URD). A connexion exists between these markets: a fall in the prices of gas, coal, oil products or CO2 leads to a fall in electricity prices. In view of the dominant position of nuclear generation in the EDF fleet, which requires neither gas nor coal and does not emit CO2, the fall in the price of these commodities has a very limited positive impact for the Group compared to the negative impact of the resulting drop in electricity prices.

Various factors, over which the Group has no control, influence these price levels: commodity prices on world markets, the balance between supply and demand, but also pricing and tax policies or subsidies allocated to certain means of production. As a result, these markets can experience significant and unpredictable price increases and decreases, as well as liquidity crises.

This exposure thus impacts the Group's revenue and all of its financial indicators. In particular, persistently low electricity prices may affect the profitability of the Group's generating units and, more broadly, the value of its assets, as well as the conditions for their maintenance, their life expectancy and any renewal projects.

In France, the degree of exposure to market prices for electricity depends on the level of sales under the ARENH system currently applicable until the end of 2025, which in turn depends on the level of market prices and potential regulatory changes. The risks related to possible changes in the ARENH system are described in Risk 1B "Changes in the regulatory framework".

The Group manages its exposure to energy markets through a specific energy market risk policy, which is essentially aimed at gradually reducing uncertainties regarding the level of its financial results in the coming years (see section 5.1.6.2 "Management and control of energy market risks" of the 2020 URD for more detailed information on the associated principles and organisations). This policy serves to mitigate the impact of price changes but cannot be used to negate them: the Group remains subject to the structural trends of upward or downward movements in these markets (see Note 18.6 "Market and counterparty risk management" of the appendix to the consolidated financial statements for the year ended 31 December 2020).

In addition, a Group REMIT Directive defines the expectations for ensuring that Group entities comply with the European regulation n° 1227/2011 on the transparency and integrity of wholesale energy markets (see section 3.3.2.2.4 "Compliance with the REMIT regulation" of the 2020 URD). However, there is a risk that it may not be possible to ensure compliance with this regulation.

### **2D – Exchange rate risk.**

**Due to the diversity of its activities and their geographical distribution, the Group is exposed to the risks of fluctuations in foreign exchange rates, which may impact currency translation adjustments, balance sheet items and the Group's financial expenses, equity and financial position.**

**Criticality in view of the control actions undertaken: Moderate.**

Due to the diversification of its activities and geographical locations, the Group is exposed to the risk of exchange rate fluctuations, which may have an impact on the translation differences affecting balance sheet items, Group financial expenses, equity, net income and project internal rate of return (IRR).

As the Group is involved in long-term contracts, an unfavourable currency fluctuation could have consequences on project profitability. In the absence of hedging, currency fluctuations between the euro and the currencies of the various international markets in which the Group operates can therefore significantly affect the Group's results and make it difficult to compare performance levels from year to year. If the euro appreciates (or depreciates) against another currency, the euro value of the assets, liabilities, income and expenses initially recognised in that other currency will decline (or increase). Moreover, insofar as the Group is likely to incur expenses in a currency other than that in which the corresponding sales are made, fluctuations in exchange rates could result in an increase in expenses, expressed as a percentage of turnover, which could affect the Group's profitability and income.

To limit exposure to foreign exchange risk, the Group has introduced the following management principles:

- local currency financing: to the extent possible given the local financial markets' capacities, each entity finances its activities in its own functional currency. When financing is contracted in other currencies, derivatives may be used to limit foreign exchange risk;
- matching of assets and liabilities: the net assets of subsidiaries located outside the Euro zone expose the Group to a foreign exchange risk. The foreign exchange risk in the consolidated balance sheet is managed by market hedging involving use of financial derivatives. Hedging of net assets in foreign currencies complies with risk/return targets, and the hedging ratio varies depending on the currency, ranging from 46% to 67% for the principal exposures. If no hedging instruments are available, or if hedging costs are prohibitive, the foreign exchange positions remain open and the risk on such positions is monitored by sensitivity calculations;
- hedging of operating cash flows in foreign currencies: in general, the operating cash flows of EDF and its subsidiaries are in the relevant local currencies, with the exception of flows related to fuel purchases which are primarily in US dollars, and certain flows related to purchases of equipment, which concern lower amounts. Under the principles laid down in the Strategic financial management framework, EDF and the main subsidiaries concerned by foreign exchange risk (EDF Energy, EDF Trading, Edison, EDF Renewables) are required to hedge firm or highly probable commitments related to these future operating cash flows.

### **2E – Counterparty risk.**

**Like all economic operators, the Group is exposed to possible default by certain counterparties (partners, subcontractors, service providers, suppliers or customers).**

**Criticality in view of the control actions undertaken: Moderate.**

A default by these counterparties may impact the Group financially (loss of receivables, additional costs, in particular if EDF is required to find satisfactory alternatives or take over the relevant activities or pay contractual penalties).

## Risk Factors

---

The Covid crisis may lead to a risk of some of the Group's counterparties defaulting. The Group remains vigilant, particularly with regard to industrial counterparties that could be weakened by this downturn in the economic situation. To date, there has not been any discernible material impact on the Group's commercial counterparties.

The risk may be hedged by the use of margin calls.

Furthermore, the Group has a counterparty risk management policy which applies to EDF and all operationally controlled subsidiaries. This policy sets out the governance associated with monitoring for this type of risk, and organisation of the counterparty risk management and monitoring. The policy also involves quarterly consolidation of the Group's exposures. The CRFI (Financial Risks Control) Department closely monitors Group counterparties (daily review of alerts, special cautionary measures for certain counterparties).

At 30 September 2020, 92% of the Group's exposure concerns investment grade counterparties, mainly as a result of the predominance of exposures generated by the cash and asset management activity, as most short-term investments concern low-risk assets.

### 2F – Access to liquidity risk.

**The Group must at all times have sufficient financial resources to finance its day-to-day business activities, the investments necessary for its expansion and the appropriations to the dedicated portfolio of assets covering long-term nuclear commitments, as well as to deal with any exceptional events that may arise.**

#### **Criticality in view of the control actions undertaken: Moderate.**

The EDF Group was able to meet its financing needs by conservative liquidity management, and has obtained financing on satisfactory terms.

The Group's ability to raise new debt, refinance its existing indebtedness or, more generally, raise funds in financial markets, and the conditions that can be negotiated to this effect, depend on numerous factors including the rating of the Group's entities by rating agencies. The Group's debt is periodically rated by independent rating agencies. Any downgrading of EDF's debt rating could increase the cost of refinancing existing loans and have a negative impact on the Group's ability to obtain financing. To meet liquidity needs, the Group has a significant cash reserve. Hybrid emissions may be considered. To this end, on 8 September 2020, EDF issued bonds with an option to convert and/or exchange them for new and/or existing green shares ("Green OCEANES bonds") for a par value of €2,400 million and an issue value of €2,569 million.

Furthermore, a range of specific levers are used to manage the Group's liquidity risk:

- the Group's cash pooling system, which centralises cash management for controlled subsidiaries. The subsidiaries' cash balances are made available to EDF SA in return for interest, so as to optimise the Group's cash management and provide subsidiaries with a system that guarantees them market-equivalent financial terms;
- centralisation of financing for controlled subsidiaries at the level of the Group's Cash Management Department. Changes in subsidiaries' working capital are financed by this Department in the form of stand-by credit lines provided for subsidiaries, which may also be granted revolving credit from the Group. EDF SA and the investment subsidiary EDF Investissements Groupe (EDF IG), set up in partnership with the bank Natixis Belgique Investissements, also provide medium and long-term financing for EDF Group operations outside France, arranged by EDF SA and EDF IG on a totally independent basis: each company sets its own terms, which are the same as the subsidiary would have in an arm's-length market transaction;
- active management and diversification of financing sources used by the Group: the Group has access to short-term resources on various markets through programmes for French



## Risk Factors

---

commercial paper (*billets de trésorerie*) and US commercial paper. For EDF, the respective ceilings for these programmes are €6 billion for the NeuCP programme and \$10 billion for its US commercial paper;

- the repurchase of bond debt securities with bank counterparties for cash;
- liquidity requirement analyses were updated during the crisis in March and at the end of 2020, showing potentially increased requirements as a result of the consequences of the health crisis. EDF chose to resort to repurchase agreements at the time of the March crisis, which created significant liquidity. These measures were gradually phased out starting in the summer of 2020.

### GROUP TRANSFORMATION AND STRATEGIC RISKS

#### 3A – Transformation capacity in the face of disruptions.

**The Group's development strategy, changes in the scope of activities and synergies within the Group, risk not being implemented in accordance with the objectives defined by the Group, even though it faces increased competition on European energy markets, particularly on the French electricity market, which is its main market.**

**Criticality in view of the control actions undertaken: Intermediate.**

In France, since 1 July 1 2007, the electricity market has been totally open to competition. All EDF customers can select their electricity supplier (see section 1.4.2.1 "Presentation of the market in France" of the 2020 URD). In a context of escalating competitive intensity (new customer expectations, new regulations, emergence of new players, mergers between existing operators, changes in market prices, etc.), these changes, at constant consumption and price levels, have had and may have in the future a negative impact on the Group's sales in France. EDF must therefore adjust its marketing expenses; insufficient adjustment could have a negative impact on its profitability. In addition, the Covid health crisis could have an impact on demand and weaken the economy, which could result in unpaid or uncollectable debts. Elsewhere in Europe, the Group faces different situations, depending on the local competitive conditions (totally or partially open markets, position of competitors, regulations, etc.). The type of competition faced by the Group, the evolution over time of such competition and its effect on the Group's activities and results vary from one country to another. These factors depend in particular on the market depth and its regulations in the country in question and on other factors over which the Group has no control.

In this context, particularly following the development of low-carbon electricity uses and energy services and energy efficiency, the Group may not be able to defend its market share, to reach its downstream low carbon goals, or gain market shares as expected, or it may see its margins decrease, which would have an adverse effect on its activities, its strategy and its financial position.

Furthermore, the Group, in line with its *raison d'être* and its CSR commitments, intends to continue its development as a high-performance and responsible electricity company, championing low-carbon growth in France, in its core countries in Europe (United Kingdom, Italy, Belgium) and in other countries where the Group operates in accordance with the CAP2030 strategy. This strategy combines the search for growth drivers with the promotion of existing assets. The *strategy and drivers of the Group's transformation are described in section 1.3 "Group Strategy and objectives" of the 2020 URD.*

Weak synergy in the deployment of the Group's model, particularly upstream/downstream integration or in the enhancement of the complementarity of the divisions and the diversity of the solutions deployed by the Group, (see section 1.4 "Description of the Group's activities" of the 2020 URD), could lead to an increase in risks related to physical and market contingencies, and to a loss of gross margin, to the detriment of customers, subsidiaries and the Group's performance. In addition, insufficient emphasis on geographic diversification, or on the diversification and complementarity of the low-carbon industrial solutions offered by the Group, or a reduction in the cross-functional synergies deployed within the integrated Group could reduce the Group's ability

to deal with the seasonal nature of the electricity generation and sales business, the diversity of local expectations and the proximity of its customers and stakeholders, and the efficiency and therefore the competitiveness of the low-carbon industrial solutions implemented.

The Group is implementing development, adaptation and transformation programmes and performance plans in order to give itself the means to carry out its strategy. These programmes may be complemented by a strategic analysis of assets which may itself lead to a requirement for additional financial agility, giving rise to disposals or acquisitions.

Focused primarily on its customers and stakeholders, the Group intends to develop and consolidate its offer of integrated service solutions, in particular energy efficiency and carbon-reduction services, its offer of low-carbon and decentralised power generation solutions, and its offer of diffuse storage solutions, in a sustainable development approach and in close proximity to customers and local communities. This transformation may not be sufficient or innovative enough in the face of technological and societal changes and strong competition.

The Solar Plan, the Electric Storage Plan and the Electric Mobility Plan are three major levers for developing and expanding the range of low-carbon energy solutions offered by the Group in addition to the generation plants already widely available within the Group, particularly wind, solar, hydro and nuclear power.

Moreover, there is a risk of not seizing new opportunities (Hydrogen development, renovation projects) in the context of the recovery plan (France, Europe).

Even in the event of protective contractual arrangements, the Group cannot guarantee that these various projects relating to its offer or to the various low-carbon industrial solutions deployed to meet them can be implemented according to the forecast schedules and under satisfactory economic, financial, regulatory, partnership or legal conditions or that they will ensure a long-term response to the needs expressed by our customers and stakeholders and the expected profitability at the outset, which could have a negative impact on the Group's financial position, its commitment to the fight against climate change, and its reputation.

Nuclear costs and changes in these costs (new nuclear projects, major *Grand Carénage* refurbishment projects, etc.) and the Group's ability to finance them could force the Group to reconsider the rate at which it deploys its strategy.

To achieve its strategic transformation objectives, the adaptation programs implemented by the Group rely largely on individual and collective employee mobilisation. However, this mobilisation may not be sufficient due to an industrial relations environment which has deteriorated as a result of the changes linked to these adaptations affecting in particular the Group's organisation, or linked to more general developments (health crisis).

### **3B – Adaptation to climate change: physical and transition risks.**

**The Group is exposed to physical effects of climate change that could have consequences on its own industrial and tertiary facilities and more generally on the Group's financial position. The societal, technological and economic context may not be favourable to the Group's low-carbon solutions.**

**Criticality in view of the control actions undertaken: Intermediate.**

#### **Physical risks**

EDF Group facilities are closely linked to water, wind and solar resources; the overall reliability of the power system depends on the resilience to climatic conditions of generation facilities and distribution and transmission network infrastructures. As a result of this sensitivity to climatic conditions, the EDF Group's activities are likely to be significantly affected by the physical effects of climate change, both in terms of chronic effects and an increase in the frequency and intensity of extreme climatic events. To address these risks, the Group's operating entities must regularly update their climate change adaptation plans, based whenever possible on IPCC scenarios, in

## Risk Factors

---

order to review the measures taken and to be taken. In addition, periodic reviews are carried out on nuclear and hydraulic installations, incorporating both feedback and climate change projections; this is a key cornerstone of the robustness of the installations. Since the 1990s, the EDF Group has been building up specific R&D expertise on climate change issues, invested in collaborative academic research projects to support these actions.

However, the effects of climate change present many uncertainties. Despite the actions taken by the EDF Group, they could adversely affect the continuity of the Group's business, its operating results, its cash flows and more generally its operating performance. In addition, renewing or taking out these specific insurance covers may be difficult or expensive due to the impact, frequency and magnitude of natural disasters experienced in recent years.

### Transition risks

The EDF Group's *raison d'être*, adopted in May 2020, centres on the objective of "building a CO<sub>2</sub>-neutral energy future". Most of the Group's investments are oriented towards this environment-friendly low-carbon strategy. In 2018, the Group had already made a commitment to significantly reduce its carbon dioxide emissions, with a target of 30 million tonnes in 2030 instead of 51 million tonnes in 2017 (40% reduction). The EDF Group also confirmed this goal in 2020 by joining the "Business Ambition for 1.5 degrees" initiative. The EDF Group is making new commitments to achieve carbon neutrality by 2050, both in direct and indirect emissions (scopes 1, 2 and 3), with milestones set for 2023 and 2030. The SBTi organisation certified this approach in 2020 as going beyond the 2°C set out in the Paris agreement. Thus, for the first time the EDF Group has set reduction targets for its indirect emissions, covering in particular the emissions associated with the sale of gas to end customers. All of these actions help to control the transition risk.

Achieving the objective of reducing emissions and, more generally, ensuring the success of the Group's low-carbon strategy depend primarily on the continued acceptance of nuclear energy by the public, the successful shutdown or adaptation of fossil fuel power plants and the accelerated development of renewable generation resources to complement nuclear and hydroelectric generation. The Group has been particularly active in the development of solar energy in France, electric storage and low-carbon electric mobility, which will make it possible to develop and promote the Group's low-carbon energy solutions, particularly for the transport sector, which still emits a very high level of carbon dioxide in France and Europe.

Thus, the EDF Group's strategy and energy mix are fully in line with the public low-carbon transition policies, which give EDF the opportunity to enhance the value of all its investments and activities. Nevertheless, this opportunity could be stalled by the external, societal, competitive, social, economic, or industrial context. Nuclear energy may not be recognised at the societal level as a key factor in enabling the low-carbon transition. For example,

- the standards or taxonomies currently being put in place to recognise decarbonised energies could include criteria that would de facto exclude nuclear energy, which would be a very significant risk for EDF and more generally for the achievement of national and European emission reduction objectives. See in particular risk no. 1A above "Changes in public policies in France and Europe";
- in connection with the preparation of the 2019-2028 Multi-Year Energy Programme, the French government wished to review several scenarios between 2030 and 2050, "ranging from a 100% renewable scenario to one in which nuclear power remains a sustainable source of electricity generation integrated into the mix for reasons of production management and competitiveness".

In addition, new low-carbon energy solutions may induce new societal questions (new intrusive technologies, land rights-of-way, new conflicts related to the use of water or scarce resources, etc.). New legislative or regulatory changes brought about by climate change could also have a negative impact on EDF's business and lead to new legal or compliance risks. The Group may also have to deal with the emergence of new technologies or disruptive solutions that are part of the efforts to meet the transition objectives.

Such situations could make it more difficult to carry out these transformations and achieve the desired objectives. They could directly or indirectly affect the Group's business volumes, margins, asset value, financial position, reputation or prospects.

### Risk summaries and mapping

In 2019, a summary on climate change and its impacts on EDF was presented to EDF's Scientific Council. A Group-wide climate risk mapping of all physical and transition risks was also established following the recommendations of the TCFD (Task Force for Climate Financial Disclosures). Climate risks have been identified and assessed using the Group's general risk mapping method. In 2020, this mapping of climate risks, based in particular on the adaptation plans of the operating entities and on the report to the Scientific Council, has led to a "resilience" action plan mobilising the Group at both corporate and entity levels. It was examined by the Audit Committee.

### 3C – Adaptation of employees' skills.

**Skill adaptation and development may be insufficient in view of the Group's transformation, business line requirements and new organisational and working methods.**

**Criticality in view of the control actions undertaken: Intermediate.**

In an environment impacted by the energy and digital transitions, the scope of the Group's activities is changing. New business lines are developing, working methods are changing (empowerment, collective intelligence, operating on project platforms, increased distance working, etc.).

Although the action plans implemented to date have made it possible to control the evolution of the workforce and the adaptation of skills, there is a continuing risk of skills mismatch in the coming years, in this context of transformation.

Risk management is based on matching skills to short-, medium- and long-term needs, on supporting the employability of employees and on managing internal mobility more fluidly. In this regard, the actions undertaken since 2018 relate to:

- anticipating the future, by analysing forecast needs in terms of resources and skills in the short/medium term (GPEC<sup>1</sup>) and the longer term (Prospective);
- pursuing an ambitious approach to skills development through traditional training and the development of professional skills development initiatives;
- developing the employability of employees in order to facilitate their professional development and changes of profession;
- creating the conditions for internal mobility within the Group;
- (i) implementing an external recruitment policy, targeting the skills of tomorrow that are not available on the internal job market – for which the EDF Group is one of the leading recruiters in France – and (ii) an inclusive employer approach favouring sourcing via work-study and end-of-study internships, with a specific focus on candidates from *zones de revitalisation rurale* (ZRR) (rural revitalisation zones) and *quartiers politiques de la ville* (QPV) (urban political districts);

---

<sup>1</sup> GPEC: Employment and Career Planning.

## Risk Factors

---

- enhancing external career paths as a lever for acquiring new skills (PAME<sup>2</sup>, CCE<sup>3</sup>) and "win-win-win" career ends (employee, company, territory) through senior skills sponsorships;
- nurturing a sustained social dialogue, in order to ensure that the trade union organisations have a good understanding of the employment and skills policies.

Obtaining experience may require several years and sufficient coverage for the transfer of knowledge and experience. In 2020, as part of the EXCELL plan in particular, the Group launched a system of knowledge management which should make it possible to secure skills in the nuclear field.

The EDF Group considers the dynamic matching of skills to needs to be a major challenge and therefore implements the appropriate measures to facilitate change.

However, it cannot guarantee that the measures taken will always be sufficient or on satisfactory terms, which could have an impact on its business, financial position and reputation as an employer.

### **3D – Ability to ensure long-term social commitments.**

**The Group may be required to meet significant commitments related to pensions and other employee benefits.**

**Criticality in view of the control actions undertaken: Intermediate.**

The pension plans applicable in the various countries in which the Group operates involve long-term commitments to pay benefits to the Group's employees (see note 16 of the appendix to the consolidated financial statements for the fiscal year ended 31 December 2020). In France, in addition to these pension commitments, the Group also owes obligations for post-employment benefits and long-term benefits for employees currently in service. The ongoing pension reform in France may have an impact on the Group's commitments.

At 31 December 2020, the average duration of employee benefits commitments was 20.6 years in France and 23.5 years in the United Kingdom.

In order to cover these commitments, the Group has set up pension funds in the United Kingdom, where coverage of commitments is a regulatory obligation, and outsourced funds in France, which provide partial coverage of commitments.

The amounts of these commitments, the provisions booked, the outsourced funds or pension funds set up and the additional contributions required to make up insufficient funding are calculated based on certain actuarial assumptions, including a discount rate subject to adjustment depending on market conditions and, in the event of any employee-related commitments in France, on the rules governing retirement benefits paid out by the general retirement scheme, and amounts owed by the Group. These assumptions and rules may be adjusted in the future, which could increase the Group's current commitments for pensions and other employee benefits and, therefore, require a corresponding increase in provisions.

Furthermore, if the value of pension funds in the UK proves insufficient to meet the corresponding commitments, primarily due to calculation assumptions or developments in the financial markets, the Group may be obliged to make additional contributions to the relevant funds, which may have an adverse impact on its financial position.

## **OPERATIONAL PERFORMANCE**

---

<sup>2</sup> PAME: External Mobility Guidance.

<sup>3</sup> CCE: Company Creation Leave.

## Risk Factors

---

This section describes the most significant risks related to the control of the Group's operating activities across its various industrial activities and projects, including EPR.

Failure to achieve the expected operating results may lead to a direct deterioration in the Group's financial position, reputation and ability to transform.

### **4A – Management of large and complex industrial projects, including EPR projects.**

**The Group carries out very large-scale projects. These projects represent a major risk for the Group in terms of the potential financial impact on its shareholders' equity and implications for its development strategy. In particular, the success of EPR projects depends on specific industrial, regulatory and financial factors.**

#### **Criticality in view of the control actions undertaken: Strong.**

As part of its activity and in its capacity as project owner or prime contractor, the Group is called upon to carry out projects that are very complex, require significant investments and lengthy procedures for construction and regulatory approvals.

The most significant projects in progress concern the completion of large-scale nuclear projects and primarily EPR projects. These projects entail a major risk for the Group.

Other ambitious projects may involve, in France or internationally, offshore facilities for new energies (off-shore wind power in France), the installation of new meters (Linky in France, handled by Enedis) on an entire distribution network concerning tens of millions of customers, in France or the United Kingdom, the implementation of hydraulic projects, or large scale projects relating to the existing nuclear facilities (*Grand Carénage* project and decommissioning projects).

#### **Complex projects subject to numerous uncertainties**

The implementation of these projects may give rise to numerous technical, industrial, operational, economic, regulatory, political, environmental or acceptability risks that could jeopardize project schedules, associated costs or profitability.

These projects are large-scale and long-duration projects; they involve numerous industrial partners. There may also be difficulties in terms of relationships with the partners involved with EDF in these projects. For example, trade tensions between the United States and China could have an impact on the conduct of some of these projects given the technologies and partnerships implemented (see risk 4E). Tensions between the United Kingdom and China, and changes in the strategy of our Chinese partner, could in particular weigh on the development of the partnership with CGN.

The health crisis has notably affected the deployment of these major projects and could, if it were to worsen, lead to delays or additional costs, linked in particular to public health requirements that might be imposed (social distancing, curfews, etc.).

#### **Financing and authorisations for major projects**

These projects require, among others, administrative authorisations, licenses or permits which may be subject to disputes, withdrawals or delays in obtaining them.

They also involve significant investments, for which the financing and pricing conditions may still be subject to confirmation or modification. Given the economic, sanitary or institutional climate or depending on the appropriate progress of the pending projects, obtaining such funding may be delayed.

To date, the legal framework relating to the European taxonomy for sustainable finance (draft delegated act on taxonomy) proposed by the Commission does not include nuclear power, which is dealt with in a specific process. If this process were to result in the exclusion of nuclear power,

## Risk Factors

---

this would be seriously detrimental to the Group's ability to finance future major nuclear projects (see risk 1A).

### CSR issues

A very large number of stakeholders may be involved in these projects which may, for example, need to be associated with territorial development projects or suffer from difficulties related to local acceptance. In order to improve this project control, the Group has embarked on an overhaul of its project management and has defined a "Commitments" policy that requires an analysis to be carried out of the associated risks and security issues. This project management takes into account, in accordance with EDF's vigilance plan, the potential impacts of projects on human rights, the environment, health and safety, as well as the CSR issues of dialogue and consultation with stakeholders, territorial development, development of industrial sectors, ethics and responsible land management.

### Performance

The success of the EPR projects, in particular, will determine the future of the nuclear industry. As such, it represents a key issue for the Group. Since December 2019, the Group has been implementing the Excell plan, which aims to enable the French nuclear industry to successfully complete its nuclear projects (see section 1.4.1.1.1 of the 2020 URD).

Such situations could, in particular in the event of non-compliance with the Group's contractual commitments or the Group's potential exposure in the event of major contingencies arising from the completion of these projects or the operation of these reactors, have a major impact on the Group's business, results, asset value, financial position, reputation, organisation and outlook.

### Operational control of EPR projects

#### France EPR Flamanville 3

The Flamanville 3 project (see section 1.4.1.1.3.1 "Flamanville 3 EPR project") is a major industrial, regulatory and financial challenge for the Group. In particular, meeting the timetable and cost objectives is still dependent on:

- implementing the action plan on a hundred welding seams to be reworked on the main secondary circuit piping (VPP and ARE<sup>4</sup>), as well as those of the 8 containment crossings for which ASN has requested immediate repair. For these penetration weld repairs, the preferred option of reworking by remotely-operated robots could run into difficulties, particularly in view of the innovative nature of this option and the delay in the appraisal by the ASN. On this point, the ASN authorisation is currently expected to be issued in the first quarter of 2021. The repairs to all these welds are critical to the completion of the EPR project within the target schedule;
- the documentary or corrective actions under study and their validation by the ASN following the incomplete observance of the 2006 study handbook for the location of the installation of three nozzles on the main primary circuit in respect of which a significant event was declared to the ASN on 2 March 2021;
- the re-testing by sampling prescribed by the ASN on the welds of the main primary circuit;
- the successful completion of the start-up tests still to be carried out and the transfer of all the systems to the operator;
- obtaining the various authorisations that must still be issued by the ASN, in connection with the examination of the technical files related to EPR licensing. In this context, a

---

<sup>4</sup> VVP: Main Steam System – PWR; ARE: water supply circuit for steam generators

## Risk Factors

---

decree of 25 March 2020 extended the maximum time limit for commissioning the reactor to April 2024;

- the ageing of equipment and materials due to the duration of the work;
- the emergence of any other risks, including while the works are continuing.

In a press release dated 9 October 2019, the Group noted that the provisional timetable for implementing the preferred scenario for reworking the feedthrough welds, subject to validation by the ASN of this scenario and the date on which it would be implemented, meant that the fuel could be loaded at the end of 2022. At the end of 2020, a review of the impact of the first lockdown on the construction site did not lead to a change in the fuel loading date and construction cost targets announced in October 2019, but showed that there is no longer any leeway for the project, either in terms of schedule or cost.

Meeting these targets remain dependent on many factors, in particular the investigations conducted by the ASN, notably regarding the procedures envisaged by EDF for dealing with the welds in the main secondary system. The postponement of the ASN's approval of the process for repairing crossing welds using remotely operated robots until the first quarter of 2021 poses an additional risk to the project's completion cost and schedule.

The risk relating to the schedule and completion cost is therefore very high and the project could face other potentially significant additional costs and delays in the event of new contingencies, in particular in the event that it ultimately proved necessary to halt the crossing weld repairs (EDF does not consider this to be a preferred scenario).

The construction cost to completion of €12.4 billion is expressed in 2015 euros and does not include interim financial interest. As this is a construction cost, it also does not include other elements necessary for the project such as spare parts for the subsequent operation of the plant, or the cost for replacing the vessel. The amount of interim interest as shown in the financial statements at the end of December 2020 amounts to €3,291 million. The additional costs compared to the previous estimate of €1.5 billion 2015 are mainly recognised in other operating income and expenses<sup>5</sup> and not in investments. For 2020, these additional costs recorded in other operating income and expenses amounted to €397 million.

Furthermore, these amounts correspond to costs incurred as of 31 December 2020, and not to costs anticipated to be incurred as at the fuel loading date scheduled for the end of 2022.

### **Renewal of the French nuclear fleet – EPR2**

Studies for the EPR 2 Project are underway in order to propose a competitive reactor with a view to partially renewing the existing nuclear fleet. Failure to meet the competitiveness target, the absence of an appropriate regulatory framework or the failure to obtain, or delays in obtaining, the necessary permits to continue the reactor's development could have an impact on the Group's financial position (see section 1.4.1.1.3.2 "Other "New Nuclear" projects of the 2020 URD).

On 25 January 2019, the French government published the main guidelines of the Multi-year Energy Programme adopted by a decree of 21 April 2020. In accordance with these directions, the government has asked EDF to prepare a comprehensive file with the nuclear industry by mid-2021 relating to a programme of renewal of nuclear facilities in France. The sector contract signed on 28 January 2019 by the French government and the Nuclear Sector Strategic Committee (CSFN) contains a section on the preparation of the industrial capacity necessary for the performance of a programme of construction of new reactors in France. In order to keep in line with this initiative, EDF has started to prepare economic and industrial proposals based on the EPR2 technology. EDF will provide the information to enable the French government to define an appropriate regulatory framework for the financing of such an industrial programme.

---

<sup>5</sup> IAS 16 paragraph 22 on abnormal costs incurred in connection with assets constructed by the Company. These costs will affect the years 2020, 2021, and 2022.



## Risk Factors

---

On 8 December 2020, the French President stated that "*the final decision on the construction of new reactors must be taken by 2023 at the latest, once the Flamanville EPR has been commissioned*". Further delays in the commissioning of the Flamanville 3 EPR, a further postponement of the decision or a decision not to build these reactors could impact the Group's financial situation.

### China

#### Taishan EPR

In China, the Group has a 30% stake in TNPJVC (Taishan Nuclear Power Joint Venture Company Limited) alongside its Chinese partner CGN and Guangdong Energy Group (19%). Taishan 1 and Guangdong Energy Group (19%) was the first EPR reactor to be coupled to the grid on 29 June 2018. It was commissioned on 13 December 2018. The Taishan 2 reactor became commercially operational on 7 September 2019 (see section 1.4.1.1.3.2 of the 2020 URD). The feed-in tariff for the electricity generated by Taishan has been set at RMB435/MWh (approximately €56/MWh) for at least 7,500 operating hours per year per reactor, with any surplus being sold at market price. The tariff is lower than expected by EDF. Taishan depends on the state-owned grid operator China Southern Power Grid for regulation between the different generation units. The first tariff and capacity call conditions, which are very important for the economic performance of the plant, are in force until the end of 2021. Together with CGN, efforts are continuing with the relevant Chinese authorities, who will determine the new tariff conditions. The profitability of the asset is also subject to the risk of changes in the volume of sales at this tariff, against a background of development in the electricity market.

### United Kingdom

In the UK, the new environment created by implementation of the Brexit (see section 1.4.5.1.2.4 of the 2020 URD) may lead to a change in the implementation and profitability conditions of projects and to reassessing or even discouraging investors associated with the Group's future projects in the United Kingdom or Europe. The agreement of 24 December 2020 could generate disruptions impacting ongoing projects. However, the Group's preparations for this new situation could limit its exposure to this risk as well as limit the extent of any impact (see section 1.4.5.1.3 of the 2020 URD).

#### Hinkley Point C – EPR

Control of the design and bringing the manufacturing and the major milestones of the Hinkley Point C construction site under control will determine the profitability of the project and the financing of any future projects in the United Kingdom. The Group has a 66.5% stake in the Hinkley Point C Project, alongside its Chinese partner CGN with 33.5% (see sections 1.4.1.1.3.2 "Other "New Nuclear" projects" and section 1.4.5.1.2.5 "Nuclear New Build Business" of the 2020 URD).

In June 2019, the HPC project achieved milestone D-0 (completion of the Unit 1 Nuclear Island Riser) as planned. The Unit 2 Riser was completed in line with the targets in June 2020.

A detailed review of schedule and cost was concluded at the end of January 2021 to estimate the impact of the pandemic so far. This review has concluded the following<sup>6</sup>:

- the start of electricity generation from Unit 1 is now expected in June 2026, compared to end-2025, previous target initially announced in 2016;

---

<sup>6</sup> Assuming the ability to begin a ramp up back to normal site conditions from the second quarter of 2021. Please refer to the Press release of 27 January 2021 "Hinkley Point C project update".

## Risk Factors

---

- the project completion costs are now estimated in the range of £<sub>2015</sub>22 to 23 billion<sup>7</sup>. As a consequence, the projected rate of return (IRR) for EDF (different from the project's IRR) is estimated between 7.1% and 7.2%<sup>8 9</sup>;
- the risk of COD delay of Units 1 and 2 is maintained at respectively 15 and 9 months. The realisation of this risk, for which the level of probability remains high, would incur a potential additional cost in the order of £<sub>2015</sub>0.7 billion. In this case, the IRR for EDF would be reduced by 0.3%.

The agreements between EDF and CGN include a capped compensation mechanism between both shareholders in case of cost overruns or delays. Given the expected level of completion costs, this mechanism is applicable and will be triggered when the time comes. EDF's published IRR takes this compensation<sup>10</sup> mechanism into account. These agreements are part of a Shareholders' Bilateral agreement signed between EDF and CGN in September 2016 and are subject to a confidentiality clause.

The project's financing needs will exceed the shareholders' contractual commitment by the end of construction, which will lead the Group to assume, by the end of construction, a portion of the financing needs that is greater than its share which would lead to difficulties in financing the project in the event of a shareholder misalignment.

The project's IRR is also sensitive to the exchange rate and could be reduced in the event of a significant fall in the pound sterling against the euro, in particular as a result of the implementation of the Brexit mentioned above; it could also be sensitive to inflation and electricity market prices<sup>11</sup>. Finally, the governance of the project could also be affected in the event of misalignment between shareholders. Changes to these different factors could have a significant impact on the Group's financial position.

### Sizewell C

EDF has also signed two other agreements with CGN relating to two nuclear projects in the United Kingdom: Sizewell C and Bradwell B (see section 1.4.5.1.2.5 "Nuclear New Build Division" of the 2020 URD).

During development phase previous to final investment decision, EDF's share is of 80% and CGN of 20%. EDF has planned to pre-finance the development up to its share of an initial budget of £458 million. Final investment decision is likely to be made by mid-2022. If it is postponed, an agreement should be reached on the financing of the additional costs incurred.

This project is based on the assumption that third party investors will invest a very large majority and EDF plans, at the date of the final investment decision, to become a very minority shareholder with corresponding limited rights and to deconsolidate the project from the Group's financial statements (including in the calculation of economic indebtedness by the rating agencies). At this stage, it is not certain that the Group will achieve this objective.

This financing model has never been implemented for projects of that scale before and therefore would be one of the largest ever equity issuance and project financing on the European market. Securing the appropriate risk-sharing mechanism and ultimately the corresponding financing structure ahead of the Final Investment Decision is therefore key for the project, the UK Government and the current shareholders. EDF's ability to make a final investment decision on

---

<sup>7</sup> Reminder on the costs previously announced in the Press release of 25 September 2019: £<sub>2015</sub>21.5 – 22.5 billion. Costs net of operational action plans, in 2015 sterling, excluding interim interest and excluding forex effect versus the reference exchange rate for the project of £1 = €1.23. Costs calculated on 27 January 2021 (see press release "Hinkley Point C project update") by deflating estimated costs in nominal terms using the British Construction OPI for All New Work index.

<sup>8</sup> EDF equity IRR calculated at the exchange rate of £1 = €1.13 and including the capped compensation mechanism in place between the project's shareholders. Previous IRR of 7.6% - 7.8% was based on an exchange rate of £1 = €1.15.

<sup>9</sup> Beyond the cost and construction time objectives, this IRR for EDF includes other structuring assumptions. In particular, it is sensitive to inflation rate assumptions and electricity price assumptions after the CfD period: a 0.1 point change in inflation has an impact of 0.1% on the IRR, a change in electricity prices of £<sub>2015</sub>10/MWh has an impact of 0.1% on the IRR.

<sup>10</sup> EDF equity IRR calculated at the exchange rate of £1 = €1.13 and including the capped compensation mechanism in place between the project's shareholders. Previous IRR of 7.6% - 7.8% was based on an exchange rate of £1 = €1.15

<sup>11</sup> beyond the CfD period.

## **Risk Factors**

---

Sizewell C and to participate in the financing of this project beyond the development phase could depend on the operational control of the Hinkley Point C project, on the existence of an appropriate regulatory and financing framework, and on the availability of sufficient investors and financiers. None of these conditions are guaranteed at this time.

The British government announced on 14 December 2020 that it was entering into discussions with EDF regarding the financing of Sizewell C.

Failure to obtain the appropriate financing framework and appropriate regulation could lead the Group not to take the investment decision or to take a decision under less than optimal conditions.

### **Bradwell B**

With regard to the Bradwell B project, the assessment by the Office for Nuclear Regulation of the generic design of the UK HPR1000 (UK Hualong) reactor model is underway and the development of this technology at the Bradwell B site in the UK may be impacted by this process. In January 2021, following an initial assessment of the generic design, the Environment Agency published conclusions stressing that this design has many environmentally acceptable elements, but that certain issues relating to heating, ventilation and air-conditioning systems, radioactive waste disposal methods and the use of feedback from the preparation of the various safety cases during the project must be addressed by the project. The Environment Agency expects to complete its design assessment of the Bradwell B project in early 2022.

Insofar as the projects Sizewell and Bradwell involve EDF and CGN, they are likely to be impacted by changes in diplomatic relations between the United Kingdom and China.

### **India**

#### **Jaitapur**

Following the signature in March 2018 with NPCIL (Nuclear Power Corporation of India Limited) of a non-binding Industrial Way Forward Agreement (IWFA) for the construction of six EPR-type reactors at the Jaitapur site, in India, with a total power of around 10GW, in accordance with the timetable set by the IWFA, EDF and its partners submitted a complete non-binding conditional offer to NPCIL at the end of 2018. In this offer, the EDF Group and its partners will supply all the studies and equipment for the nuclear island, the conventional island, the auxiliary systems as well as the heat sinks and galleries of the EPR technology. EDF will not invest in the project and the NPCIL client will be the overall project manager and integrator in the implementation phase (bearing in particular the risks of licensing, construction, assembly and overall integration). (see section 1.4.1.2.2 "Other "New Nuclear" projects" and section 1.4.5.3.6.2 "South-East and South Asia" of the 2020 URD). In 2020, the technical and commercial convergence process continued with NPCIL to enable EDF to submit a binding technical and commercial offer in the first half of 2021, subject to the establishment of a satisfactory nuclear civil liability framework. At the end of 2020, there was still a lack of convergence on some significant technical-commercial subjects. EDF aims to sign a General Framework Agreement in the months following the submission of the tender, which would allow project implementation activities to be launched.

The project has the risk profile of a supplier of engineering services and equipment supplies; its value therefore lies in the realisation of the margin included in the price of the services sold. Like all large complex industrial projects, this project presents technical, industrial and cost control risks for the scope under the responsibility of EDF and its partners, as well as a risk relating to compliance with pre-defined milestones, particularly with regard to the expected revenue model. In addition to the country risk, the conditions related to the nuclear civil liability framework in India and the securing of the project's financing plan must be resolved before the final contracts are signed.

#### **Framatome**

A fundamental element for the success of an EPR project and for the operating safety of EPR reactors in which the Group is involved is accounting for the needs of the final operator, who is

## Risk Factors

---

responsible for operational safety, from the beginning of the design phase and throughout the design and implementation of the EPR project.

Framatome can expose the Group through its activities for other nuclear operators or customers in France and abroad. Group exposure may be financial or involve the Group's reputation. Framatome's industrial performance remains strategic for EDF Nuclear Operator in France and the United Kingdom. The successful completion of an EPR project depends on quality and compliance with contractual clauses in Framatome's production of studies, components or services for each EPR Project.

In 2020, Framatome continued the action plan aimed, through studies and tests, at identifying and dealing with the deviations observed in 2019 in the stress relieving heat treatment processes used to weld primary or secondary circuit components. With the approval of the safety authorities of the countries in question, the units affected by these deviations continued to operate and a procedure was agreed with the French authority to deal with deviations relating to equipment in the course of manufacture. To date, Framatome has not received any formal complaint from its customers.

Framatome's integration into the EDF Group assumes that new nuclear reactor projects will be developed in France and abroad and aims to develop synergies to enhance the attractiveness of the French offer. Failure to achieve these objectives could jeopardise the competitiveness of the nuclear sector in France and that of the Group in its international development, and the success of all EPR Projects.

Other issues and risks specific to nuclear activities, whether in terms of nuclear safety, control of operation and maintenance operations, long-term commitments or the fuel cycle, are specified in section 2.2.5 "Specific risks related to nuclear activities" of the 2020 URD.

### **4B – Hydraulic safety violations.**

**The hydroelectric facilities operated by the Group present risks with potentially serious consequences for people, property and the environment that could have a financial and reputational impact on the Group.**

**Criticality in view of the control actions undertaken: Intermediate.**

The Group's hydraulic structures present specific risks with potentially very serious consequences: breakage, overflow during floods, operating manoeuvres. Hydropower safety comprises all the measures taken when designing and operating plants to reduce risks and hazards to people and property associated with water and the presence or operation of facilities. Hydropower safety is the major and permanent concern of the producer. It falls under the purview of the Group's CSR "nuclear safety, health and security" issue. It involves three main activities:

- measures to address the major risk associated with dam or reservoir failures, through the regular monitoring and maintenance of facilities under the supervision of public authorities, mainly the French regional environment, land use and housing authorities (*Directions Régionales de l'Environnement, de l'Aménagement et du Logement – DREAL*). Of the largest dams, 67 of them are subject to a special administrative procedure implemented by the competent prefect;
- the management of facilities during periods of exceptionally high water levels, in order to ensure safety at the facilities and for the surrounding communities;
- control of operational risks: changes in the level of the water bodies or the flow of watercourses downstream of the works.

EDF regularly monitors and maintains its dams, including through continuous monitoring. The real-time readings and analysis, at each site, of multiple data (settlement, pressure, leakage measurements, combined with the visual inspection of the concrete and an inspection of the

mechanical parts, etc.) enable EDF to conduct a regular assessment on the state of its dams. In Grenoble and Toulouse, EDF teams can analyse the largest dams or those dams that are the hardest to access, remotely and in real time, using a series of sensors.

Furthermore, for each of the large dams, a danger study, including a complete examination, is conducted every ten or fifteen years (for one class A dam and one class B dam respectively). This examination requires draining or an inspection of the submerged parts with sub-aquatic equipment. These operations are carried out under the strict control of the French State authorities (*Service de Contrôle et de Sécurité des Ouvrages Hydrauliques* (Hydraulic Works Control and Safety Department) within each DREAL (French regional environment, land use and housing authority)).

At the organisational level, the Hydropower Safety Inspector prepares an annual report for the Chairman and CEO of EDF, to which he or she reports directly, as well as to those involved in hydropower safety (see section 1.4.1.3.1.3 "Hydropower safety" of the 2020 URD). Issued after analyses, inspections and assessments carried out by the Hydropower Safety Inspector, this report aims to give an opinion on the level of hydropower safety of the Group's installations and provide a basis for reflection and progress to ensure its improvement and consolidation. This report is made public on the Group's website.

#### **4C – Occupational health or safety violations (employees and service providers).**

**The Group is exposed to health and safety risks in the workplace, both in terms of its employees and those of its service providers.**

**Criticality in view of the control actions undertaken: Intermediate.**

Human resources and their related skills are a major challenge for the Group and its service providers. The industrial nature and diversity of the Group's activities reinforce the crucial importance of complying with the rules and taking into account the various risks that may affect people working in the Group's industrial facilities in order to protect health and safety in the workplace.

The risk of work-related accidents or occupational illnesses cannot be excluded in all of the Group's areas of activity. The occurrence of such events may lead to lawsuits against the Group and may result in the payment of damages, which could be significant.

To address this risk, the Group has for many years taken the steps necessary to comply with the health and safety laws and regulations in the various countries in which it operates, and considers that it has taken the measures required to ensure the health and safety of its employees and that of its subcontractors.

Each Group entity has action plans aimed at continuously improving health and safety at work. Actions are also carried out at the level of the Group as a whole: defining and promoting vital rules, the day-long shutdown on 20 October 2020 to jointly discuss the persistence of fatal accidents.

#### **4D – Attacks against assets, including cyberattacks.**

**The Group is exposed to risks of failure of or damage to its tangible or intangible assets, including its information system. In particular, these risks may arise from malicious actions, including cybercrime.**

**Criticality in view of the control actions undertaken: Intermediate.**

The facilities or assets operated by the Group or its employees may be the target of external attacks or malicious acts of any kind. An attack or malicious act committed on these facilities could have consequences such as injury to persons and/or damage to property, the Group being held liable on the grounds of measures judged to be inadequate and interruptions to operations. The Group would also be forced to make additional investments or incur additional costs if laws

## Risk Factors

---

and regulations relating to the protection of sensitive sites and critical infrastructures became more stringent.

The Group operates multiple, interconnected and complex information systems (databases, servers, networks, applications, etc.) that are essential to the conduct of its commercial and industrial activity, the preservation of its human, industrial and commercial assets, and the protection of personal data (of customers and employees) which must adapt to a rapidly changing context (digital transition, development of teleworking, new ways to share work in extended companies with suppliers, changes in regulations, etc.).

The frequency and sophistication of information system hacking and data corruption incidents are increasing worldwide. The impact of a malicious attack – or any other failure resulting in the unavailability of information systems – may have a negative impact on the Group's operating activity, financial, legal and asset situation or reputation.

The EDF Group has defined an Asset Security policy in the face of malicious acts and an Information System Security policy to prevent this risk and limit its impact in the event of an attack. These policies are supplemented by guidelines on the protection of personal data. However, the Group cannot rule out an attack on its information systems that would have consequences on the Group's operational activity, its finances, its legal position, in particular with regard to the integrity of personal data, or its reputation.

A charter for the use of IT resources is annexed to the Company's internal regulations. IS security training courses adapted to different profiles (users, project managers, IS security managers, etc.) are offered to employees. The Audit Committee of the Board of Directors receives reports on cyber security risk management. Several dozen security audits are carried out each year by external PASSI qualified IS security audit companies (IS security audit providers) by the ANSSI (French National Agency for Information Systems Security), both on IT infrastructures and on business information systems. In addition, the EDF Group SOC (Security Operational Center) reports on IS security incidents on a monthly basis.

In 2020, the main actions deployed in the areas of cybersecurity, protection of intangible assets and, more generally, the company's resilience to the risks of damage to information systems are:

- continuing to notify cybersecurity objectives to the Directors of the Group's main entities;
- deploying within the entities a security reference framework based on the rules of the *Agence nationale de la sécurité des systèmes d'information* (French National Agency for Information Systems Security);
- including a cybersecurity clause in the general terms and conditions of purchase of service provider agreements;
- having the EDF CERT (Computer Emergency Response Team) carry out the incident response function in conjunction with all the Group's entities and external CERTs, in particular through its integration into the network of the main French CERTs managed by ANSSI;
- having the entities develop a reference framework identifying and classifying groups of information enabling EDF staff to know the level of sensitivity of the information they create and handle and to protect it accordingly, particularly in the context of the migration of collaborative tools to the Microsoft cloud;
- creating an Information Protection and Cybersecurity Awareness Raising Steering Committee tasked with strengthening action and synergies. All Group entities take part in this Committee along with the major French subsidiaries, Framatome, Enedis, EDF RE and Dalkia. The European subsidiaries are shareholders and will take part in 2021, in compliance with the rules of management independence that apply to regulated subsidiaries;

## Risk Factors

---

- the first joint action of this Committee is setting up mandatory training for Group managers in Cybersecurity and information protection (Cybersecurity Passport).

In addition, IS crisis drills are regularly carried out to test the various measures put in place.

### **4E – Operational continuity of supply chains and contractual relationships.**

**The Group is exposed to the operational continuity of supply chains and contractual relationships with its suppliers as well as to fluctuations in the price and availability of materials, equipment or services it purchases in the course of its business activities.**

#### **Criticality in view of the control actions undertaken: Intermediate.**

The Group's needs may arise in markets with a reduced area or in markets subject to growing pressure, due in particular to the structure and evolution of the industrial offer or to increased competition from new uses that make the Group's industrial uses less attractive or more expensive. This pressure is attributable in particular to the growing needs of information systems and the needs of energy actors, especially those related to climate transition. These market pressures may increase the cost of supplying certain critical products or services and lead to a reduction in supply by some suppliers in response to a contraction in their margins. Fluctuations in the price and availability of certain raw materials or products that play a key role in setting the price of electricity and energy services may affect the Group's supply capacity and results.

The Group uses technologies, mainly in the fields of nuclear, hydraulic or renewable energy generation, electrical storage or mobility, that require materials or elements that may be highly sensitive in terms of access<sup>12</sup>. The scarcity or conditions of access to certain raw materials may be critical for the Group due to geological, geopolitical, industrial, regulatory or competitive limitations, particularly in a context of energy transition. Certain crisis situations, such as the Covid health crisis, may also accentuate or generate difficulties of access to certain products, materials or services required for the Group's activities and may make performing certain services particularly complex or delay their completion. The development of uses, particularly related to storage, the growth of renewable energies and the penetration of low-carbon electricity, could pose problems of access to certain materials: Lithium for batteries, ferromagnetic rare earths for wind power, Indium or Selenium for solar energy. These difficulties could limit the Group's ability to achieve its development objectives. In addition, control of the conditions under which raw or semi-finished materials are extracted, processed, packaged or made available for the Group's needs may be subject to provisions calling for greater control of regulatory requirements and a duty of vigilance.

Moreover, the Group currently depends on a limited number of industrial players with specific skills and the required experience. This situation reduces competition in markets where EDF is a buyer and exposes the Group to the default risk of one or more of these specialised suppliers or service providers. Restructuring observed at the level of major groups (GE, ABB, ENGIE, Rolls-Royce, Bilfinger, etc.), some of which are under pressure from activist minority funds, may also have an impact on the quality and operational continuity of contracts in progress, or the cost of services rendered and products delivered. But apart from the large groups, it is the small and medium-sized French companies that represent the essential part of the industrial fabric of suppliers. These companies have so far weathered the Covid crisis relatively well. Indeed, those companies that were the most affected suffered from their exposure to the aeronautics, oil and automotive sectors rather than the nuclear sector, as the nuclear sector continued to ensure sustained activity thanks to the major maintenance projects underway in France in particular. However, the trend of financial fragility observed over the last ten years or so continues, although bankruptcies, which are limited in number, generally end in a takeover and provide an opportunity for revitalisation. Regular monitoring of the situation of these suppliers is carried out through specific reviews.

There may also be difficulties in terms of relationships with the partners involved with EDF in completing these projects. Trade tensions between the United States and China could have an

---

<sup>12</sup> The topic of Uranium supply is not considered here. It is dealt with in Risk 5D "Control of the fuel cycle".

impact on the conduct of some of these projects given the technologies and partnerships implemented.

In this regard, in October 2018, the US Department of Energy ("**US DoE**") issued a decision on civil nuclear cooperation with China which deals in particular with the transfer of US goods and technology, or goods and technology of US origin, to CGN (which is a partner of EDF, in particular in New Nuclear projects in the UK), its subsidiaries and related entities. This decision concerns technologies relating to equipment within or directly attached to the vessel of the nuclear reactor, core power control equipment and equipment that contains or is in direct contact with the primary fluid. On 14 August 2019, the United States Department of Commerce ("**US DoC**") issued a ruling placing four CGN Group entities on the list of entities subject to restrictions ("**Entity List**") concerning any transfer of goods and technology, in particular US dual-use goods and technology, or dual-use goods and technology of US origin (or including a certain percentage of US content) subject to the jurisdiction of the US DoC (export administration regulations: covering all goods and technology, in particular dual-use commercial goods and technology, other than those subject to the jurisdiction of the US DoE and the Nuclear Regulatory Agency). As a result of these decisions, the transfer of goods and technology to the entities in question for the technical scope covering them under the decisions, must be specifically authorised in advance by the competent US courts, with the presumption that such authorisation will be refused.

In addition, the US Department of Defense published in June 2020 a list of entities, including CGN, presumed to belong to or be affiliated with the Chinese army. As a result of these measures, the People's Republic of China enacted its first integrated law on the control of exports of sensitive goods and technologies (December 2020), as well as a "blocking law" against decisions, particularly those of the United States, that are extraterritorial in scope (January 2021). In response, and in order to ensure its compliance with these laws and decisions, the EDF Group (EDF SA, NNB, Framatome, etc.) has taken precautionary measures in connection with the organisation of its nuclear projects, particularly in the United Kingdom.

The Excell plan aims to meet these challenges: strengthening the sector's skills (welding plan and actions in connection with professional and educational structures), improving supplier selection and qualification processes, taking into account the "Ethics and human rights" and "Territorial development" CSR issues, as well as increasing the number of more partnership-based contractual terms and conditions. GIFEN<sup>13</sup> is also a key player as a relay for the Group's industrial policy.

The Group's performance is also based on the contracts signed with suppliers of equipment or services. Improved contractualisation and management of the contracts that have been entered into, in particular through the implementation of vigilance actions at each stage, is a major issue in terms of controlling operations, deadlines and associated costs.

The Contract Management function aims to improve the management of risks and create opportunities in the management of contracts. This function calls upon Contract Managers in the departments throughout the contractual process. It is an additional line of defence in the management of contracts, in relation to Group top managers and the departments. The Contract Management Department, attached to the Secretary General, is responsible for structuring this function, coordinating the Contract Management sector, determining the performance measurement reference system, professionalising the players and providing business knowledge and a digital Contract Management tool.

#### **4F – Risk of blackout or supply/demand imbalance.**

**Repeated customer power supply interruptions, or a black out, or a widespread power grid incident, in a territory served by the Group could have consequences for the Group's activities, financial position and reputation, particularly if they were partly attributable to the Group.**

---

<sup>13</sup> *The Groupement des Industriels Français de l'Énergie Nucléaire* (French Nuclear Energy Industry Group), created in June 2018, aims to bring together all the actors of the French nuclear industry to ensure the attractiveness of the sector and maintain its skills.



### **Criticality in view of the control actions undertaken: Moderate.**

The Group may be faced with repeated power outages or even a black-out, a widespread network incident of considerable scale, or be involved in it, even if the triggering incident occurred on a network not operated by EDF or was attributable to another player.

The causes of power outages can be diverse: local or regional imbalance between electricity generation and consumption, accidental power supply or transmission failure, cascade failures, interconnection problems, delays in investment and the necessary network conversions to meet the needs of energy and ecological transition, difficulty in coordinating players, particularly in a market with insufficient or evolving regulation. An external crisis, such as the Covid health crisis, can, through the disruptions it generates, constitute an aggravating risk factor.

The initial impact of such power failures could be repair costs incurred to re-establish power or restore the network. Power failures may also generate capital expenditures if it were decided, for example, to install additional generation or network capacity. This could also cause a decline in the Group's turnover. Finally, they could have a negative impact on the Group's financial position or reputation with its customers and all its stakeholders, particularly if the power outage were to be partly attributable to it.

### **4G – Industrial safety and impact on environmental assets, including biodiversity.**

**The Group operates facilities for which accidents could, in the event of a failure in industrial safety, have serious consequences on the human or natural environment, particularly in terms of biodiversity and environmental capital (soils and water).**

### **Criticality in view of the control actions undertaken: Moderate.**

The Group operates or has operated facilities which, as part of their day-to-day operations, can, may or may have been the cause of incidents, industrial accidents having environmental and health impacts. The Group's facilities may be located in industrial areas where other activities subject to similar risks exist, which means that the Group's own facilities may be impacted by accidents occurring at neighbouring facilities owned by other operators and not under the Group's control.

Biodiversity issues concern all the Group's facilities and projects, particularly in France where EDF is a landowner and a manager of natural resources of great importance. The risk management studies carried out on each industrial site integrate potential health or environmental impacts and avoidance measures in the event of accident situations. In this respect, feedback from the fire that occurred on 26 September 2019 at the Lubrizol plant in Rouen will be included in the analyses. This issue is all the more important as energy transition introduces new or reinforced requirements in relation to protection of biodiversity. The Group is committed to biodiversity through its corporate social responsibility concerns relating to the preservation of the planet's resources.

Measures taken for industrial safety and the control of these risks may not be fully effective, which could have consequences for people, property and immediate surroundings. The Group may be held liable.

In case of a major accident, insurance policies for civil liability and damages taken out by the Group could prove to be significantly inadequate, and the Group cannot guarantee that it will be able in the long run to maintain a level of cover at least equal to current cover levels.

Risks specific to nuclear facilities are further developed in "Specific risks related to nuclear activities". Risks specific to hydraulic facilities are set out in 4B above.

The impact of an industrial safety failure may have a negative impact on the Group's operational activity, its financial or legal position, on the environmental assets, or its reputation, and may affect the Group's ability to achieve Corporate Responsibility Objective with respect to biodiversity.

The Group owns 40 facilities classified as Seveso under the European Directive for the prevention and management of major industrial risks. These are essentially storage or warehousing facilities for oil, gas or chemicals. The regulatory requirements applicable to this type of facility are implemented at all relevant Group sites. In addition, the Group's French Seveso sites have all responded to requests from prefects following the fire that occurred in 2019 at the Lubrizol plant, a Seveso classified site in Rouen.

### **SPECIFIC RISKS RELATED TO NUCLEAR ACTIVITIES**

The EDF Group is the world's leading nuclear operator in terms of the number of reactors in operation (71 reactors for which the EDF Group is the nuclear operator, out of 444 power reactors in operation in the world on 14 January 2021)<sup>14</sup>.

The Group has basic nuclear fuel cycle facilities and carries out activities in research, equipment manufacture and the supply of services to other nuclear operators, since the integration of the Framatome subsidiary, within the scope of the Group in 2018.

In addition, the Group holds minority stakes in nuclear power plants in operation in China, the United States and in Belgium, which it does not operate.

The Group is investing in new reactor projects in France, the United Kingdom and China and carries out its nuclear industrial activity in other countries, notably India and the United Arab Emirates, countries in which nuclear operators signed agreements with the Group.

The share of nuclear energy, as a low-carbon form of energy and a part of the Group's electricity mix, thus represents a significant industrial asset for the competitiveness and development of the Group.

Given the low impact of fossil carbon dioxide emissions from the nuclear industry over the entire industrial lifecycle, the performance and control of nuclear activities contribute directly to the achievement of Corporate Responsibility Objectives. The control and performance of nuclear activities are at the heart of EDF's sustainable development policy.

The nuclear activities of EDF are associated with the following issues:

- as with any nuclear operator, the latter's obligations mean giving ongoing priority to nuclear safety, based on technical and organisational provisions in order to guard against a nuclear accident and, in the hypothetical event of an accident occurring, to limit the consequences of such an accident. These principles are reaffirmed in the revision of the Group's nuclear safety policy in 2021. The nuclear business is carried out under the control of nuclear safety authorities in countries where the Group exercises nuclear operator responsibility. Failure to take nuclear safety into account as the number one priority could have a significant, even vital impact on the Group;
- the Group's nuclear activity is subject to detailed and demanding regulations with, particularly in France, a system in place that monitors and periodically re-examines basic nuclear facilities, which focuses, firstly on nuclear safety, protection of the environment and public health, but also on security considerations regarding malicious acts. These regulations may be significantly tightened by national or European authorities. Furthermore, stricter regulations or possible non-compliance with current or future regulations could result in the temporary or permanent shutdown of one or more of the Group's plants or financial penalties as stated in Article L. 596-4 of the French Environmental Code. Cases of non-compliance with regulations or non-compliance with commitments undertaken may also be used by third parties against EDF and brought before the courts. The increased number of requests emanating from the French Nuclear Safety Authority (NSA) and enhanced controls may increase EDF's compliance costs and risks;

---

<sup>14</sup> Source: [www.iaea.org/pris](http://www.iaea.org/pris)

- although the nuclear business can contribute effectively to the security of energy supply and to combating the greenhouse effect, it must also demonstrate its competitiveness and its acceptance over the different time scales in which it operates. Nuclear activity by its very nature requires substantial and long-term investments. The robustness and efficiency over time of maintenance and upgrading programmes for the operating fleet, new reactor projects, and the respect of very long-term commitments are inevitably subject to extreme vigilance, with industrial cycles that span a century or even beyond;
- the nuclear fuel cycle is part of this long-term industrial outlook. EDF has a specific responsibility to develop a long-term strategy with the various stakeholders;
- the nuclear business is an industrial activity that brings together a large number of industrial partners in France, Europe and throughout the world. In France, EDF was assigned the role of lead company in the nuclear sector by the public authorities, with the integration of the Framatome subsidiary, which involves specific risks associated with the exercise of this responsibility and the activities of Framatome.

In light of the fact that EDF is the world's largest nuclear operator, exploiting global feedback and making comparisons with best practices internationally<sup>15</sup> represents an ongoing challenge to ensure that the EDF Group is well positioned to be able to sustainably manage the risks associated with being the world leader.

### **5A – Failure to comply with the objectives (i) in terms of operation and/or (ii) in terms of extending the operating life of nuclear power plants (France and United Kingdom).**

**The Group may not meet its nuclear power plants' operating objectives in terms of safety and availability. It may also not continue operating its reactors beyond the current planned expiry date, or even be authorised to operate them until that date in both France and the United Kingdom. In addition, the Group may not be able to control costs and deadlines for upgrading its operating fleet (*Grand Carénage* refurbishment projects in France). This represents a major risk for the Group.**

**Criticality in view of the control actions undertaken: Strong.**

#### **Nuclear fleet in France**

The health crisis could affect the achievement of operating targets and the success of maintenance projects, including the *Grand Carénage* projects. If the health crisis were to worsen, it could lead to further delays or additional costs, particularly due to public health requirements (social distancing, curfews, lockdowns, etc.).

The fleet of nuclear reactors that the Group currently operates in France is highly standardised (see section 1.4.1.1.1 "EDF's nuclear fleet in France" of the 2020 URD). This enables the Group, in particular, to achieve economies of scale, to apply improvements made to its newest reactors to all reactors and, in the event of a reactor malfunction, to anticipate the measures to be taken in other reactors. But this standardisation has a potential parallel risk of the dysfunction being common to several reactors or to a generation or series of reactors (see section 1.4.1.1.2 "Nuclear power generation in France" of the 2020 URD).

The Group cannot guarantee that it will not be required to make significant or costly repairs or modifications to all or some of its plants. In addition, the occurrence of events that could have an impact on the operation of the fleet or on its output, which could lead to a temporary shutdown or closure of all or part of the fleet cannot be ruled out. For example, the deviation related to the stress relieving process for steam generator (SG) welds which was detected and reported to the Safety Authority in the summer of 2019 concerned the SGs installed on six reactors in the nuclear

---

<sup>15</sup> Exploitation of standards and feedback from the International Atomic Energy Agency and the World Association of Nuclear Operators (WANO).

fleet operating in France and the Flamanville 3 EPR. However, this event did not ultimately lead to reactor unavailability (see Risk 4A – Framatome).

During the periodic reviews carried out during the ten-yearly inspections and following the Fukushima accident in Japan, the Group drew up a major work programme, called *Grand Carénage*, the principle of which was approved by the Board of Directors (see section 1.4.1.1.2 of the 2020 URD). The potential risks of the latter include a possible delay in the appraisal of the authorisations required to start operations, in particular as regards the authorisations expected from the French Nuclear Safety Authority (ASN). Such uncertainties may also concern the manufacture and delivery on site of new equipment or work carried out on-site in a situation where a large number of industrial operations are being carried out at the same time. Any delays caused by the health crisis may also mean that the work will not be able to be completed within the stipulated timeframe.

The ASN decides on the measures taken by the operator and may give additional instructions for each reactor. Solutions are being studied to demonstrate the capacity of non-replaceable equipment such as the containment building and reactor vessels, to ensure their operation up to 60 years. These studies, which are based on data available in France but also internationally<sup>16</sup> make it possible to confirm the safety margins available for the operating periods under investigation but may also lead to the need to adopt additional protective measures, if necessary, to be taken on the existing fleet, which could have consequences on its performance.

In order to continue to benefit from low-carbon monitored generation and cash flow from its existing fleet, the Group has been aiming for several years to extend the operating life of its nuclear fleet in France beyond 40 years. The fourth ten-yearly inspection of the 900MWe reactor series (VD4-900), like the previous ones, includes, on the one hand, a verification of the compliance of the facilities with the current reference design and, on the other hand, a safety reassessment. This makes it possible to increase the level of safety by taking into account, on the one hand, international best practices and, on the other hand, the condition of the facilities, the experience acquired during operation and the evolution of the knowledge and rules applicable to similar facilities. As part of this process, the ASN could prescribe significant additional amendments.

In its decision of 23 February 2021 on the conditions for continued operation of EDF's 900MWe reactors beyond their fourth periodic review, the ASN found that the measures planned by EDF, supplemented by the responses to the requirements formulated by the ASN, will make it possible to achieve the objectives of the review and that these safety improvements open up the prospect of continued operation of the 900MWe reactors for a period of ten years beyond their fourth periodic review, subject to the implementation of additional measures. These new requirements lead to an increase in investments and an additional industrial load of around 25% compared to the already very ambitious initial programme, increasing the risk on the ability of industrialists to make the necessary investments within the stipulated deadlines. This additional cost is taken into account for the period from 2014 to 2025 in the cost increase for the *Grand Carénage* project as announced in the press release of 29 October 2020. Capital expenditure will remain high after 2025.

In accordance with the French Environmental Code, the provisions proposed by EDF during reviews after the 35th year of operation will be submitted reactor by reactor to the ASN for authorisation, after a public enquiry. For Tricastin 1, the VD4 (pilot plant) started on the 1st of June 2019 and ended with re-coupling on 23 December 2019, after the ASN had given its authorisation to restart. The periodic review findings report (RCR) was transmitted in February 2020 and will be the subject of a public enquiry in 2021, after publication of the generic ASN opinion on the VD4. The ASN opinion on the Tricastin 1 periodic review report is expected to be issued in late 2021 or early 2022. It is likely to include site-specific requirements in addition

---

<sup>16</sup> In the US, four reactors have been licensed to operate for up to 80 years, while the licence application is still under examination for six other reactors: The Nuclear Regulatory Commission (NRC) staff has defined subsequent license renewal (SLR) to be the period of extended operation from 60 years to 80 years ([www.nrc.gov/reactors/operating/licensing/renewal/subsequent-license-renewal.html](http://www.nrc.gov/reactors/operating/licensing/renewal/subsequent-license-renewal.html)).

## Risk Factors

---

to the requirements of the generic opinion, impacting industrial load and costs. As of 10 February 2021, the VD4 is in progress for the Bugey 2, Bugey 4 and Tricastin 2 nuclear units.

In 2016, the Board of Directors considered that all the technical, economic and governance conditions necessary to align the depreciation period of the French nuclear fleet with the Group's industrial strategy were met (see notes 1.3.4 "Management judgements and estimates" and 1.3.4.1 "Depreciation period of nuclear power plants in France" of the appendix to the consolidated financial statements at 31 December 2020). It therefore approved the extension in the consolidated financial statements of the depreciation period for 900MW PWR plants outside Fessenheim from 40 years to 50 years, without anticipating the decisions of the ASN on EDF provisions on a reactor-by-reactor basis after each 10-year inspection. It cannot be ruled out that the extension of the operating life of certain 900MW reactors may not be authorised, but an important step has been taken with the generic opinion issued by the ASN on 23 February 2021. With regard to the Fessenheim nuclear power plant, Reactor no. 1 was shut down on 22 February 2020 and Reactor no. 2 on 30 June 2020.

The continuing of operation of the other series of France's nuclear fleet (1,300MW and 1,450MW), which are more recent, remains an industrial objective for the Group.

The Group cannot guarantee that it will receive the expected operating lifespan extension from the competent authorities. Furthermore, such extensions could also be obtained under certain conditions, the financial impact of which, in particular in terms of investments, could affect the Group's strategy with respect to extending the operating life of its reactors or the Group's ability to pursue its global investment strategy. These events could have a significant negative impact on the Group's financial position.

### **Nuclear facilities in the United Kingdom**

In the United Kingdom, the ongoing analysis of graphite ageing in the AGR (Advanced Gas Reactor) reactor may lead to prolonged unavailability or early shutdown of the reactors. The cracking of graphite subjected to irradiation must be carefully monitored, with inspections carried out regularly, and controlled by the Office for Nuclear Regulation ("ONR"), to ensure that there is sufficient knowledge of the core to justify continued operation. In August 2020 and November 2020 decisions were made to terminate the operation of the Hunterston B power plant no later than 7 January 2022 and the Hinkley Point B power plant no later than 15 July 2022. Operations may cease before these dates if a new safety case is not approved. For Hinkley Point B this safety case is required to restart the two reactors currently shut down for graphite inspection.

The current planned operating period for the reactors in EDF Energy's existing nuclear fleet ranges from 41 to 47 calendar years for advanced gas reactors (AGRs) and is 40 years for the Sizewell B pressurised water reactor (PWR). Since EDF Energy acquired them, the operating lifespan of the AGR power plants has been extended by 8 years on average and the objective is to increase the operating life of the PWR power plant by 20 years after the currently planned 40 years (see section 1.4.5.1.2.2 "Nuclear generation" of the 2020 URD). Nevertheless, given the nuclear safety rules applicable in the United Kingdom and AGR reactor technology in particular, the Group cannot guarantee that EDF Energy will obtain the necessary authorisations from the ONR when the time comes to operate its existing nuclear reactors until the currently planned (AGR) or potential (Sizewell B) end of operation date, or that such authorisations will not be obtained under conditions involving significant expenditure or investment by the Group.

In view of the risk of early shutdown due to difficulties in preparing the safety case owing to the graphite inspection at Hunterston B and Hinkley Point B, EDF Energy has set itself the target of having a safety case for the removal of fuel at these two plants as from May 2021. An accelerated fuel withdrawal strategy would be implemented in the event of any risk of an early shutdown of the other AGR plants. If this strategy were to be adopted, it may require that the value of the assets be re-examined.

Given the ageing of the British fleet and the many technical difficulties encountered, the future level of output of the AGR reactors currently in service is very uncertain.

### Other nuclear facilities

For nuclear reactors where EDF is not in charge of operation but has financial interests (United States, Belgium, China), the Group is also financially exposed to some risks. The Group may need to contribute up to the amount of its share to costly repairs or modifications to be carried out on these units or to events that may have an impact on their operating lifespan, production or availability. As in France and the United Kingdom, the nuclear safety authorities in these countries may take decisions that require additional works or controls, in particular as regards exploiting feedback from international experience and anticipating potentially precursory events.

### Other risks

Furthermore, despite the quality of operations and the changes made by the Group to its nuclear facilities, it cannot be ruled out that some of these facilities will be subject to special operating conditions to reinforce the operating safety margins at the initiative of the nuclear operator responsible for nuclear safety or at the request of the Nuclear Safety Agency.

Finally, a potential serious nuclear accident not involving the Group but with widespread consequences worldwide could lead the Safety Authorities to require new reactor upgrades applicable to the Group's reactors, and to those in which the Group has a stake.

### **5B – Control of radioactive waste treatment and decommissioning of nuclear facilities, and ability to meet related commitments.**

**The provisions set aside by the Group for the decommissioning of nuclear facilities and for the treatment and ultimate disposal of radioactive waste, including long-lived waste from spent fuel treatment and decommissioning, may prove to be insufficient. In particular, decommissioning existing nuclear facilities may present currently unforeseen difficulties or be much costlier than anticipated. In addition, these operations must address the CSR challenge of waste management and the circular economy. The amount of dedicated assets in France allocated by the Group to cover the costs of its long-term nuclear business commitments (radioactive waste and decommissioning) might need to be revised upwards or require additional expenditures.**

**Criticality in view of the control actions undertaken: Intermediate.**

### Decommissioning

The decommissioning operations underway in France (see section 1.4.1.1.2.3 "Decommissioning of nuclear power plants") concern plants that were built and operated before the current nuclear fleet, including the Superphenix plant ("first generation" plants). These operations cover four different reactor technologies: heavy water reactor (Brennilis), sodium-cooled fast reactor (Superphenix at Creys-Malville), graphite-moderated and gas-cooled reactor (NUGG reactors at Chinon, Saint Laurent and Bugey) and the pressurised water reactor ("PWR") at Chooz. Each of them is a first for EDF, and apart from the PWR, they concern reactor technologies for which there is little or no international experience. They therefore require development of new methods and technologies that are riskier than technologies for which feedback already exists. The decommissioning of the PWR at Chooz A does benefit from some feedback (essentially American and of a limited nature) but it has the innovative specific feature of being located in a cave, which also makes it an unusual operation for which experience is not immediately transferable and which includes specific risks.

The Chooz A PWR decommissioning operations are continuing with the cutting and removal of the vessel internals according to schedule, after the reactor pool was filled with water in 2018 and the vessel was opened in March 2017.

The feedback from the PWR at Chooz will enable consolidation, as far as possible, of the studies and estimates on the future costs of decommissioning the nuclear fleet currently in operation ("second generation" power plants). The first reactor of the Fessenheim power plant was definitively shut down on 22 February 2020. The second was shut down on 30 June 2020. These

## Risk Factors

---

two reactors will be the first of the nuclear fleet currently in operation to benefit from this feedback for their decommissioning. Nevertheless, neither EDF, nor any other operator, has yet undertaken a decommissioning programme on a scale comparable to that of the Group's current PWR fleet and the estimates therefore involve risks that are associated in particular with this scale effect.

The timing and cost of the work are also dependent on administrative authorisations and the availability, at the necessary time, of radioactive waste storage centres or other facilities necessary for the conditioning, treatment or storage of waste containers.

In addition to these technical and industrial sensitivity factors, the amount of provisions currently set aside may change in the coming years. Indeed, the assessment of the need for these provisions is sensitive to the assumptions used for costs, planning, inflation rates and long-term discount rates, and to any change in the regulations, in particular those relating to the scope of expenses to be covered. The amount of these provisions, in accordance with the French Environmental Code, is subject to control by the administrative authority, which verifies in particular the adequacy of the provisioned expenses and imposes a cap on the discount rate for the provisions.

Given these sensitivity factors, changes in certain parameters may require significant adjustments of the provisions booked and, therefore, the Group cannot guarantee that the provisions booked will equal the costs actually incurred at the relevant time, which would have an adverse impact on the Group's financial position (see note 15 of the appendix to the consolidated financial statements for the fiscal year ended 31 December 2020). The Group regularly conducts an update of the key assumptions underlying the provisions (see note 15 of the appendix to the consolidated financial statements for the fiscal year ended 31 December 2020).

With regard to the provision for decommissioning of nuclear power generation facilities in France, the amount of expenses under economic conditions at the end of 2020 is estimated at €27,093 million, the corresponding provision is €17,489 million. As for the last core provision, costs based on year-end economic conditions are estimated at €4,258 million and provision at present value amounts are valued €2,711 million, as the discounting effect is very significant due to distant waste storage maturities. Note 15.1.1.5 "Analyses of sensitivity to macro-economic assumptions" of the appendix to the consolidated financial statements for the fiscal year ended on 31 December 2020 indicates the analyses of sensitivity of provisions and Group's results to a discount rate change, for the different types of provisions.

The provisions of Framatome and Cyclife France (formerly SOCODEI) relating to basic nuclear facilities in France amounted to €78 million and €62 million respectively (see note 17.1 "Other provisions for decommissioning" of the appendix to the consolidated financial statements for the year ended 31 December 2020).

In the United Kingdom, under the agreements concluded in connection with the restructuring of British Energy, the costs of decommissioning EDF Energy Nuclear Generation Group Ltd.'s existing nuclear power plants will be paid by the Nuclear Liabilities Fund (NLF). If the assets of this Fund prove insufficient, these costs will be borne by the UK Government (see section 1.4.5.1.2.2 "Nuclear Generation" of the 2020 URD). In 2019, EDF Energy and the UK Government (BEIS) began discussions with a view to clarifying the conditions for implementing the above-mentioned agreements, in particular as regards determining the decommissioning costs to be recovered by EDF Energy from the Nuclear Liabilities Fund and the conditions under which the UK authorities may exercise their option to acquire the nuclear power plants at the end of the defueling phase. These discussions led to an agreement in principle in 2019 and are continuing with a view to reaching comprehensive and binding agreements.

In any event, the agreements in force provide that the expenses related to the unloading and evacuation of the fuel are covered by the NLF and consequently justified by EDF Energy and approved by the UK government; failing this, they would remain the responsibility of EDF Energy.

For nuclear power plants which EDF does not operate, but has financial interests in (China, United States, Belgium), the Group is exposed financially in proportion to its contribution to future decommissioning costs.

## Risk Factors

---

Failure to control the costs, the time-frame for completion and the associated provisions with respect to the decommissioning of nuclear facilities for which the Group is liable would have a negative impact on the Group's financial position and reputation.

### Waste Management

As a nuclear operator or producer of radioactive waste, within the meaning of the legislation applicable to waste, the Group could be held liable, in particular in the event of an accident involving damage to third parties or to the environment in connection with spent fuel or waste. The Group may be held liable even if these products are handled, transported, held, stored or warehoused by parties other than the Group, in particular, in France, the Orano Group and the French National Agency for Radioactive Waste Management (ANDRA), particularly in the event of any failure by any of the latter.

In France, EDF is liable for all radioactive waste produced during:

- the operation of the nuclear facilities operated by the Group;
- processing operations for spent fuel from reactors operated by EDF;
- decommissioning operations at the nuclear facilities operated by the Group. (See section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" – Storing conditioned ultimate waste of the 2020 URD).

The long-term management of radioactive waste has been the subject of various studies under programme laws no. 91-1381 of 30 December 1991 on research on radioactive waste management and no. 2006-739 of 28 June 2006 on the sustainable management of radioactive materials and waste. All of the Group's Long-Lived High-Level and Intermediate-Level waste may not constitute "ultimate radioactive waste" within the meaning of Article L. 542-1-1 of the French Environmental Code. In this case, it may not be possible to store this waste directly in a deep geological repository, especially since the Nuclear Order of 10 February 2016 issued pursuant to Act no. 2015-992 relating to the energy transition for green growth allows for the reclassification of radioactive materials as radioactive waste and vice-versa by the administrative authority. Moreover, the Group has no control over the time taken by the public authorities to issue permits for such ultimate storage, nor over the technical guidelines that are set forth. This is likely to create uncertainties regarding the fate of the waste, the liability and the resulting costs for EDF.

EDF has allocated provisions for the long-term management of waste, assessed on the assumption of geological storage, which is the international solution of reference for the ultimate storage of long-lived high-level radioactive waste and on the basis of a reasonable version of the work carried out in 2006 by a working group comprising ANDRA, the public authorities and radioactive waste producers (see note 15.1 of the appendix to the consolidated financial statements for the year ended 31 December 2020). Following new calculations of the costs of deep storage under the supervision of the DGEC in conjunction with EDF, the Minister of Ecology, Sustainable Development and Energy, in an order of 15 January 2016, set the new reference cost at €25 billion under the economic conditions of 31 December 2011. This cost was taken into account in the Group's financial statements at the end of 2015 (see note 15.1 of the appendix to the consolidated financial statements for the year ended 31 December 2020). The current estimate is based on the preliminary design assumptions and will be regularly revised based on the progress of the project, as stated in the Ministerial order. Opinion no. 2018-AV-0300 from the French Nuclear Safety Authority dated 11 January 2018 relative to the safety options file presented by ANDRA for the Cigeo project to store radioactive waste in a deep geological layer specifies that the project has achieved satisfactory overall technological maturity at the stage of the safety options file. The reserves that remain and the supplementary investigation being carried out for ANDRA to obtain approval for the construction of the geological storage area starting in 2022 could lead to a revision of the provisions for long-term radioactive waste management.

Act no. 2006-739 dated 28 June 2006 provided for a dedicated storage centre for Low-Level Long-Lived waste (LLW-LL), such as graphite. ANDRA submitted a progress report in July 2015 under the national plan for the management of radioactive materials and radioactive waste



(PNGMDR). This report assesses several storage concepts and allows for the possibility of storage of graphite waste on the Soulaïnes site. The overall industrial scheme for the management of all LLW-LL is being defined within the framework of the PNGMDR (see section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" of the 2020 URD). Provisions may have to be adjusted accordingly.

In the United Kingdom, when British Energy was restructured, agreements were entered into with the authorities concerning the management of certain radioactive waste from existing nuclear power plants (see section 1.4.5.1.2.2 "Nuclear generation" of the 2020 URD). Under the terms of these agreements, the liability and certain costs associated with the management of certain radioactive waste are transferred to the British government. However, EDF Energy Nuclear Generation Ltd. remains financially, technically and legally liable for the management, storage and processing of waste that does not come within the scope of the aforementioned agreements.

For nuclear power plants which EDF does not operate, but in which it has financial interests (United States, Belgium, China), the Group is exposed financially in proportion to its shareholding to contributing to future expenditures related to the management of spent fuel and waste.

These technical, industrial or administrative uncertainties and contingencies which might affect decommissioning projects and waste management could have an impact on the amount of provisions currently set aside. This amount could also change in the coming years depending on the assumptions used in terms of costs, inflation rate, long-term discount rate and disbursement schedules, as well as any changes in regulations. All of this may have a material adverse impact on the Group's financial position (see note 15.1 of the appendix to the consolidated financial statements for the fiscal year ended 31 December 2020). The amount of these provisions, in accordance with the French Environmental Code, is subject in France to control by the administrative authority, composed jointly of the Ministers in charge of the Economy and Energy, with said control verifying in particular the adequacy of the amounts provided for and imposing a ceiling on the discount rate of the provisions.

Note 15.1.1.5 "Inflation rate, discount rate and analyses of sensitivity" of note 15.1 "Nuclear provisions in France" of the appendix to the consolidated financial statements as of 31 December 2020 shows the connection between "costs based on year-end economic conditions", which represent estimated amounts as at 31 December 2020, and provisions made at present value. Concerning the long-term management of waste and the recovery and packaging of waste, the expenses at year-end economic conditions are evaluated at €35,581 million and the corresponding provision is €13,300 million, as the discounting effect is very significant due to distant waste storage maturities. Note 15.1.1.5 "Inflation rate, discount rate and analyses of sensitivity" of the appendix to the consolidated financial statements as of 31 December 2020 indicates the analyses of sensitivity of provisions and Group's results to a discount rate change, for the different types of provisions.

Failure to control the costs and time-frames for completion with respect to the solutions for the treatment and ultimate storage of waste for which the Group is liable would have a negative impact on the Group's financial position and reputation.

### **Dedicated assets management**

In France, the market value of EDF's portfolio of dedicated assets to cover the costs of long-term nuclear commitments (radioactive waste and decommissioning), amounted to €33.8 billion as of 31 December 2020, compared to €31.6 billion as of 31 December 2019 (see section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" and note 15.1.2.4 of the appendix to the consolidated financial statements for the year ended 31 December 2020).

In the event of a significant change in the provisions determining the reference base of the dedicated assets, it might prove necessary to make additional allocations to adjust the value of these assets, which could have a material adverse impact on EDF's financial position. Moreover, stricter regulations at the national level (in particular those that might impact the base for

determining the dedicated assets to be constituted by EDF<sup>17</sup>) or European level may lead to more stringent requirements regarding the constitution of dedicated assets and have a significant impact on EDF's financial position.

Lastly, although these assets are constituted and managed in accordance with strict prudential rules, the Group cannot guarantee that price fluctuations in the financial markets or changes in valuation will not have a material adverse impact on the value of these assets (see section 5.1.6.1.6 "Management of financial risk on EDF's dedicated asset portfolio" for a sensitivity analysis of the 2020 URD), which could require EDF to allocate additional amounts to restore the value of these assets. Such events could have a material adverse effect on the Group's financial position.

In the United Kingdom, the funds for nuclear liabilities are managed by a body independent of EDF set up by the British government (Nuclear Liabilities Fund – NLF) for the existing nuclear fleet. For HPC-related liabilities, the funds will be managed by FundCo, a body (Trust) independent of HPC's shareholders (EDF Energy and CGN) and the UK government. Operators therefore have no assets to manage for this purpose (see section 1.4.5.1.2.2 "Nuclear generation" of the 2020 URD).

The unavailability or insufficient amount of the dedicated assets to hedge the expenditure schedules of the Group's long-term commitments could have a negative impact on the Group's financial position and reputation.

### **5C – Nuclear safety violations during operation resulting from nuclear civil liability.**

**In addition to the control of industrial performance, and given the place of nuclear generation within the EDF Group and with nuclear safety as the number one priority, our responsibility as a nuclear operator determines the Group's overall performance. As a result of its nuclear activities, the Group is exposed to nuclear civil liability risks.**

#### **Criticality in view of the control actions undertaken: Intermediate.**

The primary responsibility for nuclear safety lies with the nuclear operator throughout the operating cycle of nuclear reactors. This principle along with the principle of control are reaffirmed in the EDF Group's nuclear safety policy. Liability as a nuclear operator falls under the "nuclear safety, health and security" aspect of the Group's CSR policy. The Chairman and CEO delegate this liability to the Group Executive Director for the Nuclear and Thermal Fleet Department and the Group Executive Director for the New Nuclear Engineering and Projects Department, who then sub-delegate it to the Directors of the divisions involved, who in turn sub-delegate it to unit managers.

The top priority is nuclear safety, as defined in the Group's Nuclear Safety Policy, and this is a factor in the industrial performance of the nuclear business as a whole. Nuclear safety takes into account the design by the nuclear operator and the operation by the designer. Failure to control operating safety could have major or even vital consequences on the value of the Group's industrial assets, its financial position and its development outlook or even on the continuation of its industrial activity.

Any serious event related to the Group's nuclear activities, with a potential or proven impact on the population or on a territory, could lead to a significant increase in the operating constraints of the Group's industrial sites, or even the partial or total interruption of the Group's nuclear activities. Such an event could have a significant negative impact on the Group's activities, financial position, strategy and reputation.

The nuclear civil liability scheme that applies to nuclear facility operators of States parties to the Paris Convention, and the insurance applicable thereto, are described in section 2.1.2.6

---

<sup>17</sup> The French Cour des Comptes' report to the Senate's Finance Committee on the decommissioning and dismantling of nuclear power plants, published on 4 March 2020, recommends that the costs of all decommissioning preparation operations, post-operational expenses and the cost of taxes, levies and insurance premiums directly attributable to decommissioning sites should gradually be included in the long-term expense categories.

## Risk Factors

---

"Insurance" of the 2020 URD. This scheme is based on the principle of the operator's strict liability. Accordingly, if an event occurs that causes nuclear damage, the Group would be automatically liable up to a monetary maximum set by the law applicable in the country, regardless of the source of the event that caused the damage and any safety measures that may have been taken.

The Group cannot guarantee that in countries where it operates nuclear facilities, the maximum liability set by law will not be increased or cancelled. For example, the protocols amending the Paris Convention and the Brussels Convention, not yet in force, provide for these maximum amounts to be increased and a substantial expansion of the damage to be covered. The operator's liability in France amounts to €700 million in the event of a nuclear accident in a facility and €80 million in the event of a nuclear accident during transport. The entry into force of the other changes laid out in these protocols is likely to increase yet again the cost of insurance and the Group cannot guarantee that insurance covering this liability will always be available or that it will always be able to maintain such insurance. Insurance coverage for the Group's nuclear operator's civil liability and for the transport of nuclear substances is described in section 2.1.2.6 "Insurance" of the 2020 URD.

Property damage to EDF's nuclear facilities is covered by insurance programmes (see section 2.1.2.6 "Insurance" of the 2020 URD). Despite this cover, any event that may cause significant damage to a nuclear facility of the Group could have an adverse impact on the Group's business and financial position.

Lastly, the Group cannot guarantee that the insurers that cover both its liability as a nuclear plant operator and property damage to its facilities will always have available capacity or that the costs of cover will not significantly increase, particularly in light of the impacts on the insurance market of events such as the nuclear accident in Japan that occurred in March 2011.

In view of these risks, and in application of Group policy, each Group company operating nuclear facilities acts within the framework of legal and regulatory requirements specific to the country in which it operates and is obliged to comply with them. Each one ensures the nuclear safety of its facilities and constantly improves the level, based on its methods, skills and values. The Group develops common principles aiming to obtain the best level of prevention of incidents and protection of workers, the public and the environment. These principles apply to all stages of the activity, both for new projects and for the existing fleets. The Group closely involves its industrial partners with the achievement of these objectives.

Each company is responsible for the proper conduct of its nuclear activities and sets the appropriate delegations at each decision and action level. The Group guarantees the allocation of the necessary resources for nuclear safety.

An internal entity in charge of an independent safety evaluation is put in place at the level of each site, each company and of the Group. Each one reports to the manager concerned, independently of other managerial functions; furthermore, each one has the duty to alert the superior hierarchical level if the reaction of the level directly involved is not what is expected.

The Group's nuclear operating companies regularly receive international evaluation teams (WANO Peer Review<sup>18</sup> and OSART from the AIEA<sup>19</sup>).

Clear and honest communication on the events and their possible impacts are promoted within the Group. This high-quality dialogue is sought and maintained with the salaried personnel and its representatives, subcontractors, the supervisory authorities (Nuclear Safety Authority in France, Office for Nuclear Regulation in the United Kingdom), local communities and all other stakeholders in nuclear safety.

The Nuclear Safety Council, which the Chairman and CEO of EDF chairs, meets several times a year and periodically reviews the annual assessment of nuclear safety for the EDF Group. A General Inspector for nuclear safety and radiation protection (IGSNR) is appointed by the

---

<sup>18</sup> WANO: World Association of Nuclear Operators.

<sup>19</sup> OSART: Operational Safety Analysis Review Team, International Atomic Energy Agency (IAEA).

Chairman and CEO to whom he/she reports. He/she carries out inspection missions on all of the nuclear activities of the EDF Group. Each year, it gives an opinion on safety within EDF. Its report is presented and debated in the Nuclear Safety Council. It is then made public (see section 1.4.1.1.4.3 of the 2020 URD).

### **5D – Control of the fuel cycle.**

**In addition to the control of nuclear safety (risk 5C), the operation of existing nuclear facilities (risk 5A) and new nuclear projects (risk 4A), the Group is exposed, in the context of nuclear activities, to the control of the nuclear fuel cycle.**

**Criticality in view of the control actions undertaken: Intermediate.**

The Group's operating costs include nuclear fuel purchases.

EDF is supplied with uranium, conversion and enrichment services, fuel assembly supplies and spent fuel reprocessing operations for its nuclear fleet in France and the United Kingdom.

Prices and volumes are subject to fluctuations that depend on factors beyond the Group's control, including political and economic factors (in particular, profitability outlook for mining investments, supply/demand imbalance or tension on the supply side, associated, for example, with the occurrence of an operating incident in a uranium mine or cycle plant, a delay in the commissioning of a new mine or an event leading to institutional instability in a producing country, or restrictions/sanctions/embargos).

The storage and transport of new or spent nuclear fuel is an industrial activity that requires specific safety and security measures. These requirements could become more stringent, generating additional difficulties and costs for the Group.

In the event of the collapse of this industrial logistics system, the Group could reduce or even interrupt all or part of the electricity generation at the affected sites, either due to the non-delivery of new assemblies or to the saturation of intermediate storage facilities, which could have a negative impact on the Group's financial position (see section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" of the 2020 URD).

Despite the project to build a large-capacity spent fuel storage pool (see section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" of the 2020 URD), the risk of the impossibility, in the long term, of implementing multi-recycling in its 3rd generation pressurised water reactors or recycling in fourth generation reactors known as "GEN IV" (abandonment of the ASTRID fast neutron reactor project), could call into question the fuel cycle, with consequences both in terms of operation and in financial terms.

In France, EDF has booked provisions for spent nuclear fuel management operations (transport, processing, conditioning for recycling) (see note 15 of the appendix to the consolidated financial statements for the fiscal year ended 31 December 2020) based on the price and volume conditions of the master agreement signed with Orano in December 2008 and broken down in the successive implementation agreements. The implementation agreement for the period from 2016-2023 was signed in February 2016 (see section 1.4.1.1.2.3 "The challenges specific to the nuclear activity" of the 2020 URD). The amount of provisions currently booked to cover the period not covered by the current agreement should be reassessed if the terms under which this agreement is renewed prove more onerous than those currently applicable. Note 15.1.1.5 "Inflation rate, discount rate and analyses of sensitivity" and note 15.1 "Nuclear provisions in France" of the appendix to the consolidated financial statements as of 31 December 2020 show the connection between "costs based on year-end economic conditions", which represent estimated amounts as at 31 December 2020, and "provisions made at present value". As regards spent fuel management, pursuant to law of 28 June 2006, the costs based on year-end economic conditions are estimated at €18,998 million and the corresponding provision is €10,246 million.

However, the Group cannot guarantee that its contracts, in France and abroad, will completely protect it from sudden or significant price increases. The Group cannot guarantee that when these

## **Risk Factors**

---

long-term contracts expire, it will be able to renew them, in particular at an equivalent price. This could have an adverse impact on the Group's financial position.

## RETAIL CASCADES

In the context of any offer of Notes in France and/or in any other Member State of the European Union to which the Base Prospectus has been passported from time to time (the "**Non-exempt Offer Jurisdictions**") that is not within an exemption from the requirement to publish a prospectus under the Prospectus Regulation, as amended, (a "**Non-exempt Offer**"), the Issuer consents to the use of the Base Prospectus and the relevant Final Terms (together, the "**Prospectus**") in connection with a Non-exempt Offer of any Notes during the offer period specified in the relevant Final Terms (the "**Offer Period**") and in the Non-exempt Offer Jurisdiction(s) specified in the relevant Final Terms by:

1. any financial intermediary authorised to make such offers pursuant to MiFID II, as specified in the relevant Final Terms; or
2. if so specified in the relevant Final Terms, any financial intermediary which satisfies the following conditions: (a) acts in accordance with all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential investor; (b) complies with the restrictions set out under "*Subscription and Sale*" in this Base Prospectus which would apply as if it were a Dealer; (c) complies with the determination of the target market assessment in respect of the Notes and distribution channels identified under the "*MiFID II Product Governance*" legend set out in the relevant Final Terms; (d) ensures that any fee (and any commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Notes is fully and clearly disclosed to investors or potential investors; (e) holds all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules; (f) retains investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the relevant Dealer(s) and the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer(s) in order to enable the Issuer and/or the relevant Dealer(s) to comply with anti-money laundering, anti-bribery and "know your client" rules applying to the Issuer and/or the relevant Dealer(s); (g) does not, directly or indirectly, cause the Issuer or the relevant Dealer(s) to breach any Rule or any requirement to obtain or make any filing, authorisation or consent in any jurisdiction; and (h) satisfies any further conditions specified in the relevant Final Terms, (in each case an "**Authorised Offeror**"). For the avoidance of doubt, none of the Dealers or the Issuer shall have any obligation to ensure that an Authorised Offeror complies with applicable laws and regulations and shall therefore have no liability in this respect.

The Issuer accepts responsibility, in the Non-exempt Offer Jurisdiction(s) specified in the Final Terms, for the content of the Prospectus in relation to any person (an "**Investor**") in such Non-exempt Offer Jurisdiction(s) to whom an offer of any Notes is made by any Authorised Offeror and where the offer is made during the period for which that consent is given. However, none of the Issuer or any Dealer shall have any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

**The consent referred to above relates to Offer Periods (if any) ending no later than the date falling 12 months from the date of the approval of this Base Prospectus by the AMF.**

In the event the Final Terms designate financial intermediary(ies) to whom the Issuer has given its consent to use the Prospectus during an Offer Period, the Issuer may also give consent to additional Authorised Offerors after the date of the relevant Final Terms and, if it does so, it will publish any new information in relation to such Authorised Offerors who are unknown at the time of the approval of this Base Prospectus or the filing of the relevant Final Terms at ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)).

**If the Final Terms specify that any financial intermediary may use the Prospectus during the Offer Period, any such Authorised Offeror is required, for the duration of the Offer**

**Period, to publish on its website that it is using the Prospectus for the relevant Non-exempt Offer with the consent of the Issuer and in accordance with the conditions attached thereto.**

Other than as set out above, none of the Issuer or any of the Dealers has authorised the making of any Non-exempt Offer by any person in any circumstances and such person is not permitted to use the Prospectus in connection with its offer of any Notes. Any such offers are not made on behalf of the Issuer or by any of the Dealers or Authorised Offerors and none of the Issuer or any of the Dealers or Authorised Offerors shall have any responsibility or liability for the actions of any person making such offers.

**An investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price allocations and settlement arrangements (the "Specific Terms of the Non-exempt Offer"). The Issuer will not be a party to any such arrangements with Investors (other than Dealers) in connection with the offer or sale of the Notes and, accordingly, the Base Prospectus and any Final Terms will not contain such information. The Specific Terms of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the time of the Non-exempt Offer. None of the Issuer or any of the Dealers or other Authorised Offerors shall have any responsibility or liability for such information.**

## DOCUMENTS INCORPORATED BY REFERENCE

The sections referred to in the table below included in the following documents (in the French language only) are hereby incorporated by reference in, and form part of, this Base Prospectus:

- (a) the Issuer's [half-year management report as at 30 June 2021](#) (*rapport financier semestriel au 30 juin 2021*) in French language (the "**2021 Half-Year Management Report**"), which contains the condensed consolidated half-year financial statements of the Issuer as at, and for the period ending on 30 June 2021 (the "**2021 Half-Year Financial Statements**") and the statutory auditors' review report on the 2021 interim condensed consolidated financial statements;
- (b) the [2020 universal registration document](#) (the "**2020 URD**") in French language filed with the AMF under no. D.21-0121 on March 15, 2021 prepared by the Issuer, which contains the audited consolidated financial statements of the Issuer for the year ended December 31, 2020 and the statutory auditors report on such financial statements;
- (c) the [2019 universal registration document](#) (the "**2019 URD**") in French language filed with the AMF under no. D.20-0128 on 13 March 2020 prepared by the Issuer which contains the audited consolidated financial statements of the Issuer for the year ended 31 December 2019 and the statutory auditors report on such financial statements;
- (d) the section "Terms and Conditions" contained in the base prospectus of the Issuer dated 21 November 2019 (pages 70 to 113) filed with the AMF under number 19-540 on 21 November 2019 (the "[EMTN 2019 Conditions](#)");
- (e) the section "Terms and Conditions" contained in the base prospectus of the Issuer dated 14 September 2018 (pages 130 to 169) filed with the AMF under number 18-432 on 14 September 2018 (the "[EMTN 2018 Conditions](#)");
- (f) the section "*Terms and Conditions*" contained in the base prospectus of the Issuer dated 14 September 2016 (pages 127 to 168) filed with the AMF under number 16-433 on 14 September 2016 (the "[EMTN 2016 Conditions](#)");
- (g) the section "*Terms and Conditions*" contained in the base prospectus of the Issuer dated 1 July 2015 (pages 115 to 156) filed with the AMF under number 15-330 on 1 July 2015 (the "[EMTN 2015 Conditions](#)"); and
- (h) the section "*Terms and Conditions*" contained in the base prospectus of the Issuer dated 17 June 2013 (pages 109 to 149) filed with the AMF under number 13-280 on 17 June 2013 (the "[EMTN 2013 Conditions](#)" and together with the EMTN 2015 Conditions, the EMTN 2016 Conditions, the EMTN 2018 Conditions and the EMTN 2019 Conditions, the "**EMTN Previous Conditions**").

Any statement contained in a document or part of a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, be part of this Base Prospectus.

For as long as the Programme remains in effect or any Notes are outstanding, copies of this Base Prospectus, documents incorporated by reference in this Base Prospectus, any supplement to this Base Prospectus and the Final Terms related to the Notes will be available for viewing on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and may be obtained, free of charge, during normal business hours from Électricité de France, 22-30, avenue de Wagram, 75008 Paris, France.

Free English translations of the 2019 URD, the 2020 URD and the 2021 Half-Year Management Report are available on the website of the Issuer for information purposes only. These documents are free translations of the corresponding French language documents and are furnished for information purposes only and are not incorporated by reference in this Base Prospectus.



## Documents incorporated by reference

Other than in relation to the documents which are deemed to be incorporated by reference, the information on the websites to which this Base Prospectus (including, for the avoidance of doubt, any information on the websites which appear in the documents incorporated by reference) refers does not form part of this Base Prospectus and has not been scrutinised or approved by the AMF.

For the purpose of the Prospectus Regulation, information can be found in the documents incorporated by reference in this Base Prospectus in accordance with the cross-reference table below. For the avoidance of doubt, non-incorporated parts of the documents listed above are either non-relevant for the investors or covered elsewhere in the Base Prospectus.

### Annex 6 of the Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 as amended - Registration document for retail non-equity securities

Rule	2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Financial
<b>2. STATUTORY AUDITORS</b>		
2.1.	Names and addresses of the Issuer's auditors for the period covered by the historical financial information (together with their membership in a professional body).	Chapter 8, Section 8.2 (page 528) (URD 2020)
2.2.	If auditors have resigned, been removed or not been re-appointed during the period covered by the historical financial information, details if material.	N/A
<b>3. RISK FACTORS</b>		
3.1	A description of the material risks that are specific to the Issuer and that may affect the Issuer's ability to fulfil its obligations under the securities, in a limited number of categories, in a section headed 'Risk Factors'.  In each category the most material risks, in the assessment of the Issuer, offeror or person asking for admission to trading on a Regulated Market, taking into account the negative impact on the Issuer and the probability of their occurrence, shall be set out first. The risk factors shall be corroborated by the content of the registration document.	Chapter 2, Section 2.1.2 (pages 99-105) (2020 URD), Chapter 5, Section 5.1.6 (pages 285-292) (2020 URD)  Section 7 (pages 27-33) (HYMR)
<b>4. INFORMATION ABOUT THE ISSUER</b>		
4.1.	<b>History and development of the Issuer</b>	Chapter 1, Section 1.2 (pages 10-15) (2020 URD)
4.1.1	Legal and commercial name of the Issuer	Chapter 7, Section 7.1.1 (page 508) (2020 URD)
4.1.2	Place of registration of the Issuer, its registration number and legal entity identifier (LEI)	Chapter 7, Section 7.1.2 (page 508) (2020 URD)  Chapter 8, Section 8.3 (page 529) (2020 URD)

## Documents incorporated by reference

Rule		2019 URD / 2020 URD/ 2021 Half-Year Management Report (HYMR) / 2021 Half-Year Financial Statements (HYFS)
4.1.3	Date of incorporation and the length of life of the Issuer	Chapter 7, Section 7.1.3 (page 508) (2020 URD)
4.1.4	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 and website of the Issuer.	Chapter 7, Section 7.1.1 and Section 7.1.4 (page 508) (2020 URD)
4.1.5	Details of any recent events	Chapter 5, Section 5.2 (page 293), Chapter 6, Section 6.1, note 23 (page 418) and Section 6.3, note 41 (page 482) (2020 URD)  Section 1 (pages 6-8), Section 11 (page 33) (HYMR)
4.1.6	Credit ratings assigned to the Issuer at the request or with the cooperation of the Issuer in the rating process. A brief explanation of the meaning of the ratings if this has previously been published by the rating provider.	N/A
4.1.7	Information on the material changes in the Issuer's borrowing and funding structure since the last financial year.	Section 5 (pages 23-26) (HYMR)
4.1.8	Description of the expected financing of the Issuer's activities.	Section 7 (pages 27-33) (HYMR)

## 5. BUSINESS OVERVIEW

### 5.1. Principal activities

- 5.1.1 A description of the Issuer's principal activities, including (a) the main categories of products sold and/or services performed; (b) an indication of any significant new products or activities; (c) the principal markets in which the Issuer competes.
- Chapter 1, Section 1.4 (pages 19-92), Section 1.5 (pages 92-96), Chapter 3, Section 3.2 (pages 148-159), Section 3.3 (pages 159-178) (2020 URD), Chapter 2, Section 5.1.2 (267-273) (2020 URD)
- 5.1.2 Basis for any statements made by the Issuer regarding its competitive position
- Chapter 1, Section 1.4.2.1.1 (page 47), (2020 URD)

## 6. ORGANISATIONAL STRUCTURE

- 6.1 Brief description of the group and of the Issuer's position within it. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.
- Chapter 1, Section 1.2.1 (pages 10-11) (2020 URD)
- 6.2 If the issuer is dependent upon other entities within the group, this must be clearly stated together with an explanation of this dependence.
- N/A

Rule	2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Financial
------	---	-------------------------

## 7. TREND INFORMATION

- 7.1 A description of (a) any material adverse change in Chapter 5, Section 5.2 (page 293), the prospects of the Issuer since the date of its last Chapter 6, Section 6.1, note 23 published audited financial statements; (b) any (page 418) and Section 6.6.2 (page significant change in the financial performance of the 488) (2020 URD) Group since the end of the last financial period for which financial information has been published to the Section 2 (pages 9-13) and Section date of the registration document. 3 (page 14) (HYMR)
- If neither of the above are applicable, include an appropriate statement to the effect that no such changes exist.
- 7.2 Information on any known trends, uncertainties, demands, commitments or events that are reasonably likely to have a material effect on the issuer's prospects for at least the current financial year. Section 9 (page 33) (HYMR)

## 8. PROFIT FORECASTS OR ESTIMATES

- 8.1. Where an issuer includes on a voluntary basis a profit forecast or a profit estimate (which is still outstanding and valid), that forecast or estimate included in the registration document must contain the information set out in items 8.2 and 8.3. If a profit forecast or profit estimate has been published and is still outstanding, but no longer valid, then provide a statement to that effect and an explanation of why such profit forecast or estimate is no longer valid. Such an invalid forecast or estimate is not subject to the requirements in items 8.2 and 8.3. Section 6 (page 27) (HYMR)
- 8.2 Where an issuer chooses to include a new profit forecast or a new profit estimate, or where the issuer includes a previously published profit forecast or a previously published profit estimate pursuant to item 8.1, the profit forecast or estimate shall be clear and unambiguous and contain a statement setting out the principal assumptions upon which the issuer has based its forecast, or estimate. N/A
- The forecast or estimate shall comply with the following principles:
- (a) there must be a clear distinction between assumptions about factors which the members of the administrative, management or supervisory bodies can influence and assumptions about factors which are exclusively outside the influence of the members of the administrative, management or supervisory bodies;

Rule	2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Report (HYMR) / Financial Statements (HYFS)
------	---	---

(b) the assumptions must be reasonable, readily understandable by investors, specific and precise and not relate to the general accuracy of the estimates underlying the forecast; and  
(c) In the case of a forecast, the assumptions shall draw the investor's attention to those uncertain factors which could materially change the outcome of the forecast.

- 8.3 The prospectus shall include a statement that the N/A profit forecast or estimate has been compiled and prepared on a basis which is both:  
(a) comparable with the historical financial information;  
(b) consistent with the issuer's accounting policies.

### 9. ADMINISTRATIVE, MANAGEMENT AND SUPERVISORY BODIES

- 9.1 Names, business addresses and functions in the Chapter 4, Section 4.2.1 (pages Issuer of members of the administrative, 230-242), Section 4.2.3 (pages 248-254) and Section 4.3 (pages 254-256) (2020 URD)
- 9.2 Administrative, Management and Supervisory Chapter 4, Section 4.4.1 (page 257) bodies' conflicts of interests (2020 URD)

### 10. MAJOR SHAREHOLDERS

- 10.1 To the extent known to the Issuer, state whether the Chapter 7, Section 7.3.8 (pages Issuer is directly or indirectly owned or controlled and 518-519) (2020 URD) by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused
- 10.2 A description of any arrangements, known to the Chapter 7, Section 7.3.9 (page 519) Issuer, the operation of which may at a subsequent (2020 URD) date result in a change in control of the Issuer

### 11. FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES

#### 11.1. Historical Financial Information

- 11.1.1 Audited historical financial information covering the Chapter 6, Section 6.1 (pages 296- latest two financial years (or such shorter period as 418) and Section 6.2 (pages 419- the Issuer has been in operation) and the audit report 422) for the year ended 31 December 2020 (2020 URD)

Chapter 6, Section 6.1 (pages 278-393) and Section 6.2 (pages 394-398) for the year ended 31 December 2019 (2019 URD)

## Documents incorporated by reference

Rule		2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Report (HYMR) / Financial Statements (HYFS)
11.1.2	If the Issuer has changed its accounting reference date during the period for which historical financial information is required, the audited historical financial information shall cover at least 24 months, or the entire period for which the Issuer has been in operation, whichever is shorter.	N/A	
11.1.3	The financial information must be prepared according to International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002. If Regulation (EC) No 1606/2002 is not applicable, the financial information must be prepared in accordance with either: (a) a Member State's national accounting standards for issuers from the EEA, as required by the Directive 2013/34/EU; (b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers. If such third country's national accounting standards are not equivalent to Regulation (EC) No 1606/2002, the financial statements shall be restated in compliance with that Regulation.	Chapter 6, Section 6.1 (pages 296-418) for the year ended 31 December 2020 (2020 URD) Chapter 6, Section 6.1 (pages 278-393) for the year ended 31 December 2019 (2019 URD) Pages 1-59 at 30 June 2021 (HYFS) Chapter 4 (pages 93-95) (HYMR)	
11.1.4	Change of accounting framework  The last audited historical financial information, containing comparative information for the previous year, must be presented and prepared in a form consistent with the accounting standards framework that will be adopted in the issuer's next published annual financial statements.  Changes within the issuer's existing accounting framework do not require the audited financial statements to be restated. However, if the issuer intends to adopt a new accounting standards framework in its next published financial statements, the latest year of financial statements must be prepared and audited in line with the new framework.	N/A	
11.1.5	Where the audited financial information is prepared according to national accounting standards, the financial information required under this heading must include at least the following: (a) balance sheet	Chapter 6, Section 6.1 (page 298) and Section 6.3 (pages 424-425) for the year ended 31 December 2020 (2020 URD)	
		Chapter 6, Section 6.1 (page 280) and Section 6.3 (pages 400-401) for	

## Documents incorporated by reference

Rule	2019 URD / 2020 URD/ 2021 Half-Year Management Report (HYMR) / 2021 Half-Year Financial Statements (HYFS)
(b) the income statement	<p>the year ended 31 December 2019 (2019 URD)</p> <p>Page 4 at 30 June 2021 (HYFS)</p> <p>Chapter 6, Section 6.1 (page 296) and Section 6.3 (page 423) for the year ended 31 December 2020 (2020 URD)</p> <p>Chapter 6, Section 6.1 (page 278) and Section 6.3 (page 399) for the year ended 31 December 2019 (2019 URD)</p>
(c) cash flow statement; and	<p>Page 2 at 30 June 2021 (HYFS)</p> <p>Chapter 6, Section 6.1 (page 299) and Section 6.3 (page 426) for the year ended 31 December 2020 (2020 URD)</p> <p>Chapter 6, Section 6.1 (page 281) and Section 6.3 (page 402) for the year ended 31 December 2019 (2019 URD)</p>
(d) the accounting policies and explanatory notes.	<p>Page 5 at 30 June 2021 (HYFS)</p> <p>Chapter 6, Section 6.1 (pages 301-418) and Section 6.3 (pages 427-482) for the year ended 31 December 2020 (2020 URD)</p> <p>Chapter 6, Section 6.1 (pages 283-393) and Section 6.3 (pages 403-453) for the year ended 31 December 2019 (2019 URD)</p>
11.1.6	<p>Consolidated financial statements</p> <p>Chapter 6 (pages 295-485) for the year ended 31 December 2020 (2020 URD)</p> <p>If the Issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document</p> <p>Chapter 6 (pages 277-464) for the year ended 31 December 2019 (2019 URD)</p>
11.1.7	<p>Age of financial information</p> <p>Pages 1-59 at 30 June 2021 (HYFS)</p> <p>N/A</p> <p>The balance sheet date of the last year of audited financial information statements may not be older</p>

Rule	2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Financial
------	---	-------------------------

than 18 months from the date of the registration document

**11.2 Interim and other financial information**

11.2.1 If the issuer has published quarterly or half yearly financial information since the date of its last audited financial statements, these must be included in the registration document. If the quarterly or half yearly financial information has been reviewed or audited, the audit or review report must also be included. If the quarterly or half yearly financial information is not audited or has not been reviewed state that fact.

If the registration document is dated more than nine months after the date of the last audited financial statements, it must contain interim financial information, which may be unaudited (in which case that fact must be stated) covering at least the first six months of the financial year.

Interim financial information prepared in accordance with either the requirements of the Directive 2013/34/EU or Regulation (EC) No 1606/2002 as the case may be.

For issuers not subject to either Directive 2013/34/EU or Regulation (EC) No 1606/2002, the interim financial information must include comparative statements for the same period in the prior financial year, except that the requirement for comparative balance sheet information may be satisfied by presenting the year's end balance sheet.

**11.3 Auditing of historical annual financial information**

11.3.1 The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with the Directive 2014/56/EU and Regulation (EU) No 537/2014.

Chapter 6, Section 6.2 (pages 419-422) (2020 URD)

Chapter 6, Section 6.2 (pages 394-397) (2019 URD)

Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply:

Chapter 4 (pages 93-95) (HYMR)

Where Directive 2014/56/EU and Regulation (EU) No 537/2014 do not apply:

Chapter 6, Section 6.2 (pages 394-397) (2019 URD), including page

(a) the historical financial information must be audited or reported on as to whether or not, for the purposes of the registration document, it gives a true and fair view in accordance with auditing standards applicable in a Member State or an equivalent standard.

394 for an observation contained in the statutory auditors' report on the consolidated financial statements of the Issuer for the year ended 31 December 2019

(b) if audit reports on the historical financial information contain qualifications, modifications of

## Documents incorporated by reference

Rule	2019 URD / 2020 URD/ 2021 Half-Year Report (HYMR) / 2021 Half-Year Statements (HYFS)	Management Financial
	opinion, disclaimers or an emphasis of matter, such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full and the reasons given	
11.3.2	Indication of other information in the registration document which has been audited by the auditors.	N/A
11.3.3	Where financial information in the registration document is not extracted from the issuer's audited financial statements state the source of the data and state that the data is not audited.	N/A
<b>11.4</b>	<b>Legal and arbitration proceedings</b>	
11.4.1	Information on any governmental, legal or arbitration proceedings	Chapter 6, Section 6.1, note 17.3 (pages 391-392) and Chapter 6, Section 6.2, note 37 (page 479) (2020 URD)  Section 10 (pages 33) (HYMR) Note 16.2 to the HYFS (pages 47-51) (HYFS)

## 12. ADDITIONAL INFORMATION

### 12.1 Share Capital

The amount of the issued capital, the number and classes of the shares of which it is composed with details of their principal characteristics, the part of the issued capital still to be paid up, with an indication of the number, or total nominal value, and type of the shares not yet fully paid up, broken down where applicable according to the extent to which they have been paid up.

Chapter 7, Section 7.3 (pages 513-520) (2020 URD)

### 12.2 Memorandum and Articles of Association

The register and the entry number therein, if applicable, and a description of the Issuer's objects and purposes and where they can be found in the memorandum and articles of association.

Chapter 7, Section 7.1 (pages 508-510), Section 7.2 (pages 510-512) (2020 URD)

## 13. MATERIAL CONTRACTS

13.1 A brief summary of all material contracts

Chapter 7, Section 7.6 (page 525) (2020 URD)

## 14. DOCUMENTS AVAILABLE

13.1 A statement that for the term of the registration document the documents can be inspected

Chapter 8, Section 8.3 (page 529) (2020 URD)



## Documents incorporated by reference

---

Investors should when reading the information incorporated by reference take into account the "Recent Events" section of this Base Prospectus which may modify or supersede the information incorporated by reference.

EMTN Previous Conditions	
EMTN 2019 Conditions	Pages 70 to 113 of the base prospectus of the Issuer dated 21 November 2019
EMTN 2018 Conditions	Pages 130 to 169 of the base prospectus of the Issuer dated 14 September 2018
EMTN 2016 Conditions	Pages 127 to 168 of the base prospectus of the Issuer dated 14 September 2016
EMTN 2015 Conditions	Pages 115 to 156 of the base prospectus of the Issuer dated 1 July 2015
EMTN 2013 Conditions	Pages 109 to 149 of the base prospectus of the Issuer dated 17 June 2013

The EMTN Previous Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated (*assimilées*) and form a single series with Notes already issued pursuant to the relevant EMTN Previous Conditions. Non-incorporated parts of the base prospectuses of the Issuer dated 21 November 2019, 14 September 2018, 14 September 2016, 1 July 2015 and 17 June 2013 respectively are not relevant for investors.

**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 and Article 18 of Commission Delegated Regulation (EU) 2019/979 as amended, following the occurrence of a significant new factor, a material mistake or material inaccuracy relating to the information included or incorporated by reference in this Base Prospectus which may affect the assessment of any Notes, 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 listed and admitted to trading on Euronext Paris or on a Regulated Market, shall constitute a supplement to the Base Prospectus for the purpose of the relevant provisions of the Prospectus Regulation. Any such supplement will be submitted to the AMF for approval.

Any supplement to the Base Prospectus shall be (a) published on the websites of the AMF ([www.amf-france.org](http://www.amf-france.org)) and the Issuer ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and (b) available for inspection, upon request and free of charge, during usual business hours, on any weekday at the registered office of the Issuer.

In accordance with and pursuant to Article 23.2 of the Prospectus Regulation, where the prospectus relates to an offer of Notes to the public, investors who have already agreed to purchase or subscribe for any such Notes before the supplement to this Base Prospectus is published shall have the right, exercisable within three working days after the publication of such supplement to this Base Prospectus, to withdraw their acceptances, provided that the significant new factor, material mistake or material inaccuracy referred to in Article 23.1 of the Prospectus Regulation arose or was noted before the final closing of the offer period or the delivery of the Notes, whichever occurs first. That period may be extended by the Issuer or, if any, by the relevant Authorised Offeror(s). The final date of the right of withdrawal as well as persons whom investors may contact should they wish to exercise the right of withdrawal shall be stated in the relevant supplement to this Base Prospectus.

**TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED  
BEARER NOTES**

**Temporary Global Certificates**

A Temporary Global Certificate, without interest Coupons, will initially be issued in connection with Materialised Bearer Notes. Upon the initial deposit of such Temporary Global Certificate with a common depository for Euroclear and Clearstream (the "**Common Depository**"), 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 Depository may also (if indicated in the relevant Final Terms) credit with a nominal amount of Notes the accounts of subscribers with 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 indicate that such Temporary Global Certificate is issued in compliance with the C Rules or in a transaction to which TEFRA is not applicable, in whole, but not in part, for the Definitive Materialised Bearer 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 Bearer Notes.

**Delivery of Definitive Materialised Bearer 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 Bearer Notes.

In this Base Prospectus, "**Definitive Materialised Bearer Notes**" means, in relation to any Temporary Global Certificate, the Definitive Materialised Bearer Notes for which such Temporary Global Certificate may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that have not already been paid on the Temporary Global Certificate and a Talon). Definitive Materialised Bearer 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 day falling after the expiry of 40 days after its issue date, provided that, in the event any further Materialised Notes are issued prior to such day pursuant to Condition 14(a), the Exchange Date for such Temporary Global Certificate shall be postponed to the day falling after the expiry of 40 days after the issue of such further Materialised Notes.

### TERMS AND CONDITIONS OF THE SENIOR NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Senior 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 Part A of 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 Part A 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 Bearer Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. References in the Conditions to "Notes" are to Senior Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Électricité de France (the "**Issuer**") with the benefit of an amended and restated agency agreement dated 11 October 2021 between the Issuer, Société Générale as fiscal agent and the other agents named in it (as amended or supplemented from time to time, the "**Amended and Restated Agency Agreement**"). The functions of Aether Financial Services as make-whole calculation agent have been agreed by separate agreement between the Issuer and Aether Financial Services. 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**", the "**Calculation Agent(s)**" and the "**Make-Whole Calculation Agent**").

References below to "**Conditions**" are, unless the context requires otherwise, to the numbered paragraphs below. Unless otherwise provided for, all references in these Conditions to a "day" shall be to a calendar day.

For the purpose of these Conditions, "**Regulated Market**" means any regulated market situated in a Member State of the European Economic Area ("**EEA**"), as defined in Directive 2014/65/EU on markets in financial instruments, as amended.

#### 1. **Form, Denomination(s), Title, Redenomination**

- (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-titres*). 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 and as specified in the relevant final terms ("**Final Terms**"), 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 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 financial intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and

## Terms and Conditions of the Senior Notes

---

includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking S.A. ("**Clearstream**").

- (ii) Materialised Notes are issued in bearer form ("**Materialised Bearer Notes**"). Materialised Bearer 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 Article L.211-3 of the French *Code monétaire et financier*, securities (such as 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) set out in the relevant Final Terms (the "**Specified Denomination(s)**") subject to compliance with the regulations of the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market, or offered to retail investors, in a Member State of the EEA in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") will be Euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date). Dematerialised Notes shall be issued in one Specified Denomination only.

- (c) **Title:**

- (i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) 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 Issuer or of the Registration Agent.
- (ii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue ("**Definitive Materialised Bearer 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 (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer 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.
- (v) Unless expressly specified as "Not Applicable" in the relevant Final Terms, the Issuer may, in accordance with Article L.228-2 of the French *Code de*

*commerce*, at any time request from the central depository identification information of the Noteholders such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address of holders of Dematerialised Notes in bearer dematerialised form (*au porteur*).

(d) **Redenomination**

- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 15 (*Notices*) and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "**EC**"), as amended from time to time (the "**Treaty**")), or events have occurred which have substantially the same effect, redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".
- (ii) The redenomination of the Notes pursuant to Condition 1(d)(i) (*Redenomination*) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations of the Treaty and rounding the resultant figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 15 (*Notices*). Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
- (iv) The Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 14 (*Further Issues and Consolidation*), without the consent of the holder of any Note, Coupon or Talon, make any changes or additions to these Conditions or Condition 14 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (e) **Method of Issue:** The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**"). Each Series may be issued in tranches (each a "**Tranche**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. The specific terms of each Tranche will be set out in the relevant Final Terms.

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

### 3. Status of the Notes

The Notes and, where applicable, any related Coupons, constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4 (*Negative Pledge*)) unsecured obligations of the Issuer and rank and will rank *pari passu* without any preference among themselves and (subject to such exceptions as are from time to time mandatory under French law) equally and rateably with all other present or future unsecured and unsubordinated obligations of the Issuer.

### 4. Negative Pledge

- (a) So long as any of the Notes remains outstanding (as defined in Condition 5 (*Interest and Other Calculations*)), the Issuer has agreed that it will not create or have outstanding any mortgage, charge, pledge or other security interest upon the whole or any part of its undertaking, revenues or assets, present or future, in order to secure any Indebtedness (as defined below), or any guarantee or indemnity in respect of any Indebtedness, without at the same time according to the Notes the same security.
- (b) For the purposes of this Condition 4 and Condition 9 (*Events of Default*), "**Indebtedness**" means any indebtedness of the Issuer which, in each case, is in the form of or represented by any bond, note, debenture, debenture stock, loan stock, certificate or other instrument which is, or is capable of being, listed, quoted

or traded on any stock exchange or in any securities market (including, without limitation, any over-the-counter market).

For the avoidance of doubt, the Indebtedness shall include any obligations of the Issuer under dematerialised debt securities that may be issued from time to time by the Issuer and are traded under a book-entry transfer system.

### 5. Interest and other Calculations

- (a) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below. Certain defined terms contained in the June 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the *Fédération Bancaire Française* ("**FBF**") (together, the "**FBF Master Agreement**") and in the ISDA Definitions, have either been used or reproduced in this Condition 5.

"**Business Day**" means:

- (i) in the case of Euro, a day on which TARGET2 (as defined below) is operating (a "**TARGET Business Day**"); and/or
- (ii) in the case of a specified currency other than Euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency (which, in the case of Renminbi, shall be Hong Kong); and/or
- (iii) in the case of a specified currency and/or one or more Business Centre(s) specified in the relevant Final Terms (the "**Business Centre(s)**"), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

"**CMS Rate**" shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

"**CMS Reference Banks**" means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market, (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market, or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading swap dealers in the Relevant Financial Centre inter-bank market, in each case selected by the Calculation Agent.

"**Designated Maturity**", "**Margin**", "**Specified Time**" and "**Relevant Screen Page**" shall have the meaning given to those terms in the applicable Final Terms.

"**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 day of such period to but excluding the last) (whether or not constituting an Interest Accrual Period or Interest Period, the "**Calculation Period**"):

- (i) if "**Actual/365 – FBF**" is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365. If part of that Calculation Period falls in a leap year, Actual /365 – FBF shall mean the



## Terms and Conditions of the Senior Notes

---

sum of (i) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is 365 and (ii) the fraction whose numerator is the number of actual days elapsed during the leap year and whose denominator is 366;

- (ii) if "**Actual/Actual – FBF**" is specified in the relevant Final Terms in respect of each calculation, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period);
- (iii) if "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iv) if "**Actual/Actual – ICMA**" is specified in the relevant Final Terms:
  - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (B) if the Calculation Period is longer than one Determination Period, the sum of:
    - the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
    - the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year;

in each case where:

**"Determination Period"** means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

**"Determination Date"** means the date specified in the relevant Final Terms or, if none is so specified, the Interest Payment Date;

- (v) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (vi) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (vii) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

## Terms and Conditions of the Senior Notes

---

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.

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

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.

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

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

## Terms and Conditions of the Senior Notes

---

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"**D<sub>2</sub>**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

"**Effective Date**" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

"**Euro-zone**" means the region comprised of member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"**FBF Definitions**" means the definitions set out in the FBF Master Agreement, as supplemented or amended as at the Issue Date.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount as specified in the relevant Final Terms, as the case may be.

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

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two TARGET Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro.

"**Interest Payment Date**" means the date(s) specified in the relevant Final Terms.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

"**ISDA Definitions**" means the 2006 ISDA Definitions (a copy of which may be obtained at the registered office of the Issuer during usual business hours), as

published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), as amended or supplemented as at the Issue Date.

"**Page**" means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 ("**Reuters**") and Telerate ("**Telerate**")) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions of the relevant Final Terms.

"**Reference Banks**" means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

"**Relevant Financial Centre**" means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the Euro-zone) or, if none is so connected, Paris.

"**Relevant Rate**" means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

"**Relevant Swap Rate**" means:

- (i) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions) as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;
- (ii) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR- BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity

is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;

- (iii) where the Reference Currency is United States dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and
- (iv) where the Reference Currency is any other currency, the mid-market swap rate as determined in accordance with the applicable Final Terms.

**"Relevant Time"** means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 am in the Relevant Financial Centre and for the purpose of this definition, **"local time"** means, with respect to Europe and the Euro zone as a Relevant Financial Centre, Brussels time.

**"Representative Amount"** means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such in the relevant Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

**"Specified Currency"** means the currency specified as such in the relevant Final Terms.

**"Specified Duration"** means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the relevant Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(c)(i) (*Business Day Convention*).

**"TARGET2"** means the Trans-European Automated Real-time Gross Settlement Express Transfer system which utilises a single shared platform and which was launched on 19 November 2007, or any successor thereto.

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate *per annum* (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h) (*Calculations*).

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

- (c) **Interest on Floating Rate Notes**
  - (i) **Interest Payment Dates:** Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the

rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h) (*Calculations*). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

- (ii) *Business Day Convention*: If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:
- (A) the "**Floating Rate Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment;
  - (B) the "**Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day;
  - (C) the "**Modified Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
  - (D) the "**Preceding Business Day Convention**", such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Notes*: The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either FBF Determination or ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) **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 (A), "**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:

- (a) the Floating Rate is as specified in the relevant Final Terms; and

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

For the purposes of this sub-paragraph (A), "**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 EURIBOR 01, as more fully described in the relevant Final Terms.

In the applicable Final Terms, when the paragraph "Floating Rate" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate, one of which shall be determined as if the maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

(B) **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 Accrual Period shall be determined by the Calculation Agent as a rate equal to 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 (B), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms;
- (b) the Designated Maturity is a period specified in the relevant Final Terms; and
- (c) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (B), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

In the applicable Final Terms, when the paragraph "Floating Rate Option" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time

for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

**(C) Screen Rate Determination for Floating Rate Notes**

**(1) IBOR**

Where "Screen Rate Determination-IBOR" 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, subject as provided below or (if applicable) in Condition 5(c)(iii)(C)(1)(d) be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
  - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
  - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date;

- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub paragraph (a)(i) or (a)(ii) applies and the Page is not available at the Relevant Time on the Interest Determination Date, or if sub paragraph (a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant time on the Interest Determination Date, as determined by the Calculation Agent; and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the Euro-Zone as selected by the



Calculation Agent (the "**Principal Financial Centre**") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

In the applicable Final Terms, when the paragraph "Relevant Rate" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two (2) rates based on the relevant Rate, one of which shall be determined as if the maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

### (2) SONIA

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which a Rate of Interest is to be determined, such Rate of Interest for each Interest Period will be calculated in accordance with Condition 5(c)(iii)(C)(2)(A) or 5(c)(iii)(C)(2)(B) below subject to the provisions of Condition 5(c)(iii)(C)(2)(D).

- (A) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest for each Interest Period will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.
- (B) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest for each Interest Period will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable, on the Interest Determination Date and the resulting percentage being

rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

- (C) The following definitions shall apply for the purpose of this Condition 5(c)(iii)(C)(2):

**"Compounded Daily SONIA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent, as applicable, on the Interest Determination Date in accordance with the following formula:

(x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i - pLBD \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

(y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in accordance with the following formula:

$$\left( \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where, in each case, the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

**"d"** means the number of calendar days in (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period, or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Look-Back Period;

**"do"** means (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period, or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in respect of an Observation Look-Back Period, the number of London Business Days in the relevant Observation Look-Back Period;

"i" means a series of whole numbers from one to do, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, in the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in the relevant Observation Look-Back Period;

**"Lock-out Period"** means, in respect of an Interest Period, the period from (and including) the day following the Interest Determination Date to (but excluding) the Interest Payment Date for such Interest Accrual Period;

**"London Business Day" or "LBD"** means a 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 London;

**"Lookback Period" or "p"** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days specified in the applicable Final Terms (or, if no such number is specified, five London Business Days);

**"ni"** means, in respect of a London Business Day i, the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

**"Observation Lookback Period"** means, in respect of an Interest Period, the period from (and including) the date falling p London Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is p London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

**"Reference Day"** means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

**"SONIA i"** means, in respect of a London Business Day i:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate in respect of pLBD in respect of such London Business Day i; or
- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms:

- (1) in respect of any London Business Day  $i$  that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
- (2) the SONIA Rate in respect of the London Business Day immediately preceding the Interest Determination Date for the relevant Interest Period;
- (z) if "Shift" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate for such London Business Day  $i$ ;

**"SONIA $i$ -pLBD"** means:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day  $i$ , SONIA  $i$  in respect of the London Business Day falling  $p$  London Business Days prior to such London Business Day  $i$  ("**pLBD**"); or
- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day  $i$ , SONIA  $i$  in respect of such London Business Day  $i$ .

**"SONIA Rate"** means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day; and

**"Weighted Average SONIA"** means:

- (x) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Observation Lookback Period divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or
- (y) where "Lock-out" is specified as the Observation Method in the applicable Final

Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Interest Period divided by the number of calendar days in the relevant Interest Period, provided that, for any calendar day of such Interest Period falling in the Lock-out Period for the relevant Interest Period, the SONIA Rate for such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day.

- (D) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
- (x) (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
  - (y) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Principal Paying Agent or the Calculation Agent, as applicable, shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relation to the immediately preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin or Maximum Rate of Interest or Minimum Rate of Interest in respect of such Interest Period).

### (3) SOFR

Where "Screen Rate Determination – SOFR" is specified in the applicable Final Terms as the manner in which a Rate of Interest is to be determined, such Rate of Interest for each Interest Period will be calculated in accordance with Condition 5(c)(iii)(C)(3)(A), 5(c)(iii)(C)(3)(B), 5(c)(iii)(C)(3)(C), 5(c)(iii)(C)(3)(D) or 5(c)(iii)(C)(3)(E) below.

- (A) if SOFR Arithmetic Mean is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period shall be the arithmetic mean of the SOFR rates for each day during the period, plus or minus (as specified in the Final Terms) the Margin (if any), as calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms), where the SOFR rate on the SOFR Rate Cut-Off Date shall be used for the days in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Payment Date (excluded);
- (B) if SOFR Lockout Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be USD-SOFR-LOCKOUT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);
- (C) if SOFR Lookback Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest

Accrual Period will, subject as provided below be USD-SOFR-LOOKBACK-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);

- (D) if SOFR Shift Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below be USD-SOFR-SHIFT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any); or
- (E) if SOFR Index Average is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be USD-SOFR-INDEX-AVERAGE plus or minus (as indicated in the Final Terms) the Margin (if any);

For the purpose of this Condition 5(c)(iii)(C)(3):

If the Calculation Agent or another entity appointed by the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Calculation Agent or another entity appointed by the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time.

If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any determination, decision or election that may be made by the Calculation Agent or another entity appointed by the Issuer pursuant to this Condition 5(c)(iii)(C)(3), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection: (i) will be conclusive and binding absent manifest error; (ii) will be made in the sole discretion of the Calculation Agent or another entity appointed by the Issuer, as applicable; and (iii) notwithstanding anything to the contrary in the documentation relating to the Programme or the Notes, shall become effective without consent from the holders of the Notes or any other party.

**“USD-SOFR-LOCKOUT-COMPOUND”** means the rate of return of a daily compound interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the U.S. Government Securities Business Day following each SOFR Rate Cut-Off Date, as follows, with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

Where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d<sub>0</sub>**”, for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Interest Accrual Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

“**SOFR<sub>i</sub>**” means for any U.S. Government Securities Business Day “**i**” that is a SOFR Interest Reset Date, SOFR in respect of this SOFR Interest Reset Date;

“**SOFR Rate Cut-Off Date**” means the date that is the second U.S. Government Securities Business Day prior to the Interest Payment Date in respect of the relevant Interest Accrual Period or such other date specified in the Final Terms;

“**SOFR Interest Reset Date**” means each U.S. Government Securities Business Day in the relevant Interest Accrual Period; provided, however, that the SOFR with respect to each SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding Interest Payment Date of an Interest Accrual Period, will be the SOFR with respect to the SOFR Rate Cut-Off Date for such Interest Accrual Period;

“**USD-SOFR-LOOKBACK-COMPOUND**” means the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-p\text{USGSBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

Where:



## Terms and Conditions of the Senior Notes

---

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d<sub>0</sub>**”, for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

“**Interest Determination Date**” means, in respect of each Interest Accrual Period, the date falling “p” U.S. Government Securities Business Days before each Interest Payment Date;

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “i” in the relevant Interest Accrual Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “i” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

“**Observation Look-Back Period**” is as specified in the Final Terms;

“**p**” means in relation to any Interest Accrual Period, the number of U.S. Government Securities Business Days included in the Observation Look-Back Period;

“**SOFR<sub>i-pUSGSBD</sub>**” means in respect of any U.S. Government Securities Business Day “i” falling in the relevant Interest Accrual Period, the SOFR for the U.S. Government Securities Business Day falling “p” U.S. Government Securities Business Day prior to the relevant U.S. Government Securities Business Day “i”.

“**USD-SOFR-SHIFT-COMPOUND**” means the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{j=1}^{d_0} \left( 1 + \frac{\text{SOFR}_j \times n_j}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d<sub>0</sub>**”, for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“**i**” means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business

## Terms and Conditions of the Senior Notes

---

Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “**i**” in the relevant Observation Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “**i**” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

“**Observation Period**” means, in respect of each Interest Accrual Period, the period from (and including) the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first date in such Interest Accrual Period to (but excluding) the date falling a number of U.S. Government Securities Business Days equal to the number of Observation Shift Days, preceding the Interest Payment Date for such Interest Accrual Period;

“**Observation Shift Days**” means the number of U.S. Government Securities Business Days specified in the relevant Final Terms; and

“**SOFR<sub>i</sub>**” means for any U.S. Government Securities Business Day “**i**” falling in the relevant Observation Period, the SOFR in respect of that U.S. Government Securities Business Day “**i**”.

“**USD-SOFR-INDEX-AVERAGE**” means the rate of return of a compounded average interest investment (with the SOFR Index as the reference rate for the calculation of interest) which will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left( \frac{SOFR\ Index_{End}}{SOFR\ Index_{start}} - 1 \right) \times \left( \frac{360}{d_c} \right)$$

where:

“**SOFR Index**” means the SOFR Index in relation to any U.S. Government Securities Business Day as published on the New York Federal Reserve’s (or such successor administrator’s) Website.

“**SOFR Index<sub>start</sub>**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the first date of the relevant Interest Accrual Period (a “**Index Determination Date**”).

“**SOFR Index<sub>End</sub>**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the Interest Payment Date relating to such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date).

“**d<sub>c</sub>**” means the number of calendar days from (and including) the SOFR IndexStart to (but excluding) the SOFR IndexEnd.

Subject paragraph (iii) below, if the SOFR Index is not published on any relevant SOFR Index Determination Date and a SOFR Benchmark Transition Event and related Benchmark Replacement Date have not occurred, the “USD-SOFR-INDEX-AVERAGE” shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with “USD-SOFR-SHIFT-COMPOUND” and the term “Observation Shift Days” shall mean two U.S. Government Securities Business Days. If a SOFR Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the provisions set forth in the definition of “SOFR” below shall apply.

“**SOFR**” means, with respect to any U.S. Government Securities Business Day:

- (i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as published by the New York Federal Reserve, as the administrator of such rate (or a successor administrator), on the New York Federal Reserve’s (or such successor administrator’s) Website on or about 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day (the “**SOFR Determination Time**”); or
- (ii) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (i) above, unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the New York Federal Reserve’s (or such successor administrator’s) Website; or
- (iii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred,
  - (x) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable corresponding tenor and (b) the Benchmark Replacement Adjustment,
  - (y) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment, or
  - (z) the sum of: (a) the alternate rate of interest that has been selected by the Calculation Agent or another entity appointed by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

“**Benchmark**” means, initially, SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the SOFR or the

then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement.

“**Benchmark Replacement**” means the first alternative set forth in the order presented in clause (iii) of the definition of “SOFR” that can be determined by the Calculation Agent or another entity appointed by the Issuer as of the Benchmark Replacement Date.

“**Benchmark Replacement Adjustment**” means the first alternative set forth in the order below that can be determined by the Calculation Agent or another entity appointed by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent or another entity appointed by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time.

“**Benchmark Replacement Conforming Changes**” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Accrual Period”, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Calculation Agent or another entity appointed by the Issuer decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent or another entity appointed by the Issuer decide that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent or another entity appointed by the Issuer determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent or another entity appointed by the Issuer determine is reasonably necessary).

“**Benchmark Replacement Date**” means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of paragraph (i) or (ii) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

- (ii) in the case of paragraph (iii) of the definition of “Benchmark Transition Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

“**ISDA Definitions**” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“**ISDA Fallback Adjustment**” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

“**ISDA Fallback Rate**” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with

respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**“New York Federal Reserve”** means the Federal Reserve Bank of New York.

**“New York Federal Reserve’s Website”** means the website of the New York Federal Reserve, currently at <http://www.newyorkfed.org>, or any successor website of the New York Federal Reserve or the website of any successor administrator of SOFR.

**“Reference Time”** with respect to any determination of the Benchmark means (i) if the Benchmark is SOFR, the SOFR Determination Time and (ii) if the Benchmark is not SOFR, the time determined by the Calculation Agent or another entity appointed by the Issuer after giving effect to the Benchmark Replacement Conforming Changes.

**“Relevant Governmental Body”** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**“U.S. Government Securities Business Day”** or **“USGSBD”** means any day except for a Saturday, Sunday or a day on which Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(4) *CMS Rate Notes:*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Benchmark in respect of the Floating Rate Notes is specified as being CMS Rate, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be determined by the Calculation Agent by reference to the following formula:

$$\text{CMS Rate} + \text{Margin}$$

If the Relevant Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the Interest Determination Date in question. If at least three of the CMS Reference Banks provide the Calculation Agent with such quotations, the CMS Rate for such Interest Accrual Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest and the lowest quotation (or, in the event of equality, one of the lowest)).

If on any Interest Determination Date less than two or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent on such commercial

basis as considered appropriate by the Calculation Agent in its absolute discretion, in accordance with standard market practice.

(5) *Benchmark discontinuation*

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(c)(iii)(C)(5) will apply unless "Benchmark Replacement" is specified to be "Not Applicable" in the applicable Final Terms.

Notwithstanding Conditions 5(c)(iii)(C)(1)(b), 5(c)(iii)(C)(1)(c), 5(c)(iii)(C)(2) and 5(c)(iii)(C)(4) above, unless "Benchmark Replacement" is specified to be "Not Applicable" in the applicable Final Terms, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when the Terms and Conditions of any Notes provide for any rate of interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply and prevail over the other fallbacks specified in 5(c)(iii)(C)(1)(b), 5(c)(iii)(C)(1)(c), 5(c)(iii)(C)(2) and 5(c)(iii)(C)(4) (for the avoidance of doubt, it shall not apply to SOFR).

(i) Independent Adviser

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5(c)(iii)(C)(5)(ii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(c)(iii)(C)(4)(iii)) and any Benchmark Amendments (in accordance with Condition 5(c)(iii)(C)(5)(iv)).

An Independent Adviser appointed pursuant to this Condition 5(c)(iii)(C)(5) shall act in good faith as an expert and (in the absence of manifest error or fraud) shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent or any other party responsible for determining the Rate of Interest specified in the applicable Final Terms, or the Noteholders for any determination made by it pursuant to this Condition 5(c)(iii)(C)(5).

(ii) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

- (I) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(c)(iii)(C)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(c)(iii)(C)(5)); or
- (II) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall

(subject to adjustment as provided in Condition 5(c)(iii)(C)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(c)(iii)(C)(5)).

(iii) Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(c)(iii)(C)(5) and the Independent Adviser determines in good faith (A) that amendments to the Terms and Conditions of the Notes (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days or Relevant Screen Page) are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(c)(iii)(C)(5)(v), without any requirement for the consent or approval of Noteholders, vary the Terms and Conditions of the Notes to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5(c)(iii)(C)(5)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) Notices, etc.

The Issuer shall, after receiving such information from the Independent Adviser, notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Make-Whole Calculation Agent, the Representative (if any) and, in accordance with Condition 15, the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and of the specific terms of any Benchmark Amendments, determined under this Condition 5(c)(iii)(C)(5). Such notice shall be irrevocable and shall



specify the effective date of the Benchmark Amendments, if any.

(vi) Fallbacks

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no Independent Adviser has been appointed or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision, the Original Reference Rate will continue to apply for the purpose of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided in Conditions 5(c)(iii)(C)(1), 5(c)(iii)(C)(2) and 5(c)(iii)(C)(3) will continue to apply to such determination, provided that such fallbacks may in certain circumstances, lead to apply the Rate of Interest determined as at the last preceding Interest Determination Date.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 5(c)(iii)(C)(5), *mutatis mutandis*, on one or more occasions until a Successor Rate or Alternative Rate (and, if applicable, any associated Adjustment Spread and/or Benchmark Amendments) has been determined and notified in accordance with this Condition 5(c)(iii)(C)(5) (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions, that is, for the avoidance of doubt, the fallbacks specified in Conditions 5(c)(iii)(C)(1), 5(c)(iii)(C)(2) and 5(c)(iii)(C)(3) will continue to apply).

(vii) Definitions

In this Condition 5(c)(iii)(C)(5):

**"Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- b) in the case of an Alternative Rate (or in the case of a Successor Rate where (a) above does not apply),

is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate);

- c) if no such recommendation or option has been made (or made available), the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- d) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage and that no such industry standard is recognised or acknowledged, the Independent Adviser, acting in good faith, determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

**"Alternative Rate"** means, in the absence of Successor Rate, an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 5(c)(iii)(C)(5) and which is customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same Specified Currency as the Notes.

**"Benchmark Event"** means, with respect to an Original Reference Rate:

- a) the Original Reference Rate ceasing to exist or be published;
- b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six (6) months prior to the specified date referred to in (b)(i);
- c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original

Reference Rate has been permanently or indefinitely discontinued;

- d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six (6) months prior to the specified date referred to in (d)(i);
- e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six (6) months;
- f) it has or will prior to the next Interest Determination Date, become unlawful for the Issuer, the party responsible for determining the Rate of Interest (being the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), or any Paying Agent to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011, as amended (the "**Benchmarks Regulation**"), or the UK BMR if applicable);
- g) that a decision to withdraw the authorisation or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorised to publish such Original Reference Rate has been adopted; or
- h) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the opinion of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

**"Independent Adviser"** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise, at all times acting in good faith and in a commercially reasonable manner, appointed by the Issuer at its own expense under Condition 5(c)(iii)(C)(5)(i).

**"Original Reference Rate"** means the benchmark or screen rate (as applicable) originally specified for the

purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one which is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Notes and the nature of the Issuer.

**"UK BMR"** means the Benchmarks Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

- (d) **Zero Coupon Notes:** Where a Note the Interest Basis of which is specified to be Zero Coupon and is repayable prior to the Maturity Date is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(f)(i) (*Zero Coupon Notes*)).
- (e) **Fixed/Floating Rate Notes:** Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date(s) set out in the Final Terms.
- (f) **Accrual of interest:** Interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in

this Condition 5 to the Relevant Date (as defined in Condition 8(b) (*Additional Amounts*)).

- (g) ***Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding***
- (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
- (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be. Unless a higher rate is stated in the applicable Final Terms, the Minimum Rate of Interest (including any applicable margin) shall be deemed to be zero.
- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "unit" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (h) ***Calculations:*** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period in the Final Terms, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (i) ***Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Make-Whole Redemption Amounts:*** The Calculation Agent or the Make-Whole Calculation Agent (as applicable) shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, Optional Redemption Amount, Early Redemption Amount or Make-Whole Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Make-Whole Redemption Amount to be notified to the Issuer, the Fiscal Agent, each of the Paying Agents, the Noteholders, any other Calculation Agent or any Make-Whole Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are admitted to trading on a Regulated Market and

the rules of, or applicable to, such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(c) (*Business Day Convention*), the Interest Amounts and the 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. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) or the Make-Whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

- (j) **Calculation Agent.** The Issuer shall use its best efforts to procure that there shall at all times one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined below). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Make-Whole Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15 (*Notices*).
- (k) **Make-Whole Calculation Agent.** The Issuer shall use its best efforts to procure that there shall at all times a Make-Whole Calculation Agent if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined below). The Make-Whole Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Make-Whole Calculation Agent shall be given in accordance with Condition 15 (*Notices*).

For the purpose of these Conditions:

"**outstanding**" means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a) (*Dematerialised Notes*), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 7(a) and (iii) in the case of Materialised Notes, to the relevant account with, or, by check drawn on, a Bank as provided in Condition 7(b) (*Materialised Bearer Notes*) and remain available for payment against presentation and surrender of Bearer Materialised Notes and/or Coupons, as the

case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Bearer Materialised Notes that have been surrendered in exchange for replacement Bearer Materialised Notes, (ii) (for the purpose only of determining how many such Bearer Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Bearer Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Bearer Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Bearer Materialised Notes, pursuant to its provisions.

### 6. Redemption, Purchase and Options

- (a) **Final Redemption:** Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the relevant Final Terms at its Final Redemption Amount (which is its nominal amount).
- (b) **Redemption at the Option of the Issuer and Partial Redemption:** If a Call Option is specified in the relevant Final Terms as applicable, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 calendar days' irrevocable notice in accordance with Condition 15 (*Notices*) to the Noteholders (or such other notice period as may be specified in the relevant Final Terms), redeem all, or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption. Any such redemption must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the relevant Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the relevant Final Terms.

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.

In the case of a partial redemption in respect of Materialised Notes, the notice to holders of such Materialised Notes shall also contain the number of the Definitive Materialised Bearer Notes to be redeemed, 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 in respect of Dematerialised Notes, the redemption may be effected, at the option of the Issuer, 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.

If and for so long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, such Regulated Market require, the Issuer shall, each time there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the Autorité des marchés financiers and on the website of any other competent authority and/or Regulated Market of the EEA Member State where the Notes are admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Bearer Notes drawn for redemption but not surrendered.

(c) **Make-Whole Redemption by the Issuer:**

- (i) If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms as applicable, the Issuer may, having given:
- (A) not less than 15 nor more than 30 calendar days' notice to the Noteholders in accordance with Condition 15; and
  - (B) not less than 15 calendar days before the giving of the notice referred to in paragraph (A) above, notice to the Fiscal Agent, the Make-Whole Calculation 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.

- (ii) For the purposes of this Condition, the following defined terms shall have the meanings set out below:

**"Make-whole Redemption Amount"** means an amount calculated by the Make-Whole Calculation Agent and equal to the greater of (x) 100 per cent. of the principal 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 (excluding any interest accrued on the Notes to, but excluding, the relevant Make-whole Redemption Date) up to and discounted from the Maturity Date or, if applicable, the Residual Maturity Call Option Date, to such Make-whole Redemption Date, on the basis of the Day Count Fraction at a rate equal to the Make-whole Redemption Rate plus a Make-whole Redemption Margin, plus in each case, any interest accrued on the Notes to, but excluding, the Make-whole Redemption Date.

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

**"Make-whole Redemption Rate"** means (i) the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at the Relevant Time, as specified in the Final Terms, ("**Reference Dealer Quotation**") or (ii) the Reference Screen Rate, as specified in the relevant Final Terms.

**"Reference Dealers"** means each of the four banks selected by the Make-Whole Calculation Agent which are primary security dealers of the Relevant Government Securities, as specified in the Final Terms, and their respective successors, or market makers in pricing corporate bond issues, or such other banks or method of selection of such banks as specified in the Final Terms.

**"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 the Reference Security is no longer outstanding, a Similar Security will be chosen by the Make-Whole Calculation Agent at the Relevant Time, as specified in the Final Terms on the third Business Day preceding the Make-whole Redemption Date, quoted in writing by the Make-Whole



Calculation Agent to the Issuer and published in accordance with Condition 15.

"**Similar Security**" means a reference bond or reference bonds issued by the same issuer as the Reference Security having an 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 Make-whole Redemption Rate will be published by the Issuer in accordance with Condition 15.

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

If and for so long as the Notes are listed and admitted to trading on Euronext Paris and the rules of that stock exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Notes, cause to be published in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the *Autorité des marchés financiers* and on the website of any other competent authority and/or Regulated Market of the EEA Member State where the Notes are listed and admitted to trading, a notice specifying the aggregate nominal amount of Notes outstanding and, in the case of Materialised Notes a list of any Definitive Materialised Bearer Notes drawn for redemption but not surrendered.

- (d) **Redemption at the Option of Noteholders:** If a Put Option is specified in the relevant Final Terms as applicable, the Issuer shall, at the option of the Noteholder, upon the Noteholder giving not less than 15 nor more than 30 days' notice to the Issuer (or such other notice period as may be specified in the relevant Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount together with interest accrued to the date fixed for redemption.

To exercise such option the Noteholder must deposit with any Paying Agent at its specified office during usual business hours a duly completed option exercise notice (the "**Exercise Notice**") in the form obtainable during usual business hours from any Paying Agent or the Registration Agent, as the case may be, within the notice period. Such notice shall, in the case of Materialised Bearer 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 Paris Paying Agent specified in the Exercise Notice. No option so exercised and, where applicable, no Note so deposited or transferred may be withdrawn without the prior consent of the Issuer.

- (e) **Residual Maturity Call Option:** If a Residual Maturity Call Option is specified in the relevant Final Terms as applicable, the Issuer may, on giving not less than 15 nor more than 30 days' irrevocable notice in accordance with Condition 15 (*Notices*) to the Noteholders redeem the Notes, in whole but not in part, at par together with interest accrued to, but excluding, the date fixed for redemption, at any time as from the Residual Maturity Call Option Date (as specified in the relevant Final Terms) which Residual Maturity Call Option Date shall be no earlier than six (6) months before the Maturity Date of the 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.

- (f) **Clean-Up Call Option:** If a Clean-up Call Option by the Issuer is specified in the relevant Final Terms, in the event that at least 75% (or any other higher percentage specified in the Final Terms) of the initial aggregate principal amount of a particular Series of Notes has been purchased or redeemed by the Issuer other than by way of a redemption at the option of the Issuer in accordance with Condition 15, the Issuer may, at its option but subject to having given not more than sixty (60) nor less than thirty (30) calendar days' notice to the Noteholders (which notice shall be irrevocable) in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the remaining Notes in that Series at par, together with any interest accrued to the date set for redemption including, where applicable, any arrears of interest.

This Clean-up Call Option shall not be exercised if the Notes that are no longer outstanding have been redeemed (and subsequently cancelled) by the Issuer pursuant to Condition 6(c) (*Make-Whole Redemption by the Issuer*) within the twelve (12) months preceding the exercise of such call option by the Issuer.

(g) **Early Redemption**

(i) **Zero Coupon Notes:**

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Note pursuant to Condition 6(h) (*Redemption for Taxation Reasons*) or Condition 6(i) (*Illegality*) or upon it becoming due and payable as provided in Condition 9 (*Events of Default*) shall be the Amortised Nominal Amount (calculated as provided below) of such Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the relevant Final Terms, shall be such rate as would produce an Amortised Nominal Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.
- (C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(f) or Condition 6(g) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Nominal Amount of such Note as defined in sub-paragraph (B) above, except that such sub-paragraph shall have effect as though the date on which the Amortised Nominal Amount becomes due and payable were the Relevant Date. The calculation of the Amortised Nominal Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(d) (*Zero Coupon Notes*).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the relevant Final Terms.

(ii) *Other Notes:*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(g) or Condition 6(h), or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount together with interest accrued to the date fixed for redemption.

(h) ***Redemption for Taxation Reasons:***

(i) If, by reason of any change in French law or published regulations becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified under Condition 8(b) (*Additional Amounts*) below (a "**Tax Gross-Up Event**"), the Issuer may, at its option, on any Interest Payment Date (if this Note is not a Floating Rate Note) or, at any time (if this Note is not a Floating Rate Note), subject to having given not more than 60 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.

(ii) If the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8(b) below (a "**Withholding Tax Event**"), then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer shall upon giving not less than seven days' prior notice to the Noteholders in accordance with Condition 15, redeem all, but not some only, of the Notes then outstanding at their Redemption Amount together with any interest accrued to the date set for redemption on (A) the latest practicable Interest Payment Date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes, provided that if such notice would expire after such Interest Payment Date the date for redemption pursuant to such notice of Noteholders shall be the later of (i) the latest practicable date on which the Issuer could make payment of the full amount then due and payable in respect of the Notes and (ii) 14 days after giving notice to the Fiscal Agent as aforesaid or (B) if so specified in the relevant Final Terms, at any time, provided that the due date for redemption of which notice hereunder shall be given shall be the latest practicable date at which the Issuer could make payment of the full amount payable in respect of the Notes, or, if applicable, Coupons or, if that date is passed, as soon as practicable thereafter.

(i) ***Purchases:*** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to the applicable laws and/or regulations.

The Notes purchased by the Issuer may be held and resold in such amount as may be permitted by and in accordance with applicable laws and regulations.

(j) ***Cancellation:*** All Notes purchased by or on behalf of the Issuer, to the extent that the Issuer is not permitted to hold and resell such Notes in accordance with applicable laws and regulations, and all Notes cancelled at the option the Issuer,

shall be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering to the Fiscal Agent the Temporary Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Coupons and all unexchanged Talons and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). 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) **Illegality:** If, by reason of any change in French law or published regulations becoming effective after the Issue Date, it will become unlawful for the Issuer to perform or comply with one or more of its obligations under the Notes, the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the Notes at their Early Redemption Amount together with any interest accrued to the date set for redemption.

### 7. Payments and Talons

- (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. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.
- (b) **Materialised Bearer Notes:** Payments of principal and interest in respect of Materialised Bearer Notes shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v) (*Unmatured Coupons and unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 7(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 in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to TARGET2 (a "**Bank**").
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer 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 non-U.S. 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:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8 (*Taxation*). No commission

or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent, the Consolidation Agent and the Make-Whole Calculation 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 as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Make-Whole Calculation Agent acts as independent expert and does not assume any obligation or relationship of agency for any Noteholder, Couponholder, or for the Issuer and, to the extent permitted by law, it shall not incur any liability against the Issuer, the Noteholders, the Couponholders, the Fiscal Agent or the Paying Agent. 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, the Registration Agent, the Calculation Agent(s) or the Make-Whole Calculation Agent 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) Paying Agents having specified offices in at least two major European cities (including Paris so long as Notes are admitted to trading on Euronext Paris and, in either case, so long as the rules of, or applicable to, the relevant Regulated Market so require);
  - (v) in the case of Materialised Notes, a Paying Agent with a specified office in a European Union Member State (which may be any of the Paying Agents referred to in (iv) above);
  - (vi) in the case of Dematerialised Notes, in fully registered form, a Registration Agent;
  - (vii) a Make-Whole Calculation Agent where the Conditions so require; and
  - (viii) 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 Bearer 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 1(d) (*Redenomination*) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 14 (*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 15 (*Notices*).

- (f) **Unmatured Coupons and unexchanged Talons**
- (i) Upon the due date for redemption, Materialised Bearer Notes which comprise Fixed Rate 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 (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Amortised Nominal Amount, Early Redemption Amount, Optional Redemption Amount or Make-Whole Redemption Amount, 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 10 (*Prescription*)).
  - (ii) Upon the due date for redemption of any such Materialised Bearer Note comprising a Floating Rate 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 Bearer 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 Bearer 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 Bearer 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 Bearer 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, shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer 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 Bearer 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 10), provided that, in respect of Notes listed and admitted to trading on Euronext Paris, such exchange shall always take place at the specified office of the Fiscal Agent or of the Paying Agent, as a case may be, in Paris.
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) 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 (B) (i) (in the case of a payment in a

currency other than Euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in Euro), which is a TARGET Business Day.

- (i) **Alternative Payment in U.S. Dollar.** if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not able, or it would be impracticable for it, to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes when due, the Issuer, on giving not less than five nor more than 30 days irrevocable notice in accordance with Condition 15 "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 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 RMB Notes as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two RMB Dealers.

**Inconvertibility** means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of the RMB 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 RMB 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 RMB Notes and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**RMB 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/RMB exchange rate for the purchase of U.S. dollars with RMB in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Business Days, as determined by the Calculation Agent in good faith and in a commercially reasonable manner at or around 11.00 a.m. (Hong Kong time) on the date of determination, on a deliverable basis by

reference to Reuters Screen Page TRADCNY3, or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither rate is available, the Calculation Agent in good faith and in a commercially reasonable manner will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the date of determination as the most recently available U.S. dollar/RMB 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 7 by the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and all Noteholders.

### 8. Taxation

- (a) **Withholding taxes:** all payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes or Coupons 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.
- (b) **Additional Amounts:** If French law should require that payments of principal or interest, or other revenues in respect of any Note or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, 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, except that no such additional amounts shall be payable with respect to any Note or Coupon, as the case may be:
  - (i) *Other connection:* to, or to a third party on behalf of, a Noteholder or, if applicable, a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some present or former connection with France other than the mere holding of the Note or Coupon; or
  - (ii) *Presentation more than 30 days after the Relevant Date:* in the case of Materialised Notes, more than 30 days after the Relevant Date except to the extent that the Noteholder or, if applicable, a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
  - (iii) *Non-cooperative State or territory:* when such withholding or deduction is required to be made by reason of that interest or Coupon being (x) paid to an account held in, or (y) paid or accrued to a person established or domiciled in, a non-cooperative State or territory (*Etat ou territoire non coopératif*) as defined in Article 238-0 A of the French *Code général des impôts* (other than those mentioned in Article 238-0 A, 2 bis, 2° of the same code) for the purposes of Articles 125 A III, and 119 bis, 2 of the



same code, and as defined in Article 238-0 A of the French *Code général des impôts* (including those mentioned in Article 238-0 A, 2 bis, 2° of the same code) for the purposes of Article 238 A of the same code; or

- (iv) Any combination of the items (i) to (ii) above.

In addition, any amounts to be paid on any Notes or Coupons will be paid net of any deduction or withholding imposed or required pursuant to FATCA, which refers to (1) sections 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or other official guidance; (2) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of (1) above; or (3) any agreement pursuant to the implementation of (1) or (2) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction, and the Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FACTA deduction or withholding deducted or withheld by the Issuer, any paying agent or any other party.

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of Materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Make-Whole Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 (*Interest and other Calculations*) or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

### 9. Events of Default

The Representative (as defined in Condition 11 (*Representation of Noteholders*)), 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) of such Noteholders to become immediately due and payable at their principal amount, together with any accrued interest thereon, as of the date on which such notice for payment is received by the Fiscal Agent without further formality, if any of the following events (each an "**Event of Default**") shall occur:

- (i) the Issuer (a) fails to pay principal in respect of the Notes of the relevant Series or any of them within 15 days following the Maturity Date or date of redemption thereof or (b) fails to pay interest in respect of the Notes of the relevant Series or any of them within 15 days of the due date for payment thereof; or
- (ii) the Issuer defaults in the performance or observance of any of its other obligations under or in respect of the Notes of the relevant Series which default is continuing (except in any case where such default is incapable of remedy when

no such continuation or notice, as is hereinafter mentioned, will be required) for a period of 30 days after the Issuer receives written notice specifying such default at the specified office of the Fiscal Agent by the Holder of any such Note; or

- (iii) (a) any Indebtedness (as defined in Condition 4 (*Negative Pledge*)) of the Issuer (being Indebtedness having an outstanding aggregate principal amount in excess of €100,000,000 or its equivalent in any other currency) is not paid within 30 days after its stated maturity or earlier redemption date, as the case may be, or within any longer applicable grace period, as the case may be, (b) any Indebtedness of the Issuer (being Indebtedness having an outstanding aggregate principal amount in excess of €100,000,000 or its equivalent in any other currency) becomes due and payable prior to its stated maturity as a result of a default thereunder which is not remedied within the relevant grace period or (c) the Issuer fails to pay when due any amount payable by it under any guarantee of Indebtedness (being Indebtedness having an outstanding aggregate principal amount in excess of €100,000,000 or its equivalent in any other currency) unless, in each case, the Issuer is contesting in good faith its obligations to make payment or repayment of any such amount; or
- (iv) a judgment is issued for judicial liquidation (*liquidation judiciaire*) of the Issuer or for a transfer of the whole of its business (*cession totale de l'entreprise à la suite d'un plan de cession*) pursuant to a judicial reorganisation (*redressement judiciaire*), or the Issuer is subject to equivalent legal proceedings, or in the absence of legal proceedings the Issuer makes a voluntary conveyance, assignment or other arrangement for the benefit of its creditors or enters into a composition with its creditors or the Issuer is voluntarily wound up or dissolved (*dissolution or liquidation amiable*).

### 10. 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 five years (in the case of both principal and interest) from the appropriate Relevant Date in respect of them.

### 11. 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 11.

#### 11.1 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**").

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.

#### 11.2 Representative

The names and addresses of the initial 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 single Representative 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, dissolution, retirement, resignation or revocation of the Representative, such Representative will be replaced by its alternate, if any, or another Representative may be appointed. Collective Decisions in relation to the appointment or replacement of the Representative shall be published in accordance with Condition 11.8.

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 registered office of the Issuer.

### 11.3 Powers of the 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.

The Representative may not be involved in the management of the affairs of the Issuer.

### 11.4 Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**") or (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Resolutions**", as further described in Condition 11.4.1 below), or (iii) by consent of one or more Noteholders holding together at least seventy-five (75) per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Majority Resolutions**", as further described in Condition 11.4.2 below and together with the Written Unanimous Resolutions, the "**Written Resolutions**").

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 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 (2<sup>nd</sup>) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 11.8.

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.

#### 11.4.1 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 the 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 in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

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 simple majority of votes cast by Noteholders attending such General Meeting or represented thereat.

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 11.8 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.

## Terms and Conditions of the Senior Notes

---

Each Noteholder has the right to participate in a General Meeting in person, by proxy, by correspondence or by visioconference or by any other means of telecommunications allowing the identification of participating Noteholders.

Each Noteholder or Representative thereof will have the right, during the fifteen (15) calendar day period on the first convocation and five (5) calendar day period on the second convocation preceding the holding of each General Meeting, 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.

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.

### 11.4.2 Written Resolution and Electronic Consent

Pursuant to Article L. 228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a Written Unanimous Resolution or a Written Majority Resolution.

#### (a) Written Unanimous Resolution

Written Unanimous Resolutions shall be signed by or on behalf of all Noteholders and shall not have to comply with formalities and time limits referred to in Condition 11.4.1. Pursuant to Articles L. 228-46-1 and R. 225-97 of the French *Code de commerce*, approval of a Written Unanimous Resolution may also be given by way of electronic communication allowing the identification of Noteholders ("**Electronic Consent**"). Any Written Unanimous Resolution shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous 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 such Noteholders, and shall be published in accordance with Condition 11.8.

#### (b) Written Majority Resolution

Notices seeking the approval of a Written Majority Resolution, which shall include the text of the proposed resolutions together with any report thereon, will be published as provided under Condition 11.4.1 no less than fifteen (15) calendar days prior to the date fixed for the passing of such Written Majority Resolution (the "**Written Majority Resolution Date**"). Notices seeking the approval of a Written Majority Resolution will contain the conditions of form and time limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Majority Resolution. Noteholders expressing their approval or rejection before the Written Majority Resolution Date will undertake not to dispose of their Notes until after the Written Majority Resolution Date.

Written Majority Resolutions shall be signed by one or more Noteholders holding together at least seventy-five (75) per cent. of the nominal amount of the Notes outstanding. Approval of a Written Majority Resolution may also be given by Electronic Consent. Any Written Majority Resolution shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Majority 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 such Noteholders, and shall be published in accordance with Condition 11.8.

## Terms and Conditions of the Senior Notes

---

### 11.4.3 Exclusion of certain provisions of the French *Code de commerce*

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, the second sentence of Articles L.228-65 II, R.228-63, R.228-67 and R.228-69.

The provisions of Article L.228-65 I. 1° and 4° of the French *Code de commerce* (respectively providing for a prior approval of the General Meeting of the Noteholders of any change in corporate purpose or form of the Issuer or of an issue of bonds benefiting from a security (*sûreté réelle*)) and the related provisions of the French *Code de commerce* shall not apply to the Notes.

The provisions of Article L.228-65 I. 3° of the French *Code de commerce* (providing for a prior approval of the Noteholders in relation to any proposal to merge or demerge the Issuer in the cases referred to in Articles L. 236-13 and L. 236-18 of the French *Code de commerce*) shall apply to the Notes only to the extent that such proposal does not relate to a merger or demerger with another entity of the EDF Group.

### 11.5 Expenses

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

### 11.6 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 14 (*Further Issues and Consolidation*), shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the single Representative of all such Series.

### 11.7 Sole Noteholder

If and for so long as the Notes of any Series are held by a sole Noteholder (the "**Sole Noteholder**") and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of the French *Code de commerce*. The Issuer shall hold a register of the decisions taken by the Sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

### 11.8 Notices to Noteholders

Notices to Noteholders pursuant to this Condition 11 shall be (a) 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 and, if such publication is not practicable in respect of Dematerialised Notes in registered form (*au nominatif*), by mail to the Noteholders at their respective addresses, in which case they will be deemed to have been given notice on the fourth (4<sup>th</sup>) weekday (being a day other than a Saturday or a Sunday) after the mailing and (b) published on the website of the Issuer (<https://www.edf.fr/groupe-edf>). For the avoidance of doubt, Conditions 15(a), (b), (c), (d) shall not apply to such notices.

### 11.9 Outstanding Notes

For the avoidance of doubt, in this Condition 11, the term "**outstanding**" shall not include those Notes purchased by the Issuer, or on its behalf, or by any of its subsidiaries pursuant to applicable laws and regulations.

## Terms and Conditions of the Senior Notes

---

### 11.10 Notes with a denomination of less than €100,000 issued outside France

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency) that are issued outside France within the meaning of Article L.228-90 of the French *Code de commerce*, Conditions 11.1 to 11.9 above shall apply to the Notes, to the fullest extent possible in accordance with applicable laws and regulations.

### 11.11 Notes with a denomination of less than €100,000 issued inside France

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency) that are not issued outside France within the meaning of Article L.228-90 of the French *Code de commerce*, Condition 11 shall apply to the Notes subject to the following modifications:

- (i) the second paragraph of Condition 11.4.1 shall be deleted and replaced by the following paragraph:

"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 cast by the Noteholders attending such General Meeting or represented thereat."

- (ii) Condition 11.4.3 shall not apply to the Notes.

- (iii) Condition 11.5 shall be deleted and replaced by the following:

"11.5 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."

## 12. Final Terms

These Conditions may be completed in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

## 13. Replacement of definitive Notes, Coupons and Talons

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer 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 Bearer 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 Bearer Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Bearer Notes, Coupons or Talons must be surrendered before replacements will be issued.

## 14. Further Issues and Consolidation

- (a) **Further Issues:** The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes to be assimilated (*assimilées*) and form a single series with the Notes provided such Notes and the

further notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to "Notes" shall be construed accordingly.

- (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 days' prior notice to the Noteholders in accordance with Condition 15 (*Notices*), without the consent of the Noteholders or Couponholders, 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.

### 15. 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 day other than a Saturday or Sunday) after the mailing, or (ii) at the option of the Issuer, they are published in a leading daily newspaper with general circulation in Europe (which is expected to be the *Financial Times*) and, so long as such Notes are listed and admitted to trading on any 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 listed and admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*.
- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a daily leading newspaper with general circulation in Europe (which is expected to be the *Financial Times*) and so long as such Notes are listed and admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*.
- (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. Any such notice 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. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions (including notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 (*Representation of Noteholders*)) 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 15(a), (b) and (c) above.

### 16. **Governing Law and Jurisdiction**

#### 16.1 **Governing Law**

The Notes (and, where applicable, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.

#### 16.2 **Jurisdiction**

- (a) The Paris Commercial Court (*Tribunal de Commerce de Paris*) has jurisdiction to settle any disputes arising out of or in connection with the Notes (and, where applicable, the Coupons and the Talons) (including a dispute relating to the existence, validity or termination of the Notes (and, where applicable, the Coupons and the Talons)) and accordingly, any legal action or proceedings arising out of or in connection therewith may be brought in such courts.
- (b) Any claim against the Issuer in connection with the Notes (and, where applicable, the Coupons and the Talons) will be brought before the said Paris Commercial Court (*Tribunal de Commerce de Paris*).



### TERMS AND CONDITIONS OF THE SUBORDINATED NOTES

The following is the text of the terms and conditions that, subject to completion in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Subordinated 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 Part A of 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 Part A 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 Bearer Notes. All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. References in the Conditions to "Notes" are to Subordinated Notes of one Series only, not to all Notes that may be issued under the Programme.

The Notes are issued by Électricité de France (the "**Issuer**") with the benefit of an amended and restated agency agreement dated 11 October 2021 between the Issuer, Société Générale as fiscal agent and the other agents named in it (as amended or supplemented from time to time, the "**Amended and Restated Agency Agreement**"). The functions of Aether Financial Services as make-whole calculation agent have been agreed by separate agreement between the Issuer and Aether Financial Services. 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**", the "**Calculation Agent(s)**" and the "**Make-Whole Calculation Agent**").

References below to "**Conditions**" are, unless the context requires otherwise, to the numbered paragraphs below. Unless otherwise provided for, all references in these Conditions to a "day" shall be to a calendar day.

For the purpose of these Conditions, "**Regulated Market**" means any regulated market situated in a Member State of the European Economic Area ("**EEA**"), as defined in Directive 2014/65/EU on markets in financial instruments, as amended.

#### 1. **Form, Denomination(s), Title, Redenomination**

- (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-titres*). 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 and as specified in the relevant final terms ("**Final Terms**"), 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 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 financial intermediary institution entitled to hold, directly or indirectly, accounts on behalf of its customers with Euroclear France, and

## Terms and Conditions of the Subordinated Notes

---

includes Euroclear Bank SA/NV ("**Euroclear**") and the depositary bank for Clearstream Banking S.A. ("**Clearstream**").

- (ii) Materialised Notes are issued in bearer form ("**Materialised Bearer Notes**"). Materialised Bearer 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 Article L.211-3 of the French *Code monétaire et financier*, securities (such as 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) set out in the relevant Final Terms (the "**Specified Denomination(s)**") subject to compliance with the regulations of the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency and save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market, or offered to retail investors, in a Member State of the EEA in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") will be Euro 1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date). Dematerialised Notes shall be issued in one Specified Denomination only.

- (c) **Title:**

- (i) Title to Dematerialised Notes in bearer dematerialised form (*au porteur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) 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 Issuer or of the Registration Agent.
- (ii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons and/or a Talon attached thereto on issue ("**Definitive Materialised Bearer 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 (i) in the case of Dematerialised Notes, the person whose name appears in the account of the relevant Account Holder or the Issuer or the Registration Agent (as the case may be) as being entitled to such Notes and (ii) in the case of Materialised Notes, the bearer of any Definitive Materialised Bearer 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.
- (v) Unless expressly specified as "Not Applicable" in the relevant Final Terms, the Issuer may, in accordance with Article L.228-2 of the French *Code de*

*commerce*, at any time request from the central depository identification information of the Noteholders such as the name or the company name, nationality, date of birth or year of incorporation and mail address or, as the case may be, e-mail address of holders of Dematerialised Notes in bearer dematerialised form (*au porteur*).

(d) **Redenomination**

- (i) The Issuer may (if so specified in the relevant Final Terms), on any Interest Payment Date, without the consent of the holder of any Note, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 15 (*Notices*) and on or after the date on which the European Member State in whose national currency the Notes are denominated has become a participating Member State in the single currency of the European Economic and Monetary Union (as provided in the Treaty establishing the European Community (the "**EC**"), as amended from time to time (the "**Treaty**")), or events have occurred which have substantially the same effect, redenominate all, but not some only, of the Notes of any Series into Euro and adjust the aggregate principal amount and the Specified Denomination(s) set out in the relevant Final Terms accordingly, as described below. The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".
- (ii) The redenomination of the Notes pursuant to Condition 1(d)(i) (*Redenomination*) shall be made by converting the principal amount of each Note from the relevant national currency into Euro using the fixed relevant national currency Euro conversion rate established by the Council of the European Union pursuant to applicable regulations of the Treaty and rounding the resultant figure to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). If the Issuer so elects, the figure resulting from conversion of the principal amount of each Note using the fixed relevant national currency Euro conversion rate shall be rounded down to the nearest Euro. The Euro denominations of the Notes so determined shall be notified to Noteholders in accordance with Condition 15 (*Notices*). Any balance remaining from the redenomination with a denomination higher than Euro 0.01 shall be paid by way of cash adjustment rounded to the nearest Euro 0.01 (with Euro 0.005 being rounded upwards). Such cash adjustment will be payable in Euro on the Redenomination Date in the manner notified to Noteholders by the Issuer.
- (iii) Upon redenomination of the Notes, any reference in the relevant Final Terms to the relevant national currency shall be construed as a reference to Euro.
- (iv) The Issuer may, with the prior approval of the Redenomination Agent and the Consolidation Agent, in connection with any redenomination pursuant to this Condition or any consolidation pursuant to Condition 14 (*Further Issues and Consolidation*), without the consent of the holder of any Note, Coupon or Talon, make any changes or additions to these Conditions or Condition 14 (including, without limitation, any change to any applicable business day definition, business day convention, principal financial centre of the country of the Specified Currency, interest accrual basis or benchmark), taking into account market practice in respect of redenominated euromarket debt obligations and which it believes are not prejudicial to the interests of such holders. Any such changes or additions shall, in the absence of manifest error, be binding on the holders of Notes, Coupons and Talons and shall be notified to Noteholders in accordance with Condition 15 (*Notices*) as soon as practicable thereafter.

## Terms and Conditions of the Subordinated Notes

---

- (v) Neither the Issuer nor any Paying Agent shall be liable to the holder of any Note, Coupon or Talon or other person for any commissions, costs, losses or expenses in relation to or resulting from the credit or transfer of Euro or any currency conversion or rounding effected in connection therewith.
- (e) **Method of Issue:** The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**"). Each Series may be issued in tranches (each a "**Tranche**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. The specific terms of each Tranche will be set out in the relevant Final Terms.
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 Bearer Notes of one Specified Denomination may not be exchanged for Materialised Bearer Notes of another Specified Denomination.

3. **Status of the Notes**

(a) **Deeply Subordinated Notes**

The Notes are deeply (i.e., lowest ranking) subordinated notes issued pursuant to the provisions of Article L. 228-97 of the French *Code de commerce*. The principal and interest on the Notes constitute direct, unconditional, unsecured and deeply subordinated obligations (*titres subordonnés de dernier rang*) of the Issuer and rank and will rank:

- subordinated to present and future *titres participatifs* or *prêts participatifs* issued by or granted to the Issuer, Ordinary Subordinated Obligations and Unsubordinated Obligations of the Issuer;
- *pari passu* among themselves and *pari passu* with all other present and future deeply subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer (including the Parity Securities); and
- senior only to the Equity Securities.

For the purpose of this Condition:

**“Equity Securities”** means (a) the ordinary shares (*actions ordinaires*) of the Issuer and (b) any other class of the Issuer’s share capital (including preference shares (*actions de préférence*)).

**“Ordinary Subordinated Obligations”** means obligations of the Issuer, whether in the form of notes or otherwise, the principal and interest of which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank or are expressed to rank *pari passu* among themselves and *pari passu* with all other present or future ordinary subordinated obligations, behind Unsubordinated Obligations but in priority to *titres participatifs* or *prêts participatifs*, if any, and deeply subordinated obligations.

**“Parity Securities”** means, at any time, any Notes (i.e. notes issued pursuant to the provisions of Article L. 228-97 of the French *Code de commerce*) of the Issuer and any securities which rank and will rank or are expressed to rank *pari passu* with the Notes<sup>1</sup>.

**“Unsubordinated Obligations”** means obligations of the Issuer, whether in the form of notes or otherwise, the principal and interest of which constitute direct, unconditional and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without preference or priority among themselves and (save for certain obligations required to be preferred by French law) equally and rateably with all other present or future unsubordinated obligations of the Issuer.

(b) ***Payment on the Notes in the event of the liquidation of the Issuer***

If any judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or for the sale of the whole of the business (*cession totale de l'entreprise*) following an order of judicial reorganisation (*redressement judiciaire*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Notes), the payments of the creditors of the Issuer shall be made in the order of priority set out below (in each case subject to the payment in full of priority creditors) and no payment of principal and interest (including any outstanding Arrears of Interest and/or Additional Interest Amount as defined below) on the Notes may be made until all holders of other indebtedness (other than Parity Securities) have been paid in full.

This means that:

- (a) unsubordinated creditors under the Issuer’s Unsubordinated Obligations;
- (b) ordinary subordinated creditors under the Issuer’s Ordinary Subordinated Obligations; and

---

<sup>1</sup> As at the date of this Base Prospectus, Parity Securities include the (i) €1,250,000,000 reset perpetual subordinated notes with a first call date on 29 January 2025 (ISIN: FR0011401751) issued on 29 January 2013, (ii) GBP1,250,000,000 reset perpetual subordinated notes with a first call date on 29 January 2026 (ISIN: FR0011401728) issued on 29 January 2013, (iii) \$3,000,000,000 Reset Perpetual Subordinated Notes with a first call date on 29 January 2023 (ISIN: US268317AF12 (Rule 144A) / USF2893TAF33 (Reg S)) issued on 29 January 2013, (iv) €1,000,000,000 reset perpetual subordinated notes with a first call date on 22 January 2022 (ISIN: FR0011697010) on 22 January 2014, (v) €1,000,000,000 reset perpetual subordinated notes with a first call date on 22 January 2026 (ISIN: FR0011697028) issued on 22 January 2014, (vi) GBP750,000,000 reset perpetual subordinated notes with a first call date on 22 January 2029 (ISIN: FR0011700293) issued on 22 January 2014, (vii) \$1,500,000,000 Reset Perpetual Subordinated Notes with a first call date on 22 January 2024 (ISIN: US268317AM62 (Rule 144A) / USF2893TAM83 (Reg S)) issued on 22 January 2014, (viii) €1,250,000,000 Reset Perpetual Subordinated Notes with a first call date on 4 July 2024 (ISIN: FR0013367612) issued on 4 October 2018, (ix) €500,000,000 8 Year Non-Call Reset Perpetual Subordinated Notes with a first call date on 3 September 2027 (ISIN: FR0013464922) issued on 3 December 2019, (x) the €850,000,000 6.5 Year Non-Call Reset Perpetual Subordinated Notes with a first call date on 15 December 2026 (ISIN: FR0013534351) issued on 15 September 2020, (xi) the 1,250,000,000 10 Year Non-Call Reset Perpetual Subordinated Notes with a first call date on 15 June 2030 (ISIN: FR0013534336) issued on 15 September 2020 and (xii) the 1,250,000,000 7 Year Non-Call Reset Perpetual Subordinated Notes with a first call date on 1 December 2027 (ISIN: FR0014003S56) issued on 1 June 2021).

## Terms and Conditions of the Subordinated Notes

---

- (c) lenders or holders in relation to any *titres participatifs* or *prêts participatifs* issued by or granted to the Issuer,

will be paid in priority to deeply subordinated creditors (including Noteholders).

In the event of liquidation of the Issuer, the Notes shall rank in priority only to any payment to holders of Equity Securities. In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with the Notes shall be terminated.

- (c) **Prohibition of set-off**

Subject to applicable law, no Noteholder may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising under or in connection with the Notes and each Noteholder shall, by virtue of its holding of any Note, be deemed to have waived all such rights of set-off, compensation or retention.

#### 4. Negative Pledge

There will be no negative pledge in respect of the Notes.

#### 5. Interest and other Calculations

- (a) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below. Certain defined terms contained in the June 2013 FBF Master Agreement relating to transactions on forward financial instruments as supplemented by the Technical Schedules published by the *Fédération Bancaire Française* ("**FBF**") (together, the "**FBF Master Agreement**") and in the ISDA Definitions, have either been used or reproduced in this Condition 5.

"**Business Day**" means:

- (i) in the case of Euro, a day on which TARGET2 (as defined below) is operating (a "**TARGET Business Day**"); and/or
- (ii) in the case of a specified currency other than Euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for that currency ; and/or
- (iii) in the case of a specified currency and/or one or more Business Centre(s) specified in the relevant Final Terms (the "**Business Centre(s)**"), a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres so specified.

"**CMS Rate**" shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the Relevant Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

"**CMS Reference Banks**" means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market, (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market, or (iv) in the case of any other Reference Currency, the principal Relevant Financial Centre office of five leading

## Terms and Conditions of the Subordinated Notes

---

swap dealers in the Relevant Financial Centre inter-bank market, in each case selected by the Calculation Agent.

"**Designated Maturity**", "**Margin**", "**Specified Time**" and "**Relevant Screen Page**" shall have the meaning given to those terms in the applicable Final Terms.

"**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 day of such period to but excluding the last) (whether or not constituting an Interest Accrual Period or Interest Period, the "**Calculation Period**"):

- (i) if "**Actual/365 – FBF**" is specified in the relevant Final Terms, the fraction whose numerator is the actual number of days elapsed during the Calculation Period and whose denominator is 365. If part of that Calculation Period falls in a leap year, Actual /365 – FBF shall mean the sum of (i) the fraction whose numerator is the actual number of days elapsed during the non-leap year and whose denominator is 365 and (ii) the fraction whose numerator is the number of actual days elapsed during the leap year and whose denominator is 366;
- (ii) if "**Actual/Actual – FBF**" is specified in the relevant Final Terms in respect of each calculation, the fraction whose numerator is the actual number of days elapsed during such period and whose denominator is 365 (or 366 if 29 February falls within the Calculation Period);
- (iii) if "**Actual/Actual**" or "**Actual/Actual – ISDA**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iv) if "**Actual/Actual – ICMA**" is specified in the relevant Final Terms:
  - (A) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and
  - (B) if the Calculation Period is longer than one Determination Period, the sum of:
    - the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year; and
    - the number of days in such Calculation Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods normally ending in any year;

in each case where:

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date; and

## Terms and Conditions of the Subordinated Notes

---

"**Determination Date**" means the date specified in the relevant Final Terms or, if none is so specified, the Interest Payment Date;

- (v) if "**Actual/365 (Fixed)**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (vi) if "**Actual/360**" is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;
- (vii) if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in the Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

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

where:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"**D<sub>2</sub>**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30.

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

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

where:

"**Y<sub>1</sub>**" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"**Y<sub>2</sub>**" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**M<sub>1</sub>**" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"**M<sub>2</sub>**" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"**D<sub>1</sub>**" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and



## Terms and Conditions of the Subordinated Notes

---

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D<sub>2</sub> will be 30.

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

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D<sub>2</sub> will be 30.

"**Effective Date**" means, with respect to any Floating Rate to be determined on an Interest Determination Date, the date specified as such in the relevant Final Terms or, if none is so specified, the first day of the Interest Accrual Period to which such Interest Determination Date relates.

"**Euro-zone**" means the region comprised of member states of the European Union that have adopted or adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

"**FBF Definitions**" means the definitions set out in the FBF Master Agreement, as supplemented or amended as at the Issue Date.

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means the amount of interest payable, and in the case of Fixed Rate Notes, means the Fixed Coupon Amount or Broken Amount as specified in the relevant Final Terms, as the case may be.

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

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the relevant Final Terms or, if none is so specified, (i) the day falling two TARGET Business Days prior to the

## Terms and Conditions of the Subordinated Notes

---

first day of such Interest Accrual Period if the Specified Currency is Euro or (ii) the first day of such Interest Accrual Period if the Specified Currency is Sterling or (iii) the day falling two Business Days in the city specified in the Final Terms for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor Euro.

**"Interest Payment Date"** means the date(s) specified in the relevant Final Terms.

**"Interest Period"** means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

**"Interest Period Date"** means each Interest Payment Date unless otherwise specified in the relevant Final Terms.

**"ISDA Definitions"** means the 2006 ISDA Definitions (a copy of which may be obtained at the registered office of the Issuer during usual business hours), as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), as amended or supplemented as at the Issue Date.

**"Page"** means such page, section, caption, column or other part of a particular information service (including, but not limited to, Reuters Markets 3000 ("**Reuters**") and Telerate ("**Telerate**")) as may be specified for the purpose of providing a Relevant Rate, or such other page, section, caption, column or other part as may replace it on that information service or on such other information service, in each case as may be nominated by the person or organisation providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to that Relevant Rate.

**"Rate of Interest"** means the rate of interest payable from time to time in respect of the Notes and that is either specified or calculated in accordance with the provisions of the relevant Final Terms.

**"Reference Banks"** means the institutions specified as such in the relevant Final Terms or, if none, four major banks selected by the Calculation Agent in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the Benchmark (which, if EURIBOR is the relevant Benchmark, shall be the Euro-zone).

**"Relevant Financial Centre"** means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the financial centre as may be specified as such in the relevant Final Terms or, if none is so specified, the financial centre with which the relevant Benchmark is most closely connected (which, in the case of EURIBOR, shall be the Euro-zone) or, if none is so connected, Paris.

**"Relevant Rate"** means the Benchmark for a Representative Amount of the Specified Currency for a period (if applicable or appropriate to the Benchmark) equal to the Specified Duration commencing on the Effective Date.

**"Relevant Swap Rate"** means:

- (i) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-

EURIBOR-Reuters (as defined in the ISDA Definitions) as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;

- (ii) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent (A) if the Designated Maturity is greater than one year, to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months or (B) if the Designated Maturity is one year or less, to GBP-LIBOR-BBA with a designated maturity of three months;
- (iii) where the Reference Currency is United States dollars, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months; and
- (iv) where the Reference Currency is any other currency, the mid-market swap rate as determined in accordance with the applicable Final Terms.

**"Relevant Time"** means, with respect to any Interest Determination Date, the local time in the Relevant Financial Centre specified in the relevant Final Terms or, if no time is specified, the local time in the Relevant Financial Centre at which it is customary to determine bid and offered rates in respect of deposits in the Specified Currency in the interbank market in the Relevant Financial Centre or, if no such customary local time exists, 11.00 am in the Relevant Financial Centre and for the purpose of this definition, **"local time"** means, with respect to Europe and the Euro zone as a Relevant Financial Centre, Brussels time.

**"Representative Amount"** means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the amount specified as such in the relevant Final Terms or, if none is specified, an amount that is representative for a single transaction in the relevant market at the time.

**"Specified Currency"** means the currency specified as such in the relevant Final Terms.

**"Specified Duration"** means, with respect to any Floating Rate to be determined in accordance with a Screen Rate Determination on an Interest Determination Date, the duration specified in the relevant Final Terms or, if none is specified, a period of time equal to the relative Interest Accrual Period, ignoring any adjustment pursuant to Condition 5(d)(ii) (*Business Day Convention*).

**"TARGET2"** means the Trans-European Automated Real-time Gross Settlement Express Transfer system which utilises a single shared platform and which was launched on 19 November 2007, or any successor thereto.

## Terms and Conditions of the Subordinated Notes

---

- (b) **Interest on Fixed Rate Notes:** Each Fixed Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date, subject to Condition 5(l) if applicable. The amount of interest payable shall be determined in accordance with Condition 5(g) (*Calculations*).

If a Fixed Coupon Amount or a Broken Amount is specified in the relevant Final Terms, the amount of interest payable on each Interest Payment Date will amount to the Fixed Coupon Amount or, if applicable, the Broken Amount so specified and in the case of the Broken Amount will be payable on the particular Interest Payment Date(s) specified in the relevant Final Terms.

- (c) **Interest on Resettable Notes:**

(i) **Determination of interest rate**

Each Note which is specified in the relevant Final Terms as being Resettable Note (a "**Resettable Note**") will bear interest on its outstanding principal amount:

(A) from (and including) the Interest Commencement Date to (but excluding) the First Reset Date at the Initial Rate of Interest (each as specified in the Final Terms);

(B) from (and including) the First Reset Date to (but excluding) (x) the Second Reset Date or (y) if no such Second Reset Date is specified in the relevant Final Terms, (i) with respect to Notes with no specified maturity date, the date of redemption of all the Notes or (ii) with respect to Notes with a specified maturity date, the Maturity Date, at the First Reset Rate of Interest; and

(C) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest.

Interest will be payable in arrear or in advance on the Interest Payment Date or Interest Payment Dates specified in the relevant Final Terms, subject to Condition 5(l) if applicable, and, in the case of Notes with a specified maturity date, on the date specified in the relevant Final Terms as the Maturity Date. The first payment of interest will be made on the first Interest Payment Date (as specified in the applicable Final Terms) following the Interest Commencement Date.

The Calculation Agent will cause the relevant Initial Rate of Interest, First Reset Rate of Interest and Subsequent Reset Rate of Interest and the relevant Interest Amount payable per Note to be notified to the Issuer, the Paying Agents and, if required by the rules of Euronext Paris or any other stock exchange on which the Notes are admitted to trading from time to time, to such stock exchange, and to the Noteholders in accordance with Condition 15 (*Notices*) without undue delay, but, in any case, not later than on the fourth (4th) Business Day after its determination.

For the purpose of this Condition:

**"Benchmark Gilt"** means, in respect of a Reset Period, such United Kingdom government security customarily used at the time of selection in the pricing of new issues with a similar tenor having an actual or interpolated maturity date on or about the last day of such Reset Period as the Issuer (on the advice of an investment bank of international repute) may determine to be appropriate following any guidance published by the International Capital Markets Association ("**ICMA**") at the relevant time (if any);

**"Benchmark Gilt Dealing Day"** means a day on which the London Stock Exchange plc (or such other market on which the Benchmark Gilt is at the relevant time admitted to trading) is ordinarily open for the trading of securities;

## Terms and Conditions of the Subordinated Notes

---

**"CMT Rate"** means, in respect of a Reset Period and the related Reset Determination Date, the rate determined by the Calculation Agent and expressed as a percentage equal to:

(i) the yield for U.S. Treasury Securities at "constant maturity" for the relevant CMT Rate Maturity, as published in the H.15(519) under the caption "Treasury constant maturities (Nominal)", as that yield is displayed, for the relevant Reset Determination Date, on the CMT Rate Screen Page; or

(ii) if the yield referred to in (i) above is not published by 4:00 p.m. (New York City time) on the CMT Rate Screen Page on the Reset Determination Date, the yield for U.S. Treasury Securities at "constant maturity" for the relevant CMT Rate Maturity as published in the H.15(519) under the caption "Treasury constant maturities (Nominal)" for the Reset Determination Date; or

(iii) if the yield referred to in (ii) above is not published by 4:30 p.m. (New York City time) on the Reset Determination Date, the Reset Reference Dealer Rate on the Reset Determination Date; or

(iv) if fewer than three Reset Rate Reference Dealers selected by the Calculation Agent provide bid prices for the purposes of determining the Reset Reference Dealer Rate referred to in (iii) above as described in the definition of Reset Reference Dealer Rate, the CMT Rate applicable to the last preceding Reset Period or, in the case of the First Reset Period, the First Reset Rate of Interest shall be the Initial Rate of Interest.

**"CMT Rate Maturity"** means the designated maturity for the CMT Rate to be used for the determination of the Reset Rate, as specified in the applicable Final Terms.

**"CMT Rate Screen Page"** means page H15T5Y on the Bloomberg L.P. service or any successor service or such other page as may replace that page on that service for the purpose of displaying "Treasury constant maturities" as reported in the H.15(519). **"First Reset Date"** means the date specified as such in the relevant Final Terms.

**"First Reset Period"** means the period from (and including) the First Reset Date until (but excluding) (x) the Second Reset Date or (y) if no such Second Reset Date is specified in the relevant Final Terms, (i) with respect to Notes with no specified maturity date, the date of redemption of all the Notes or (ii) with respect to Notes with a specified maturity date, the Maturity Date.

**"First Reset Rate of Interest"** means, subject to Condition 5(c)(i) below, the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Rate plus the applicable Margin as specified in the Final Terms.

**"GBP Reference Dealers"** means five brokers of gilts and/or gilt-edged market makers selected by the Issuer.

**"GBP Reference Rate"** means, in respect of a Reset Period, the Gross Redemption Yield of the Benchmark Gilt in respect of that Reset Period, with the price of the Benchmark Gilt for the purpose of determining the Gross Redemption Yield being the arithmetic average (rounded up (if necessary) to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered prices of such Benchmark Gilt quoted by the Reset Rate Reference Dealers at 11.00 a.m. (London time) on the Reset Determination Date in respect of such Reset Period on a dealing basis for settlement on the next following Benchmark Gilt Dealing Day in London, or such basis as is customarily used at such time. Such quotations shall be obtained by or on behalf of the Issuer and provided to the Calculation Agent. If at least four quotations are provided, the GBP Reference Rate will be determined by reference to the rounded arithmetic mean of the

quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest). If only two or three quotations are provided, the GBP Reference Rate will be determined by reference to the rounded arithmetic mean of the quotations provided. If only one quotation is provided, the GBP Reference Rate will be determined by reference to the rounded quotation provided. If no quotations are provided, the GBP Reference Rate will be the previous GBP Reference Rate in respect of the preceding Reset Period, or in the case of the First Reset Period, the First Reset Rate of Interest shall be the Initial Rate of Interest.

**"Gilt Yield Calculation"** means on the basis set out by the United Kingdom Debt Management Office in the paper "Formulae for Calculating Gilt Prices from Yields" page 5, Section One: Price/Yield Formulae "Conventional Gilts"; "Double-dated and Undated Gilts with Assumed (or Actual) Redemption on a Quasi-Coupon Date" (published on 8 June 1998 and updated on 15 January 2002 and 16 March 2005, and as further updated or amended or supplemented from time to time) or if in the reasonable opinion of the Issuer such basis is no longer in customary market usage at such time, a gross redemption yield calculated in accordance with generally accepted market practice at such time as determined by the Calculation Agent, on an annual compounding basis (rounded up (if necessary) to four decimal places).

**"Gross Redemption Yield"** on the Benchmark Gilt will be expressed as a percentage and will be calculated by the Calculation Agent in accordance with the Gilt Yield Calculation.

**"Initial Rate of Interest"** means the initial rate of interest specified as such in the relevant Final Terms.

**"Margin(s)"** means the margin(s) specified as such in the relevant Final Terms.

**"Mid-Swap Rate"** means, in relation to a Reset Determination Date and subject to Condition 5(c)(i) and Condition 5(d)(iii)(C)(5) below, either:

(i) if Single Mid-Swap Rate is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) if Mean Mid-Swap Rate is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent.

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the relevant Reset Rate Reference Dealers (as

## Terms and Conditions of the Subordinated Notes

---

defined below) to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean of the relevant Mid-Market Swap Rate Quotations and the applicable Margin(s), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition, the First Reset Rate of Interest or the relevant Subsequent Reset Rate of Interest (as applicable) shall be determined to be the rate of interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

For the purposes of this Condition:

**"Mid-Market Swap Rate"** means for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent) of a fixed-forfloating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (each as specified in the applicable Final Terms) (calculated on the basis of the Day Count Fraction specified in the relevant Final Terms as determined by the Calculation Agent).

**"Mid-Market Swap Rate Quotation"** means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate.

**"Mid-Swap Floating Leg Benchmark Rate"** has the meaning specified as such in the applicable Final Terms.

**"Mid-Swap Maturity"** has the meaning specified as such in the applicable Final Terms.

**"Mid-Swap Reference Dealers"** means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international reputation.

**"Reset Date"** means the First Reset Date, the Second Reset Date and every Subsequent Reset Date as specified in the relevant Final Terms.

**"Reset Determination Date"** means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Reset Period thereafter, the second Business Day prior to the first day of each such Reset Period.

**"Reset Period"** means the First Reset Period or a Subsequent Reset Period.

**"Reset Rate"** means:

## Terms and Conditions of the Subordinated Notes

---

(i) if Mid-Swap Rate is specified in the applicable Final Terms, the relevant Mid-Swap Rate;

(ii) if GBP Reference Rate is specified in the applicable Final Terms, the relevant GBP Reference Rate; or

(iii) if CMT Rate is specified in the applicable Final Terms, the relevant CMT Rate.

**"Reset Rate Reference Dealers"** means:

(i) if Mid-Swap Rate is specified in the applicable Final Terms, the Mid-Swap Reference Dealers;

(ii) if GBP Reference Rate is specified in the applicable Final Terms, the GBP Reference Dealers; or

(iii) if CMT Rate is specified in the applicable Final Terms, the USD Reference Dealers.

**"Reset Reference Dealer Rate"** means in respect of any Reset Determination Date, the rate calculated by the Calculation Agent as being a yield-to-maturity based on the arithmetic mean of the secondary market bid prices for Reset U.S. Treasury Securities at approximately 4:30 p.m. (New York City time) on the Reset Determination Date, of leading primary U.S. government securities dealers in New York City (each, a **"USD Reference Dealer"**). The Calculation Agent will select five USD Reference Dealers to provide such bid prices and will eliminate the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest); provided, however, that, if fewer than five but more than two such bid prices are provided, then neither the highest nor the lowest of those quotations will be eliminated prior to calculating the arithmetic mean of such bid prices.

**"Reset U.S. Treasury Securities"** means, in respect of any Reset Determination Date, U.S. Treasury Securities with an original maturity equal to the relevant CMT Rate Maturity, a remaining term to maturity of no more than one year shorter than the relevant CMT Rate Maturity and in a principal amount equal to an amount that is representative for a single transaction in such U.S. Treasury Securities in the New York City market.

**"Second Reset Date"** means the date specified as such in the relevant Final Terms; provided, however, that if the date specified in the relevant Final Terms is not a Business Day, then such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day.

**"Subsequent Reset Period"** means the period from (and including) the Second Reset Date to (but excluding) the next Reset Date, and each successive period from (and including) a Reset Date to (but excluding) the next succeeding Reset Date.

**"Subsequent Reset Rate of Interest"** means, in respect of any Subsequent Reset Period and subject to Condition 5(c)(i) below, the rate of interest being determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Reset Rate plus the applicable Margin as specified in the relevant Final Terms.

**"U.S. Treasury Securities"** means securities that are direct obligations of the United States Treasury, issued other than on a discount basis.



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

- (i) **Interest Payment Dates:** Each Floating Rate Note bears interest on its outstanding nominal amount from the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(g) (*Calculations*). Such Interest Payment Date(s) is/are either shown in the relevant Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the relevant Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the relevant Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
- (ii) **Business Day Convention:** If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:
- (A) the "**Floating Rate Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment;
- (B) the "**Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day;
- (C) the "**Modified Following Business Day Convention**", such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
- (D) the "**Preceding Business Day Convention**", such date shall be brought forward to the immediately preceding Business Day.
- (iii) **Rate of Interest for Floating Rate Notes:** The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the relevant Final Terms and the provisions below relating to either FBF Determination or ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) **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 (A), "**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:

## Terms and Conditions of the Subordinated Notes

---

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

For the purposes of this sub-paragraph (A), "**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 EURIBOR 01, as more fully described in the relevant Final Terms.

In the applicable Final Terms, when the paragraph "Floating Rate" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Floating Rate, one of which shall be determined as if the maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

### (B) **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 Accrual Period shall be determined by the Calculation Agent as a rate equal to 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 (B), "**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the relevant Final Terms;
- (b) the Designated Maturity is a period specified in the relevant Final Terms; and
- (c) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the relevant Final Terms.

For the purposes of this sub-paragraph (B), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

In the applicable Final Terms, when the paragraph "Floating Rate Option" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by

straight line linear interpolation by reference to two rates based on the relevant Floating Rate Option, one of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

(C) **Screen Rate Determination for Floating Rate Notes**

(1) IBOR

Where "Screen Rate Determination-IBOR" 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, subject as provided below or (if applicable) in Condition 5(d)(iii)(C)(1)(b) be determined by the Calculation Agent at or about the Relevant Time on the Interest Determination Date in respect of such Interest Accrual Period in accordance with the following:

- (a) if the Primary Source for Floating Rate is a Page, subject as provided below, the Rate of Interest shall be:
  - (i) the Relevant Rate (where such Relevant Rate on such Page is a composite quotation or is customarily supplied by one entity); or
  - (ii) the arithmetic mean of the Relevant Rates of the persons whose Relevant Rates appear on that Page,

in each case appearing on such Page at the Relevant Time on the Interest Determination Date;

- (b) if the Primary Source for the Floating Rate is Reference Banks or if sub paragraph (a)(i) or (a)(ii) applies and the Page is not available at the Relevant Time on the Interest Determination Date, or is sub paragraph (a)(i) applies and no Relevant Rate appears on the Page at the Relevant Time on the Interest Determination Date or if sub-paragraph (a)(ii) applies and fewer than two Relevant Rates appear on the Page at the Relevant Time on the Interest Determination Date, subject as provided below, the Rate of Interest shall be the arithmetic mean of the Relevant Rates that each of the Reference Banks is quoting to leading banks in the Relevant Financial Centre at the Relevant time on the Interest Determination Date, as determined by the Calculation Agent; and
- (c) if paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are so quoting Relevant Rates, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) that the Calculation Agent determines to be the rates (being the nearest equivalent to the Benchmark) in respect of a Representative Amount of the Specified Currency that at least two out of five leading banks selected by the

Calculation Agent in the principal financial centre of the country of the Specified Currency or, if the Specified Currency is euro, in the Euro-Zone as selected by the Calculation Agent (the "**Principal Financial Centre**") are quoting at or about the Relevant Time on the date on which such banks would customarily quote such rates for a period commencing on the Effective Date for a period equivalent to the Specified Duration (I) to leading banks carrying on business in Europe, or if the Calculation Agent determines that fewer than two of such banks are so quoting to leading banks in Europe (II) to leading banks carrying on business in the Principal Financial Centre; except that, if fewer than two of such banks are so quoting to leading banks in the Principal Financial Centre, the Rate of Interest shall be the Rate of Interest determined on the previous Interest Determination Date (after readjustment for any difference between any Margin, Rate Multiplier or Maximum or Minimum Rate of Interest applicable to the preceding Interest Accrual Period and to the relevant Interest Accrual Period).

In the applicable Final Terms, when the paragraph "Relevant Rate" specifies that the rate is determined by linear interpolation, in respect of an Interest Period, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two (2) rates based on the relevant Rate, one of which shall be determined as if the maturity were the period of time for which rates are available of next shorter length before the length of the relevant Interest Period, and the other of which shall be determined as if the maturity were the period of time for which rates are available of next longer length after the length of the relevant Interest Period.

### (2) SONIA

Where "Screen Rate Determination – SONIA" is specified in the applicable Final Terms as the manner in which a Rate of Interest or Rate is to be determined, such Rate of Interest or Rate, as the case may be, for each Interest Period will be calculated in accordance with Condition 5(d)(iii)(C)(2)(A) or 5(d)(iii)(C)(2)(B) below subject to the provisions of Condition 5(d)(iii)(C)(2)(D).

- (A) Where the Calculation Method is specified in the applicable Final Terms as being "Compounded Daily", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Compounded Daily SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Principal Paying Agent or the Calculation Agent, as applicable.
- (B) Where the Calculation Method is specified in the applicable Final Terms as being "Weighted Average", the Rate of Interest or Rate, as the case may be, for each Interest Period will be the Weighted Average SONIA plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the

Principal Paying Agent or the Calculation Agent, as applicable, on the Interest Determination Date and the resulting percentage being rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

- (C) The following definitions shall apply for the purpose of this Condition 5(d)(iii)(C)(2):

**"Compounded Daily SONIA"** means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent, as applicable, on the Interest Determination Date in accordance with the following formula:

- (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms:

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_{i-pLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

- (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in accordance with the following formula:

$$\left( \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

where, in each case, the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

**"d"** means the number of calendar days in (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period, or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Look-Back Period;

**"do"** means (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, in respect of an Interest Period, the number of ,London Business Days in the relevant Interest Period, or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in respect of an Observation Look-

Back Period, the number of London Business Days in the relevant Observation Look-Back Period;

"i" means a series of whole numbers from one to do, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day (x) if "Lag" or "Lock-out" is specified as the Observation Method in the relevant Final Terms, in the relevant Interest Period or (y) if "Shift" is specified as the Observation Method in the relevant Final Terms, in the relevant Observation Look-Back Period;

**"Lock-out Period"** means, in respect of an Interest Period, the period from (and including) the day following the Interest Determination Date to (but excluding) the Interest Payment Date for such Interest Accrual Period;

**"London Business Day"** or **"LBD"** means a 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 London;

**"Lookback Period"** or **"p"** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in the applicable Final Terms, the number of London Business Days specified in the applicable Final Terms (or, if no such number is specified, five London Business Days);

**"ni"** means, in respect of a London Business Day i, the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

**"Observation Lookback Period"** means, in respect of an Interest Period, the period from (and including) the date falling p London Business Days prior to the first day of the relevant Interest Period and ending on (but excluding) the date which is p London Business Days prior to the Interest Period End Date falling at the end of such Interest Period;

**"Reference Day"** means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

**"SONIA i"** means, in respect of a London Business Day i:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate in respect of pLBD in respect of such London Business Day i; or

- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms:
  - (1) in respect of any London Business Day *i* that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
  - (2) the SONIA Rate in respect of the London Business Day immediately preceding the Interest Determination Date for the relevant Interest Period;
- (z) if "Shift" is specified as the Observation Method in the applicable Final Terms, the SONIA Rate for such London Business Day *i*;

**"SONIA<sub>i</sub>-pLBD"** means:

- (x) if "Lag" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day *i*, SONIA *i* in respect of the London Business Day falling *p* London Business Days prior to such London Business Day *i* ("**pLBD**"); or
- (y) if "Lock-out" is specified as the Observation Method in the applicable Final Terms, in respect of a London Business Day *i*, SONIA *i* in respect of such London Business Day *i*.

**"SONIA Rate"** means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day; and

**"Weighted Average SONIA"** means:

- (x) where "Lag" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Observation Lookback Period divided by the number of calendar days during such Observation Lookback Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day; or

- (y) where "Lock-out" is specified as the Observation Method in the applicable Final Terms, the sum of the SONIA Rate in respect of each calendar day during the relevant Interest Period divided by the number of calendar days in the relevant Interest Period, provided that, for any calendar day of such Interest Period falling in the Lock-out Period for the relevant Interest Period, the SONIA Rate for such calendar day will be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding the first day of such Lock-out Period. For these purposes, the SONIA Rate in respect of any calendar day which is not a London Business Day shall, subject to the preceding proviso, be deemed to be the SONIA Rate in respect of the London Business Day immediately preceding such calendar day.
- (D) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
  - (x) (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days on which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
  - (y) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Principal Paying Agent or the Calculation Agent, as applicable, shall follow such guidance to determine the SONIA Rate for so long as



the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest or Rate, as applicable, cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest or Rate, as applicable, shall be (i) that determined as at the immediately preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relating to the relevant Interest Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest relation to the immediately preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin or Maximum Rate of Interest or Minimum Rate of Interest in respect of such Interest Period).

### (3) SOFR

Where "Screen Rate Determination – SOFR" is specified in the applicable Final Terms as the manner in which a Rate of Interest is to be determined, such Rate of Interest for each Interest Period will be calculated in accordance with Condition 5(c)(iii)(C)(3)(A), 5(c)(iii)(C)(3)(B), 5(c)(iii)(C)(3)(C), 5(c)(iii)(C)(3)(D) or 5(c)(iii)(C)(3)(E) below.

- (A) if SOFR Arithmetic Mean is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period shall be the arithmetic mean of the SOFR rates for each day during the period, plus or minus (as specified in the Final Terms) the Margin (if any), as calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms), where the SOFR rate on the SOFR Rate Cut-Off Date shall be used for the days in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Payment Date (excluded);
- (B) if SOFR Lockout Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be USD-

## Terms and Conditions of the Subordinated Notes

---

SOFR-LOCKOUT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);

- (C) if SOFR Lookback Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below be USD-SOFR-LOOKBACK-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);
- (D) if SOFR Shift Compound is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below be USD-SOFR-SHIFT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any); or
- (E) if SOFR Index Average is specified as applicable in the Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be USD-SOFR-INDEX-AVERAGE plus or minus (as indicated in the Final Terms) the Margin (if any);

For the purpose of this Condition 5(c)(iii)(C)(3):

If the Calculation Agent or another entity appointed by the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates.

In connection with the implementation of a Benchmark Replacement, the Calculation Agent or another entity appointed by the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time.

If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, any determination, decision or election that may be made by the Calculation Agent or another entity appointed by the Issuer pursuant to this Condition 5(c)(iii)(C)(3), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection: (i) will be conclusive and binding absent manifest error; (ii) will be made in the sole discretion of the Calculation Agent or another entity appointed by the Issuer, as applicable; and (iii) notwithstanding anything to the contrary in the documentation relating to the Programme or the Notes, shall become effective without consent from the holders of the Notes or any other party.

Notwithstanding any provision of this Condition 5(c)(iii)(C)(3), if (i) the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, or (ii) the Issuer determines that the replacement of then-current SOFR Benchmark by the SOFR Benchmark Replacement or any other

amendments to the Terms and Conditions of the affected Notes necessary to implement such replacement could reasonably be expected to (A) result in a reduction of the amount of “equity credit” (or such other nomenclature that the relevant Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) assigned to the Notes by any Rating Agency when compared to the “equity credit” assigned to the Notes immediately prior to the occurrence of the relevant Benchmark Transition Event from such Rating Agency or (B) otherwise prejudice the eligibility of the Notes for “equity credit” from any Rating Agency, no SOFR Benchmark Replacement will be adopted by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) and the SOFR Benchmark Replacement will be the SOFR determined by the Calculation Agent as of the U.S. Government Securities Business Day immediately preceding the Benchmark Replacement Date.

**“USD-SOFR-LOCKOUT-COMPOUND”** means the rate of return of a daily compound interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the U.S. Government Securities Business Day following each SOFR Rate Cut-Off Date, as follows, with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

Where:

**“d”** means the number of calendar days in the relevant Interest Accrual Period;

**“d<sub>0</sub>”**, for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

**“i”** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

**“n<sub>i</sub>”** for any U.S. Government Securities Business Day “i” in the relevant Interest Accrual Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “i” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

**“SOFR<sub>i</sub>”** means for any U.S. Government Securities Business Day “i” that is a SOFR Interest Reset Date, SOFR in respect of this SOFR Interest Reset Date;

**“SOFR Rate Cut-Off Date”** means the date that is the second U.S. Government Securities Business Day prior to the Interest Payment

## Terms and Conditions of the Subordinated Notes

---

Date in respect of the relevant Interest Accrual Period or such other date specified in the Final Terms;

**“SOFR Interest Reset Date”** means each U.S. Government Securities Business Day in the relevant Interest Accrual Period; provided, however, that the SOFR with respect to each SOFR Interest Reset Date in the period from and including, the SOFR Rate Cut-Off Date to, but excluding, the corresponding Interest Payment Date of an Interest Accrual Period, will be the SOFR with respect to the SOFR Rate Cut-Off Date for such Interest Accrual Period;

**“USD-SOFR-LOOKBACK-COMPOUND”** means the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_{i-p\text{USGSBD}} \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

Where:

**“d”** means the number of calendar days in the relevant Interest Accrual Period;

**“d<sub>0</sub>”**, for any Interest Accrual Period, means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

**“i”** means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

**“Interest Determination Date”** means, in respect of each Interest Accrual Period, the date falling “p” U.S. Government Securities Business Days before each Interest Payment Date;

**“n<sub>i</sub>”** for any U.S. Government Securities Business Day “i” in the relevant Interest Accrual Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “i” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

**“Observation Look-Back Period”** is as specified in the Final Terms;

**“p”** means in relation to any Interest Accrual Period, the number of U.S. Government Securities Business Days included in the Observation Look-Back Period;

**“SOFR<sub>i-pUSGSBD</sub>”** means in respect of any U.S. Government Securities Business Day “i” falling in the relevant Interest Accrual

Period, the SOFR for the U.S. Government Securities Business Day falling “p” U.S. Government Securities Business Day prior to the relevant U.S. Government Securities Business Day “i”.

“**USD-SOFR-SHIFT-COMPOUND**” means the rate of return of a daily compounded interest investment (with the SOFR as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left[ \prod_{i=1}^{d_0} \left( 1 + \frac{\text{SOFR}_i \times n_i}{360} \right) - 1 \right] \times \frac{360}{d}$$

where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d<sub>0</sub>**”, for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period;

“**i**” means a series of whole numbers from one to d<sub>0</sub>, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Accrual Period;

“**n<sub>i</sub>**” for any U.S. Government Securities Business Day “i” in the relevant Observation Period, means the number of calendar days from, and including, such U.S. Government Securities Business Day “i” up to, but excluding, the following U.S. Government Securities Business Day (i+1);

“**Observation Period**” means, in respect of each Interest Accrual Period, the period from (and including) the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first date in such Interest Accrual Period to (but excluding) the date falling a number of U.S. Government Securities Business Days equal to the number of Observation Shift Days, preceding the Interest Payment Date for such Interest Accrual Period;

“**Observation Shift Days**” means the number of U.S. Government Securities Business Days specified in the relevant Final Terms; and

“**SOFR<sub>i</sub>**” means for any U.S. Government Securities Business Day “i” falling in the relevant Observation Period, the SOFR in respect of that U.S. Government Securities Business Day “i”.

“**USD-SOFR-INDEX-AVERAGE**” means the rate of return of a compounded average interest investment (with the SOFR Index as the reference rate for the calculation of interest) which will be calculated by the Calculation Agent (or such other party

## Terms and Conditions of the Subordinated Notes

---

responsible for the calculation of the Rate of Interest, as specified in the Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the nearest one hundred-thousandth of a percentage point, 0.000005 being rounded upwards:

$$\left( \frac{\text{SOFR Index}_{\text{End}}}{\text{SOFR Index}_{\text{Start}}} - 1 \right) \times \left( \frac{360}{d_c} \right)$$

where:

“**SOFR Index**” means the SOFR Index in relation to any U.S. Government Securities Business Day as published on the New York Federal Reserve’s (or such successor administrator’s) Website.

“**SOFR Index<sub>Start</sub>**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the first date of the relevant Interest Accrual Period (a “**Index Determination Date**”).

“**SOFR Index<sub>End</sub>**” means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the Interest Payment Date relating to such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date).

“**d<sub>c</sub>**” means the number of calendar days from (and including) the SOFR Index<sub>Start</sub> to (but excluding) the SOFR Index<sub>End</sub>.

Subject paragraph (iii) below, if the SOFR Index is not published on any relevant SOFR Index Determination Date and a SOFR Benchmark Transition Event and related Benchmark Replacement Date have not occurred, the “USD-SOFR-INDEX-AVERAGE” shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with “USD-SOFR-SHIFT-COMPOUND” and the term “Observation Shift Days” shall mean two U.S. Government Securities Business Days. If a SOFR Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the provisions set forth in the definition of “SOFR” below shall apply.

“**SOFR**” means, with respect to any U.S. Government Securities Business Day:

- (i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as published by the New York Federal Reserve, as the administrator of such rate (or a successor administrator), on the New York Federal Reserve’s (or such successor administrator’s) Website on or about 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day (the “**SOFR Determination Time**”); or
- (ii) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (i) above, unless both a Benchmark Transition Event and its related Benchmark

## Terms and Conditions of the Subordinated Notes

---

Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the New York Federal Reserve's (or such successor administrator's) Website; or

- (iii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred,

- (x) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable corresponding tenor and (b) the Benchmark Replacement Adjustment,

- (y) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment, or

- (z) the sum of: (a) the alternate rate of interest that has been selected by the Calculation Agent or another entity appointed by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (b) the Benchmark Replacement Adjustment.

**"Benchmark"** means, initially, SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

**"Benchmark Replacement"** means the first alternative set forth in the order presented in clause (iii) of the definition of "SOFR" that can be determined by the Calculation Agent or another entity appointed by the Issuer as of the Benchmark Replacement Date.

**"Benchmark Replacement Adjustment"** means the first alternative set forth in the order below that can be determined by the Calculation Agent or another entity appointed by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent or another entity appointed by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark

Replacement for U.S. dollar-denominated floating rate notes at such time.

**“Benchmark Replacement Conforming Changes”** means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Interest Accrual Period”, timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Calculation Agent or another entity appointed by the Issuer decide may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent or another entity appointed by the Issuer decide that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent or another entity appointed by the Issuer determine that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent or another entity appointed by the Issuer determine is reasonably necessary).

**“Benchmark Replacement Date”** means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of paragraph (i) or (ii) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or
- (ii) in the case of paragraph (iii) of the definition of “Benchmark Transition Event”, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination.

**“Benchmark Transition Event”** means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component);
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator



for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or

- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

**“ISDA Definitions”** means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

**“ISDA Fallback Adjustment”** means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

**“ISDA Fallback Rate”** means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

**“New York Federal Reserve”** means the Federal Reserve Bank of New York.

**“New York Federal Reserve’s Website”** means the website of the New York Federal Reserve, currently at <http://www.newyorkfed.org>, or any successor website of the New York Federal Reserve or the website of any successor administrator of SOFR.

**“Reference Time”** with respect to any determination of the Benchmark means (i) if the Benchmark is SOFR, the SOFR Determination Time and (ii) if the Benchmark is not SOFR, the time determined by the Calculation Agent or another entity appointed by the Issuer after giving effect to the Benchmark Replacement Conforming Changes.

**“Relevant Governmental Body”** means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto.

**“U.S. Government Securities Business Day”** or **“USGSBD”** means any day except for a Saturday, Sunday or a day on which Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be

closed for the entire day for purposes of trading in U.S. government securities.

**“Unadjusted Benchmark Replacement”** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(4) *CMS Rate Notes:*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined and the Benchmark in respect of the Floating Rate Notes is specified as being CMS Rate, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be determined by the Calculation Agent by reference to the following formula:

$$\text{CMS Rate} + \text{Margin}$$

If the Relevant Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the Interest Determination Date in question. If at least three of the CMS Reference Banks provide the Calculation Agent with such quotations, the CMS Rate for such Interest Accrual Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest and the lowest quotation (or, in the event of equality, one of the lowest)).

If on any Interest Determination Date less than two or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Rate shall be determined by the Calculation Agent on such commercial basis as considered appropriate by the Calculation Agent in its absolute discretion, in accordance with standard market practice.

(5) *Benchmark discontinuation*

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(d)(iii)(C)(5) will apply unless "Benchmark Replacement" is specified to be "Not Applicable" in the applicable Final Terms.

Notwithstanding Conditions 5(c)(i), 5(d)(iii)(C)(1)(b), 5(d)(iii)(C)(1)(c), 5(d)(iii)(C)(2) and 5(d)(iii)(C)(4) above, unless "Benchmark Replacement" is specified to be "Not Applicable" in the applicable Final Terms, if a Benchmark Event occurs in relation to an Original Reference Rate at any time when the Terms and Conditions of any Notes provide for any rate of interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply and prevail over the other fallbacks specified in 5(c)(i), 5(d)(iii)(C)(1)(b), 5(d)(iii)(C)(1)(c), 5(d)(iii)(C)(2) and 5(d)(iii)(C)(4) (for the avoidance of doubt, it shall not apply to SOFR).

(viii) *Independent Adviser*

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an

## Terms and Conditions of the Subordinated Notes

---

Alternative Rate (in accordance with Condition 5(d)(iii)(C)(5)(ii)) and, in either case, an Adjustment Spread, if any (in accordance with Condition 5(d)(iii)(C)(4)(iii)) and any Benchmark Amendments (in accordance with Condition 5(d)(iii)(C)(4)(iv)).

An Independent Adviser appointed pursuant to this Condition 5(d)(iii)(C)(4) shall act in good faith as an expert and (in the absence of manifest error or fraud) shall have no liability whatsoever to the Issuer, the Fiscal Agent, the Paying Agents, the Calculation Agent or any other party responsible for determining the Rate of Interest specified in the applicable Final Terms, or the Noteholders for any determination made by it pursuant to this Condition 5(d)(iii)(C)(5).

(ix) Successor Rate or Alternative Rate

If the Independent Adviser determines in good faith that:

- (III) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(d)(iii)(C)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(d)(iii)(C)(5)); or
- (IV) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 5(d)(iii)(C)(5)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 5(d)(iii)(C)(5)).

(x) Adjustment Spread

If the Independent Adviser determines in good faith (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(xi) Benchmark Amendments

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 5(c)(iii)(C)(5) and the Independent Adviser determines in good faith (A) that amendments to the Terms and

Conditions of the Notes (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days or Relevant Screen Page) are strictly necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(d)(iii)(C)(5)(v), without any requirement for the consent or approval of Noteholders, vary the Terms and Conditions of the Notes to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 5(d)(iii)(C)(5)(iv), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(xii) Notices, etc.

The Issuer shall, after receiving such information from the Independent Adviser, notify the Fiscal Agent, the Calculation Agent, the Paying Agents, the Make-Whole Calculation Agent, the Representative (if any) and, in accordance with Condition 15, the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and of the specific terms of any Benchmark Amendments, determined under this Condition 5(d)(iii)(C)(5). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(xiii) Fallbacks

Notwithstanding any other provision of this Condition 5(d)(iii)(C)(4), no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any other related adjustments and/or amendments to the Terms and Conditions of the Notes be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to (i) result in a reduction of the amount of "equity credit" (or such other nomenclature that the relevant Rating Agency may then use to describe the degree to which an instrument exhibits the characteristics of an ordinary share) assigned to the Notes by any Rating Agency when compared to the "equity credit" assigned to the Notes immediately prior to the occurrence of the relevant Benchmark Event from such Rating Agency or (ii) otherwise prejudice the eligibility of the Notes for "equity credit" from any Rating Agency.

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, no Independent Adviser has been appointed or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision, the Original

Reference Rate will continue to apply for the purpose of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided in Conditions 5(d)(iii)(C)(1), 5(d)(iii)(C)(2) and 5(d)(iii)(C)(3) will continue to apply to such determination, provided that such fallbacks may in certain circumstances, lead to apply the Rate of Interest determined as at the last preceding Interest Determination Date.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 5(d)(iii)(C)(5), *mutatis mutandis*, on one or more occasions until a Successor Rate or Alternative Rate (and, if applicable, any associated Adjustment Spread and/or Benchmark Amendments) has been determined and notified in accordance with this Condition 5(d)(iii)(C)(5) (and, until such determination and notification (if any), the fallback provisions provided elsewhere in these Terms and Conditions, that is, for the avoidance of doubt, the fallbacks specified in Conditions 5(d)(iii)(C)(1), 5(d)(iii)(C)(2) and 5(d)(iii)(C)(3) will continue to apply).

(xiv) Definitions

In this Condition 5(d)(iii)(C)(5):

**"Adjustment Spread"** means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- b) in the case of an Alternative Rate (or in the case of a Successor Rate where (a) above does not apply), is in customary market usage in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate);
- c) if no such recommendation or option has been made (or made available), the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original

Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

- d) if no such recommendation or option has been made (or made available), or the Independent Adviser determines there is no such spread, formula or methodology in customary market usage and that no such industry standard is recognised or acknowledged, the Independent Adviser, acting in good faith, determines to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be).

**"Alternative Rate"** means, in the absence of Successor Rate, an alternative benchmark or screen rate which the Independent Adviser determines in accordance with this Condition 5(d)(iii)(C)(5) and which is customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period (if there is such a customary market usage at such time) and in the same Specified Currency as the Notes.

**"Benchmark Event"** means, with respect to an Original Reference Rate:

- a) the Original Reference Rate ceasing to exist or be published;
- b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six (6) months prior to the specified date referred to in (b)(i);
- c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued;
- d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six (6) months prior to the specified date referred to in (d)(i);

- e) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six (6) months;
- f) it has or will prior to the next Interest Determination Date, become unlawful for the Issuer, the party responsible for determining the Rate of Interest (being the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), or any Paying Agent to calculate any payments due to be made to any Noteholder using the Original Reference Rate (including, without limitation, under Regulation (EU) 2016/1011 as amended (the "**Benchmarks Regulation**"), or the UK BMR if applicable);
- g) that a decision to withdraw the authorisation or registration pursuant to Article 35 of the Benchmarks Regulation of any benchmark administrator previously authorised to publish such Original Reference Rate has been adopted; or
- h) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that, in the opinion of such supervisor, such Original Reference Rate is no longer representative of an underlying market or its methodology has materially changed.

**"Independent Adviser"** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise, at all times acting in good faith and in a commercially reasonable manner, appointed by the Issuer at its own expense under Condition 5(d)(iii)(C)(4)(i).

**"Original Reference Rate"** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

**"Relevant Nominating Body"** means, in respect of a benchmark or screen rate (as applicable):

- c) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

- d) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof.

**"Successor Rate"** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body. If, following a Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser will determine, among those successor or replacement rates, the one which is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Notes and the nature of the Issuer.

**"UK BMR"** means the Benchmarks Regulation as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018.

- (e) **Fixed/Floating Rate Notes:** Fixed/Floating Rate Notes may bear interest at a rate (i) that the Issuer may elect to convert on the date set out in the Final Terms from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate or (ii) that will automatically change from a Fixed Rate to a Floating Rate, or from a Floating Rate to a Fixed Rate at the date(s) set out in the Final Terms.
- (f) **Accrual of interest:** Subject to the provisions of Condition 5 (l), interest shall cease to accrue on each Note on the due date for redemption unless (i) in the case of Dematerialised Notes, on such due date or (ii) in the case of Materialised Notes, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (as well after as before judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8(b) (*Additional Amounts*)).
- (g) **Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding**
  - (i) If any Margin is specified in the relevant Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (c) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
  - (ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be. Unless a higher rate is stated in the applicable Final Terms, the Minimum Rate of Interest (including any applicable margin) shall be deemed to be zero.



- (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of yen, which shall be rounded down to the nearest yen. For these purposes "**unit**" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (h) **Calculations:** The amount of interest payable in respect of any Note for any period shall be calculated by multiplying the product of the Rate of Interest and the outstanding nominal amount of such Note by the Day Count Fraction, unless an Interest Amount is specified in respect of such period in the Final Terms, in which case the amount of interest payable in respect of such Note for such period shall equal such Interest Amount. Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the amounts of interest payable in respect of each of those Interest Accrual Periods.
- (i) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Optional Redemption Amounts, Early Redemption Amounts and Make-Whole Redemption Amounts:** The Calculation Agent or the Make-Whole Calculation Agent shall, as soon as practicable on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, it shall determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, Optional Redemption Amount, Early Redemption Amount or Make-Whole Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Make-Whole Redemption Amount to be notified to the Issuer, the Fiscal Agent, each of the Paying Agents, the Noteholders, any other Calculation Agent or any Make-Whole Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, such Regulated Market so require, such Regulated Market as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such Regulated Market of a Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(d)(ii) (Business Day Convention), the Interest Amounts and the 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. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) or the Make-Whole Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.
- (j) **Calculation Agent:** The Issuer shall use its best efforts to procure that there shall at all times one or more Calculation Agents if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined below). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If

the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Period or Interest Accrual Period or to calculate any Interest Amount, Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Make-Whole Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal Paris office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Calculation Agent shall be given in accordance with Condition 15 (*Notices*).

- (k) **Make-Whole Calculation Agent:** The Issuer shall use its best efforts to procure that there shall at all times a Make-Whole Calculation Agent if provision is made for them in the relevant Final Terms and for so long as any Note is outstanding (as defined below). The Make-Whole Calculation Agent may not resign its duties without a successor having been appointed as aforesaid. So long as the Notes are admitted to trading on a Regulated Market and the rules of, or applicable to, that Regulated Market so require, notice of any change of Make-Whole Calculation Agent shall be given in accordance with Condition 15 (*Notices*).

For the purpose of these Conditions:

"**outstanding**" means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with these Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued on such Notes to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Dematerialised Notes in bearer form and in administered registered form, to the relevant Account Holders on behalf of the Noteholder as provided in Condition 7(a) (*Dematerialised Notes*), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 7(a) and (iii) in the case of Materialised Notes, to the relevant account with, or, by check drawn on, a Bank as provided in Condition 7(b) (*Materialised Bearer Notes*) and remain available for payment against presentation and surrender of Bearer Materialised Notes and/or Coupons, as the case may be, (c) those which have become void or in respect of which claims have become prescribed, (d) those which have been purchased and cancelled as provided in these Conditions, (e) in the case of Materialised Notes (i) those mutilated or defaced Bearer Materialised Notes that have been surrendered in exchange for replacement Bearer Materialised Notes, (ii) (for the purpose only of determining how many such Bearer Materialised Notes are outstanding and without prejudice to their status for any other purpose) those Bearer Materialised Notes alleged to have been lost, stolen or destroyed and in respect of which replacement Bearer Materialised Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Bearer Materialised Notes, pursuant to its provisions.

- (l) **Interest Deferral:**

(i) **Optional Interest Payment**

If Optional Interest Payment is specified as applicable in the relevant Final Terms, the Issuer may, at any time and at its sole discretion, elect to defer in whole or in part the payment of interest accrued on the Notes in respect of any Interest Period, except in relation to a payment of interest to be made on an Interest Payment Date falling on the date of redemption of the Notes, by giving notice of such

election to the Noteholders in accordance with sub-Condition (iv) below. If the Issuer makes such an election, the Issuer shall have no obligation to make such payment and any such non-payment or partial-payment of interest shall not constitute a default of the Issuer or any other breach of obligations under the Notes.

Any interest in respect of the Notes which has not been paid at the election of the Issuer in accordance with this paragraph will be deferred and shall constitute "**Arrears of Interest**" and shall be payable as outlined below.

(ii) **Compulsory Payment of Arrears of Interest**

Arrears of Interest (together with any Additional Interest Amount) may, at the option of the Issuer be paid in whole or in part at any time but all Arrears of Interest (together with the corresponding Additional Interest Amount) in respect of all Notes for the time being outstanding shall become due in full on whichever is the earliest of:

- (A) the tenth Business Day following the occurrence of a Compulsory Arrears of Interest Payment Event; or
- (B) the next scheduled Interest Payment Date in respect of which the Issuer does not elect to defer all or part of the interest accrued in respect of the relevant Interest Period; or
- (C) the date of any redemption of the Notes in accordance with the provisions relating to redemption of the Notes; or
- (D) the date upon which a judgment is made by a competent court for the voluntary or judicial liquidation of the Issuer (*liquidation amiable* or *liquidation judiciaire*) or for the sale of the whole of the business (*cession totale de l'entreprise*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Notes).

Each amount of Arrears of Interest shall bear interest, in accordance with Article 1343-2 of the French *Code civil*, as if it constituted the principal of the Notes at a rate which corresponds to the rate of interest from time to time applicable to the Notes and the amount of such interest (the "**Additional Interest Amount**") with respect to Arrears of Interest shall be due and payable pursuant to this provision and shall be calculated by the Calculation Agent applying the rate of interest from time to time applicable to the Notes to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the foregoing provisions hereof.

The Additional Interest Amount accrued up to any Interest Payment Date shall be added, in accordance with Article 1343-2 of the French *Code civil*, for the purpose only of calculating the Additional Interest Amount accruing thereafter, to the amount of Arrears of Interest remaining unpaid on such Interest Payment Date so that it will itself become Arrears of Interest.

For the purpose of this Condition, "**Compulsory Arrears of Interest Payment Event**" means that:

- (A) a payment in any form (including dividend or other payments as applicable) on any Equity Securities (other than in the form of the issuance (or transfer from treasury) of any Equity Securities) or any Parity Securities having been resolved upon by the

## Terms and Conditions of the Subordinated Notes

---

shareholders or other competent body of the Issuer or having been made by the Issuer; or

- (B) the acquisition, repurchase or redemption, either directly or indirectly, of any Equity Securities or any Parity Securities of the Issuer except in cases where, with respect to Equity Securities, such acquisition, repurchase or redemption was:
  - (1) resulting from the hedging of convertible securities of the Issuer, stock options or other employee benefit plans; or
  - (2) made in connection with the satisfaction by the Issuer of its obligations under any existing or future liquidity agreement (*contrat de liquidité*) managed by an investment services provider to repurchase its share capital from such investment services provider,

save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities; and in the case of Parity Securities, any repurchase or other acquisition in whole or in part in a public tender offer or public exchange offer at a consideration per Parity Security below its par value.

### (iii) **Partial Payment of Arrears of Interest and Additional Interest Amount**

If amounts in respect of Arrears of Interest and Additional Interest Amounts are paid in part:

- (A) all unpaid amounts of Arrears of Interest shall be payable before any Additional Interest Amounts;
- (B) Arrears of Interest accrued for any period shall not be payable until full payment has been made of all Arrears of Interest that have accrued during any earlier period and the order of payment of Additional Interest Amounts shall follow that of the Arrears of Interest to which they relate; and
- (C) the amount of Arrears of Interest or Additional Interest Amounts payable in respect of any Note in respect of any period, shall be pro rata to the total amount of all unpaid Arrears of Interest or, as the case may be, Additional Interest Amounts accrued in respect of that period to the date of payment.

### (iv) **Notice of Deferral and Payment of Arrears of Interest**

The Issuer shall give not less than five (5) nor more than thirty (30) Business Days' prior notice to the Noteholders in accordance with Condition 11 and to the Fiscal Agent:

- (A) of any Interest Payment Date on which the Issuer elects to defer interest as provided in Condition 5(l)(i) above; and
- (B) of any date upon which amounts in respect of Arrears of Interest and/or Additional Interest Amounts shall become due and payable as provided in Condition 5(l)(ii) above.

So long as the Notes are admitted to trading on any Regulated Market and the rules of such Regulated Market so require, notice of any such deferral shall also be given as soon as reasonably practicable to such Regulated Market.

6. **Redemption, Purchase and Options**

- (a) **Final Redemption:** Notes may have a specified maturity date or no specified maturity date.

In respect of Notes with a specified maturity date, unless previously redeemed or purchased and cancelled as specified below, each such Note will be redeemed by the Issuer at its Final Redemption Amount (which, unless otherwise provided, is its nominal amount) together with accrued interest (including Arrears of Interest and Additional Interest Amounts if any) specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date.

Notes with no specified maturity date are undated obligations of the Issuer and have no fixed maturity date, but may be redeemed early at the option of the Issuer under certain circumstances set out below.

- (b) **Redemption at the Option of the Issuer.** If a Call Option is specified in the relevant Final Terms as applicable, the Issuer may, subject to compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 10 nor more than 60 days' irrevocable notice in accordance with Condition 15 (*Notices*) to the Noteholders (or such other notice period as may be specified in the relevant Final Terms), redeem all (but not some only) of the Notes on any Optional Redemption Date(s) or any date during any residual redemption period (the "**Residual Redemption Period(s)**") preceding such Optional Redemption Date, the first date of any such period (if any) being a "**Residual Redemption Date**", each as specified in the relevant Final Terms. Any such redemption of Notes shall be at their Optional Redemption Amount together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon).

All Notes shall be redeemed on the date specified in such notice in accordance with this Condition.

For the purposes of the Conditions:

"**Par Call Date(s)**" means any Optional Redemption Date(s) or, if any Residual Redemption Period(s) have been specified in the relevant Final Terms, the relevant Residual Redemption Date(s).

- (c) **Make-Whole Redemption by the Issuer:**

- (i) If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms as applicable, the Issuer may, having given:
- (A) not less than 10 nor more than 60 calendar days' notice to the Noteholders in accordance with Condition 15; and
  - (B) not less than 10 calendar days before the giving of the notice referred to in paragraph (A) above, notice to the Fiscal Agent, the Make-Whole Calculation 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, but not in part, the Notes then outstanding at any time other than (i) during the Residual Redemption Period (if any) and (ii) on any Par Call Date at their relevant Make-whole Redemption Amount.

## Terms and Conditions of the Subordinated Notes

---

- (ii) For the purposes of this Condition, the following defined terms shall have the meanings set out below:

**"Make-whole Redemption Amount"** means an amount calculated by the Make-Whole Calculation Agent and equal to:

(i) the greater of (x) 100 per cent. of the principal amount of the Notes so redeemed and (y) the sum (rounding the resulting figure, if necessary, to the nearest cent (half a cent being rounded upwards) of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any Arrears of Interest, Additional Interest Amount thereon and any interest accrued on the Notes from, and including, the last Interest Payment Date immediately preceding such Make-whole Redemption Date or, as the case may be, the Issue Date, to, but excluding, the relevant Make-whole Redemption Date) up to and discounted from the Maturity Date or, if applicable, the Par Call Date immediately succeeding the Make-whole Redemption Date, to such Make-whole Redemption Date, on the basis of the relevant Day Count Fraction at a rate equal to the Make-whole Redemption Rate plus a Make-whole Redemption Margin,

(ii) plus in each case, any interest accrued and any Arrears of Interest (and Additional Interest Amount thereon) but not paid on such Note from, and including, the last Interest Payment Date immediately preceding such Make-whole Redemption Date or, as the case may be, the Issue Date, to, but excluding, the Make-whole Redemption Date.

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

**"Make-whole Redemption Rate"** means (i) the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at the Relevant Time, as specified in the Final Terms ("**Reference Dealer Quotation**") or (ii) the Reference Screen Rate, as specified in the relevant Final Terms.

**"Reference Dealers"** means each of the four banks selected by the Make-Whole Calculation Agent which are primary security dealers of the Relevant Government Securities, as specified in the Final Terms, and their respective successors, or market makers in pricing corporate bond issues, or such other banks or method of selection of such banks as specified in the Final Terms.

**"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 the Reference Security is no longer outstanding, a Similar Security will be chosen by the Make-Whole Calculation Agent at the Relevant Time, as specified in the Final Terms on the third Business Day preceding the Make-whole Redemption Date, quoted in writing by the Make-Whole Calculation Agent to the Issuer and published in accordance with Condition 15.

**"Similar Security"** means a reference bond or reference bonds issued by the same issuer as the Reference Security having an actual or interpolated maturity comparable with the remaining term of the Notes (assuming for this purpose only that, the Notes mature on the Par Call Date immediately

succeeding the Make-Whole Redemption Date), 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 Make-whole Redemption Rate will be published by the Issuer in accordance with Condition 15.

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

- (d) **Clean-Up Call Option:** If a Clean-up Call Option by the Issuer is specified in the relevant Final Terms, in the event that at least 75% (or any other higher percentage specified in the Final Terms) of the initial aggregate principal amount of a particular Series of Notes has been purchased or redeemed by the Issuer other than by way of a redemption at the option of the Issuer in accordance with Condition 15, the Issuer may, at its option but subject to having given not less than 10 (ten) nor more than 60 (sixty) calendar days to the Noteholders (which notice shall be irrevocable) in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the remaining Notes in that Series at par, together with any interest accrued to the date set for redemption including, where applicable, Arrears of Interest and Additional Interest Amounts.
- (e) **Redemption for Taxation Reasons:**
- (i) If Redemption following a Gross-Up Event is specified as applicable in the relevant Final Terms and by reason of any change in French law or published regulations becoming effective after the Issue Date, the Issuer would on the occasion of the next payment of principal or interest due in respect of the Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 8 below (a “**Tax Gross-up Event**”), the Issuer may, at its option, at any time, subject to having given not more than 60 (sixty) nor less than 10 (ten) calendar days’ notice to the Noteholders (which notice shall be irrevocable), in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the Notes (but not some only) at the Early Redemption Amount (as specified in the Final Terms), together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (ii) If Redemption following a Withholding Tax Event is specified as applicable in the relevant Final Terms and the Issuer would on the next payment of principal or interest in respect of the Notes be prevented by French law from making payment to the Noteholders or, if applicable, Couponholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 (*Taxation*) (a “**Withholding Tax Event**”), then the Issuer shall forthwith give notice of such fact to the Fiscal Agent and the Issuer may, at its option, upon giving not more than 60 (sixty) nor less than 10 (ten) calendar days’ prior notice to the Noteholders in accordance with Condition 15 (*Notices*), redeem all, but not some only, of the Notes then outstanding, at the Early Redemption Amount (as specified in the Final Terms), together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon), on the latest practicable date on which the Issuer could make payment of the full amount payable in respect

of the Notes, or, if applicable, Coupons or, if that date is passed, as soon as practicable thereafter.

- (iii) If Redemption following a Tax Deductibility Event is specified as applicable in the relevant Final Terms and an opinion of a recognised law firm of international standing has been delivered to the Issuer and the Fiscal Agent, stating that by reason of a change in French law or regulation, or any change in the official application or interpretation of such law, becoming effective after the Issue Date, the tax regime of any payment under the Notes is modified and such modification results in payments of interest payable by the Issuer in respect of the Notes being no longer deductible in whole or in part (a "**Tax Deductibility Event**"), so long as this cannot be avoided by the Issuer taking reasonable measures available to it at the time, the Issuer may redeem the Notes in whole, but not in part, at the Early Redemption Amount (as specified in the Final Terms), together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon), on the latest practicable date on which the Issuer could make such payment with interest payable being tax deductible in France or, if such date is past, as soon as practicable thereafter. The Issuer shall give the Fiscal Agent notice of any such redemption not less than 10 (ten) nor more than 60 (sixty) calendar days before the date fixed for redemption and the Fiscal Agent shall promptly thereafter publish a notice of redemption in accordance with Condition 15 (*Notices*).

(f) **Optional Redemption due to Accounting Event:**

If Redemption following an Accounting Event is specified in the applicable Final Terms and an Accounting Event has occurred, then the Issuer may, subject to having given not less than 10 (ten) nor more than 60 (sixty) calendar days' notice to the Fiscal Agent and, in accordance with Condition 15 (*Notices*), the Noteholders (which notice shall be irrevocable) redeem all, but not some only, of the Notes at any time, at the Early Redemption Amount (as specified in the Final Terms), together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon). Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent in order to be made available to the Noteholders (i) a certificate signed by two duly authorized representatives of the Issuer confirming that the Issuer is entitled to effect such redemption and setting out the facts showing that the conditions precedent to the right to effect such redemption have been met and (ii) a copy of the letter or report referred to in the definition of "Accounting Event".

"**Accounting Event**" means that a recognised accountancy firm, acting upon instructions of the Issuer, has delivered a letter or report to the Issuer, stating that as a result of a change in the accounting principles (or the application thereof) which have been officially adopted on or after the Issue Date (such date, the "**Accounting Event Adoption Date**"), but not otherwise, the obligations of the Issuer under the Notes may not or may no longer be recorded as "equity" or "liability", as specified in the relevant Final Terms, in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to IFRS or any other accounting standards that may replace IFRS for the purposes of preparing the annual audited consolidated financial statements of the Issuer. The Accounting Event shall be deemed to have occurred on the Accounting Event Adoption Date notwithstanding any later effective date. The period during which the Issuer may notify the redemption of the Notes as a result of the occurrence of an Accounting Event shall start on, and include, the Accounting Event Adoption Date. Such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.



“**IFRS**” means the International Financial Reporting Standards as adopted in the European Union, as amended from time to time.

(g) **Optional Redemption due to Rating Methodology Event:**

If Redemption following an Rating Methodology Event is specified in the applicable Final Terms and a Rating Methodology Event has occurred, then the Issuer may, subject to having given not less than 10 (ten) nor more than 60 (sixty) calendar days’ notice to the Fiscal Agent and, in accordance with Condition 15 (*Notices*), the Noteholders (which notice shall be irrevocable) redeem all, but not some only, of the Notes at any time, at the Early Redemption Amount (as specified in the Final Terms), together with interest accrued to the date fixed for redemption and Arrears of Interest (including any Additional Interest Amount thereon). Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent in order to be made available to the Noteholders (i) a certificate signed by two duly authorized representatives of the Issuer confirming that the Issuer is entitled to effect such redemption and setting out the facts showing that the conditions precedent to the right to effect such redemption have been met and (ii) evidence of the written confirmation referred to in the definition of “**Rating Methodology Event**”.

“**Rating Agency**” means any of the following: Moody’s, S&P, Fitch or any other rating agency of equivalent international standing solicited from time to time by the Issuer to grant a rating to the Issuer and/or the Notes and in each case, any of their respective successors to the rating business thereof.

“**Rating Methodology Event**” means that the Issuer has received written confirmation from any Rating Agency from whom the Issuer is assigned solicited ratings either directly or via a publication by such agency, that an amendment, clarification or change has occurred in the equity credit criteria of such Rating Agency, which amendment, clarification or change results in a lower equity credit for any or all of the Notes than the then respective equity credit assigned on the Issue Date, or (i) if equity credit is not assigned on the Issue Date, at the date when the equity credit is assigned for the first time, or (ii) if the Notes have been partially or fully refinanced since the Issue Date and are no longer eligible for “equity credit” from such Rating Agency in part or in full as a result, any or all of the Notes would no longer have been eligible as a result of such amendment to, clarification of or, change in the assessment criteria or in the interpretation thereof had they not been re-financed.

“**Fitch**” means Fitch Ratings Ireland Limited (or any of its successors).

“**Moody’s**” means Moody’s France SAS (or any of its successors).

“**S&P**” means S&P Global Ratings Europe Limited (or any of its successors).

- (h) **Purchases:** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise (including by tender offer) at any price, subject to the applicable laws and/or regulations.

The Notes purchased by the Issuer may be held and resold in such amount as may be permitted by and in accordance with applicable laws and regulations.

- (i) **Cancellation:** All Notes purchased by or on behalf of the Issuer, to the extent that the Issuer is not permitted to hold and resell such Notes in accordance with applicable laws and regulations, and all Notes cancelled at the option the Issuer, shall be cancelled, in the case of Dematerialised Notes, by transfer to an account in accordance with the rules and procedures of Euroclear France and, in the case of Materialised Bearer Notes, by surrendering to the Fiscal Agent the Temporary

Global Certificate and the Definitive Materialised Bearer Notes in question together with all unmatured Coupons and all unexchanged Talons and, in each case, if so transferred or surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with, in the case of Dematerialised Notes, all rights relating to payment of interest and other amounts relating to such Dematerialised Notes and, in the case of Materialised Notes, all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). 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.

### 7. Payments and Talons

- (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. All payments validly made to such Account Holders will be an effective discharge of the Issuer in respect of such payments.
- (b) **Materialised Bearer Notes:** Payments of principal and interest in respect of Materialised Bearer Notes shall, subject as mentioned below, be made against presentation and surrender during usual business hours of the Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(v) (*Unmatured Coupons and unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 7(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 in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to TARGET2 (a "**Bank**").
- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer 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 non-U.S. 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:** All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment but without prejudice to the provisions of Condition 8 (*Taxation*). No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent, the Consolidation Agent and the Make-Whole Calculation 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 as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Make-Whole Calculation Agent acts as

## Terms and Conditions of the Subordinated Notes

---

independent expert and does not assume any obligation or relationship of agency for any Noteholder, Couponholder, or for the Issuer and, to the extent permitted by law, it shall not incur any liability against the Issuer, the Noteholders, the Couponholders, the Fiscal Agent or the Paying Agent. 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, the Registration Agent, the Calculation Agent(s) or the Make-Whole Calculation Agent 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) Paying Agents having specified offices in at least two major European cities (including Paris so long as Notes are admitted to trading on Euronext Paris and, in either case, so long as the rules of, or applicable to, the relevant Regulated Market so require);
- (v) in the case of Materialised Notes, a Paying Agent with a specified office in a European Union Member State (which may be any of the Paying Agents referred to in (iv) above);
- (vi) in the case of Dematerialised Notes, in fully registered form, a Registration Agent;
- (vii) a Make-Whole Calculation Agent where the Conditions so require; and
- (viii) 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 Bearer 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 1(d) (*Redenomination*) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 14 (*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 15 (*Notices*).

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

- (i) Upon the due date for redemption, Materialised Bearer Notes which comprise Fixed Rate 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 (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Make-Whole Redemption Amount, 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

## Terms and Conditions of the Subordinated Notes

---

the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 10 (*Prescription*)).

- (ii) Upon the due date for redemption of any such Materialised Bearer Note comprising a Floating Rate Note, unmatured 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 Bearer Note, any unexchanged 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 Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged 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 Bearer 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, shall only be payable against presentation (and surrender if appropriate) of the relevant Definitive Materialised Bearer Note. Interest accrued on a Materialised Bearer Note that only bears interest after its Maturity Date shall be payable on redemption of such Note against presentation of the relevant Materialised Bearer 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 Bearer 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 10), provided that, in respect of Notes listed and admitted to trading on Euronext Paris, such exchange shall always take place at the specified office of the Fiscal Agent or of the Paying Agent, as a case may be, in Paris.
- (h) **Non-Business Days:** If any date for payment in respect of any Note, Coupon is not a business day, the Noteholder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) (A) (i) in the case of Dematerialised Notes, on which Euroclear France is open for business or (ii) 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 (B) (i) (in the case of a payment in a currency other than Euro), where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency or (ii) (in the case of a payment in Euro), which is a TARGET Business Day.

### 8. Taxation

- (a) **Withholding taxes:** all payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes or Coupons 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.

- (b) **Additional Amounts:** If French law should require that payments of principal or interest, or other revenues in respect of any Note or Coupon be subject to deduction or withholding in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature, 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, except that no such additional amounts shall be payable with respect to any Note or Coupon, as the case may be:
- (i) *Other connection:* to, or to a third party on behalf of, a Noteholder or, if applicable, a Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some present or former connection with France other than the mere holding of the Note or Coupon; or
  - (ii) *Presentation more than 30 days after the Relevant Date:* in the case of Materialised Notes, more than 30 days after the Relevant Date except to the extent that the Noteholder or, if applicable, a Couponholder, as the case may be, would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or
  - (iii) *Non-cooperative State or territory:* when such withholding or deduction is required to be made by reason of that interest or Coupon being (x) paid to an account held in, or (y) paid or accrued to a person established or domiciled in, a non-cooperative State or territory (*Etat ou territoire non coopératif*) as defined in Article 238-0 A of the French *Code général des impôts* (other than those mentioned in Article 238-0 A, 2 bis, 2° of the same code) for the purposes of Articles 125 A III, and 119 bis, 2 of the same code, and as defined in Article 238-0 A of the French *Code général des impôts* (including those mentioned in Article 238-0 A, 2 bis, 2° of the same code) for the purposes of Article 238 A of the same code; or
  - (iv) Any combination of the items (i) to (ii) above.

In addition, any amounts to be paid on any Notes or Coupons will be paid net of any deduction or withholding imposed or required pursuant to FATCA, which refers to (1) sections 1471 to 1474 of the United States Internal Revenue Code or any associated regulations or other official guidance; (2) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of (1) above; or (3) any agreement pursuant to the implementation of (1) or (2) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction, and the Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FACTA deduction or withholding deducted or withheld by the Issuer, any paying agent or any other party.

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or, in the case of Materialised Notes (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation.

References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, all Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Make-Whole Redemption Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 (*Interest and other Calculations*) or any amendment or supplement to it and (iii) "**principal**" and/or "**interest**" shall be deemed to include any additional amounts that may be payable under this Condition.

### 9. **Enforcement events, no events of default and no cross default**

There are no events of default in respect of the Notes. There is no cross default under the Notes.

However, each Note shall become immediately due and payable at its Specified Denomination, together with accrued interest thereon, if any, up to the date of payment, and together with any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgment is made by a competent court for the judicial liquidation of the Issuer (*liquidation judiciaire*) or for the sale of the whole of the business (*cession totale de l'entreprise*) following an order of judicial reorganisation (*redressement judiciaire*) in respect of the Issuer or in the event of the liquidation of the Issuer for any other reason (other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency and where the successor, absorbing or resulting entity acquires all the assets and liabilities of the Issuer and assumes all the obligations of the Issuer under the Notes). In the event of liquidation of the Issuer, no payments will be made to holders of any class of the share capital of the Issuer before all amounts due, but unpaid, to all Noteholders have been paid by the Issuer.

### 10. **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 five years (in the case of both principal and interest) from the appropriate Relevant Date in respect of them.

### 11. **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 11.

#### 11.1 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**").

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.

#### 11.2 Representative

The names and addresses of the initial 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 single Representative 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, dissolution, retirement, resignation or revocation of the Representative, such Representative will be replaced by its alternate, if any, or another Representative may be appointed. Collective Decisions in relation to the appointment or replacement of the Representative shall be published in accordance with Condition 11.8.

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 registered office of the Issuer.

### 11.3 Powers of the 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.

The Representative may not be involved in the management of the affairs of the Issuer.

### 11.4 Collective Decisions

Collective Decisions are adopted either (i) in a general meeting (the "**General Meeting**") or (ii) by unanimous consent of the Noteholders following a written consultation (the "**Written Unanimous Resolutions**", as further described in Condition 11.4.1 below), or (iii) by consent of one or more Noteholders holding together at least seventy-five (75) per cent. of the principal amount of the Notes outstanding, following a written consultation (the "**Written Majority Resolutions**", as further described in Condition 11.4.2 below and together with the Written Unanimous Resolutions, the "**Written Resolutions**").

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 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 (2<sup>nd</sup>) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 11.8.

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.

#### 11.4.1 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 the 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 in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

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 simple majority of votes cast by Noteholders attending such General Meeting or represented thereat.

## Terms and Conditions of the Subordinated Notes

---

Notice of the date, time, place and agenda of any General Meeting will be published in accordance with Condition 11.8 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.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, by correspondence or by visioconference or by any other means of telecommunications allowing the identification of participating Noteholders.

Each Noteholder or Representative thereof will have the right, during the fifteen (15) calendar day period on the first convocation and five (5) calendar day period on the second convocation preceding the holding of each General Meeting, 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.

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.

### 11.4.2 Written Resolution and Electronic Consent

Pursuant to Article L. 228-46-1 of the French *Code de commerce*, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a Written Unanimous Resolution or a Written Majority Resolution.

#### (a) Written Unanimous Resolution

Written Unanimous Resolutions shall be signed by or on behalf of all Noteholders and shall not have to comply with formalities and time limits referred to in Condition 11.4.1. Pursuant to Articles L. 228-46-1 and R. 225-97 of the French *Code de commerce*, approval of a Written Unanimous Resolution may also be given by way of electronic communication allowing the identification of Noteholders ("**Electronic Consent**"). Any Written Unanimous Resolution shall, for all purposes, have the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Unanimous 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 such Noteholders, and shall be published in accordance with Condition 11.8.

#### (b) Written Majority Resolution

Notices seeking the approval of a Written Majority Resolution, which shall include the text of the proposed resolutions together with any report thereon, will be published as provided under Condition 11.4.1 no less than fifteen (15) calendar days prior to the date fixed for the passing of such Written Majority Resolution (the "**Written Majority Resolution Date**"). Notices seeking the approval of a Written Majority Resolution will contain the conditions of form and time limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Majority Resolution. Noteholders expressing their approval or rejection before the Written Majority Resolution Date will undertake not to dispose of their Notes until after the Written Majority Resolution Date.

Written Majority Resolutions shall be signed by one or more Noteholders holding together at least seventy-five (75) per cent. of the nominal amount of the Notes outstanding. Approval of a Written Majority Resolution may also be given by Electronic Consent. Any Written Majority Resolution shall, for all purposes, have



## Terms and Conditions of the Subordinated Notes

---

the same effect as a resolution passed at a General Meeting of such Noteholders. Such Written Majority 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 such Noteholders, and shall be published in accordance with Condition 11.8.

### 11.4.3 Exclusion of certain provisions of the French *Code de commerce*

The Masse will be governed by the provisions of the French *Code de commerce* with the exception of Articles L.228-48, L.228-59, the second sentence of Articles L.228-65 II, R.228-63, R.228-67 and R.228-69.

The provisions of Article L.228-65 I. 1° and 4° of the French *Code de commerce* (respectively providing for a prior approval of the General Meeting of the Noteholders of any change in corporate purpose or form of the Issuer or of an issue of bonds benefiting from a security (*sûreté réelle*)) and the related provisions of the French *Code de commerce* shall not apply to the Notes.

The provisions of Article L.228-65 I. 3° of the French *Code de commerce* (providing for a prior approval of the Noteholders in relation to any proposal to merge or demerge the Issuer in the cases referred to in Articles L. 236-13 and L. 236-18 of the French *Code de commerce*) shall apply to the Notes only to the extent that such proposal does not relate to a merger or demerger with another entity of the EDF Group.

### 11.5 Expenses

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

### 11.6 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 14 (*Further Issues and Consolidation*), shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Tranche of any Series of Notes will be the single Representative of all such Series.

### 11.7 Sole Noteholder

If and for so long as the Notes of any Series are held by a sole Noteholder (the "**Sole Noteholder**") and unless a Representative has been appointed in relation to such Series, such Noteholder shall exercise all powers, rights and obligations entrusted to the Masse by the provisions of the French *Code de commerce*. The Issuer shall hold a register of the decisions taken by the Sole Noteholder in this capacity and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

### 11.8 Notices to Noteholders

Notices to Noteholders pursuant to this Condition 11 shall be (a) 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 and, if such publication is not practicable in respect of Dematerialised Notes in registered form (*au nominatif*), by mail to the Noteholders at their respective addresses, in which case they will be deemed to have been given notice on the fourth (4<sup>th</sup>) weekday (being a day other than a Saturday or a Sunday) after the mailing and (b) published on the website of the Issuer (<https://www.edf.fr/groupe-edf>). For the avoidance of doubt, Conditions 15(a), (b), (c), (d) shall not apply to such notices.

## Terms and Conditions of the Subordinated Notes

---

### 11.9 Outstanding Notes

For the avoidance of doubt, in this Condition 11, the term "**outstanding**" shall not include those Notes purchased by the Issuer, or on its behalf, or by any of its subsidiaries pursuant to applicable laws and regulations.

### 11.10 Notes with a denomination of less than €100,000 issued outside France

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency) that are issued outside France within the meaning of Article L.228-90 of the French *Code de commerce*, Conditions 11.1 to 11.9 above shall apply to the Notes, to the fullest extent possible in accordance with applicable laws and regulations.

### 11.11 Notes with a denomination of less than €100,000 issued inside France

For Notes issued with a denomination of less than €100,000 (or its equivalent in any other currency) that are not issued outside France within the meaning of Article L.228-90 of the French *Code de commerce*, Condition 11 shall apply to the Notes subject to the following modifications:

- (i) the second paragraph of Condition 11.4.1 shall be deleted and replaced by the following paragraph:

"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 cast by the Noteholders attending such General Meeting or represented thereat."

- (ii) Condition 11.4.3 shall not apply to the Notes.
- (iii) Condition 11.5 shall be deleted and replaced by the following:

"11.5 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."

## 12. Final Terms

These Conditions may be completed in relation to any Series of Notes by the terms of the relevant Final Terms in relation to such Series.

## 13. Replacement of definitive Notes, Coupons and Talons

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer 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 Bearer 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 Bearer Notes, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Bearer Notes, Coupons or Talons must be surrendered before replacements will be issued.

### 14. Further Issues and Consolidation

- (a) **Further Issues:** The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes to be assimilated (*assimilées*) and form a single series with the Notes provided such Notes and the further notes carry rights identical in all respects (or in all respects save for the principal amount thereof and the first payment of interest in the relevant Final Terms) and that the terms of such further notes provide for such assimilation and references in these Conditions to "Notes" shall be construed accordingly.
- (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 days' prior notice to the Noteholders in accordance with Condition 15 (*Notices*), without the consent of the Noteholders or Couponholders, 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.

### 15. 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 day other than a Saturday or Sunday) after the mailing, or (ii) at the option of the Issuer, they are published in a leading daily newspaper with general circulation in Europe (which is expected to be the *Financial Times*) and, so long as such Notes are listed and admitted to trading on any 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 listed and admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*.
- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published in a daily leading newspaper with general circulation in Europe (which is expected to be the *Financial Times*) and so long as such Notes are listed and admitted to trading on any Regulated Market, in a leading daily newspaper with general circulation in the city where the Regulated Market on which such Notes are listed and admitted to trading is located, which in the case of Euronext Paris is expected to be *Les Echos*.
- (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. Any such notice 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. Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Materialised Bearer Notes in accordance with this Condition.
- (d) Notices required to be given to the holders of Dematerialised Notes (whether in registered or in bearer form) pursuant to these Conditions (including notices relating to the convocation and decision(s) of the General Meetings pursuant to Condition 11 (*Representation of Noteholders*)) 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 15(a), (b) and (c) above.

### 16. **Governing Law and Jurisdiction**

#### 16.1 **Governing Law**

The Notes (and, where applicable, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.

#### 16.2 **Jurisdiction**

- (a) The Paris Commercial Court (*Tribunal de Commerce de Paris*) has jurisdiction to settle any disputes arising out of or in connection with the Notes (and, where applicable, the Coupons and the Talons) (including a dispute relating to the existence, validity or termination of the Notes (and, where applicable, the Coupons and the Talons)) and accordingly, any legal action or proceedings arising out of or in connection therewith may be brought in such courts.
- (b) Any claim against the Issuer in connection with the Notes (and, where applicable, the Coupons and the Talons) will be brought before the said Paris Commercial Court (*Tribunal de Commerce de Paris*).

### USE OF PROCEEDS

The net proceeds of the issue of each Tranche will (as specified in the applicable Final Terms) be applied by the Issuer to:

- (i) meet part of its general financing requirements; or
- (ii) finance or refinance (a) the construction of renewable power generation projects, (b) investments in existing hydropower facilities, (c) investments in energy efficiency and/or (d) investments in biodiversity protection, as further described in the [EDF Green Bond Framework](https://www.edf.fr/groupe-edf/espaces-dedies/investisseurs-actionnaires/espace-obligataire/green-bonds) as of January 2020 available on the website of the Issuer (<https://www.edf.fr/groupe-edf/espaces-dedies/investisseurs-actionnaires/espace-obligataire/green-bonds>) (the "**Green Bond Framework**"); or
- (iii) finance or refinance, in whole or in part, existing Eligible Projects as set out in the Issuer's Social Bond Framework (as amended and supplemented from time to time) as further described in the [EDF Social Bond Framework](https://www.edf.fr/en/the-edf-group/dedicated-sections/investors-shareholders/bonds/green-bonds#social-bonds) available on the Issuer's website (<https://www.edf.fr/en/the-edf-group/dedicated-sections/investors-shareholders/bonds/green-bonds#social-bonds>) (the "**Social Bond Framework**"); or
- (iv) finance any other particular identified use of proceeds as stated in the applicable Final Terms.

The Green Bond Framework and the Social Bond Framework further describe the above-mentioned projects. The Issuer will apply processes for project evaluation and selection, management of proceeds and reporting consistent with guidelines set out in the Green Bond Principles, the Social Bond Principles and the Sustainability Bond Guidelines (as applicable) published by the International Capital Markets Association (ICMA), as they may be further updated. In that context and in relation to Green Bonds and the Social Bonds, and as further described in the relevant Final Terms, the Issuer will allocate the proceeds of the issuance of the Notes, directly or indirectly, to finance or refinance, in whole or in part, Green Eligible Projects and/or Social Eligible Projects as defined in the relevant Final Terms with reference to the Green Bond Framework and the Social Bond Framework (as applicable) or sections thereof.

The Green Bond Framework and the Social Bond Framework describe, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and verification) applicable for the relevant Notes. It is also specified that the providers of such second party opinion and verification are and will be independent experts. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Notes.

A Second Party Opinion on the alignment of the Green Bond Framework to the Green Bond Principles voluntary guidelines of June 2018 published by ICMA has been provided by Vigeo and is available on EDF's website ([https://www.edf.fr/sites/default/files/contrib/groupe-edf/espaces-dedies/espace-finance-fr/investisseurs-et-analystes/espace%20obligataire/Green-Bond/edf\\_second\\_party\\_opinion\\_vigeo\\_eiris\\_2020-01-21.pdf](https://www.edf.fr/sites/default/files/contrib/groupe-edf/espaces-dedies/espace-finance-fr/investisseurs-et-analystes/espace%20obligataire/Green-Bond/edf_second_party_opinion_vigeo_eiris_2020-01-21.pdf)).

A Second Party Opinion on the alignment of the Social Bond Framework to the Social Bond Principles and the Sustainability Bond Guidelines published by ICMA has been provided by Standard and Poor's and is available on EDF's website (<https://www.edf.fr/sites/default/files/contrib/groupe-edf/espaces-dedies/espace-finance-en/investors-analysts/bonds/social-bonds/edf-social-bond-framework-sp-spo.pdf>).

The Green Bond Framework and the Social Bond Framework may be amended and supplemented from time to time. Any such change or supplement will be made available on the EDF's website.

**DESCRIPTION OF THE ISSUER**

For a general description of the Issuer and the EDF Group, please refer to the documents incorporated by reference and the cross-reference table of the section "*Documents Incorporated by Reference*" of this Base Prospectus.

The profit forecast and estimates set forth in Section 6 (*Financial Outlook*) of the 2021 Half-Year Management Report have been prepared and consolidated on a basis which is comparable with the 2021 financial information and consistent with EDF group's accounting policies, as described in the consolidated financial statements of the Issuer for the year ended on 31 December 2020 and updated in the 2021 Half-Year Financial Statements.

## RECENT EVENTS

### 1. EDF completes sale of its interest in CENG – 9 August 2021

EDF announces it has completed today the sale of its 49.99% interest in Constellation Energy Nuclear Group, LLC (“CENG”) to its joint venture partner, Exelon Generation, LLC (“Exelon”). The sale is pursuant to a Put Agreement entered into by EDF and Exelon in April 2014<sup>1</sup>, in which Exelon granted to EDF the right to sell its interest to Exelon at fair market value. EDF exercised the put option in January 2020<sup>2</sup>.

The purchase price for EDF’s interest in CENG is \$885 million and the proceeds were received by EDF on August 6.

The transaction is part of EDF’s previously announced disposal plan.

---

<sup>1</sup> Cf. EDF Press Release April 1st 2014 "EDF and Exelon finalize agreement on CENG".

<sup>2</sup> Cf. EDF Press Release November 20th 2019 "EDF notifies the exercise of its put option on its participation in CENG".

## FORM OF FINAL TERMS OF THE SENIOR NOTES

*The Final Terms in respect of each Tranche will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue.*

**[PROHIBITION OF SALES TO EEA 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**"). 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, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[PROHIBITION OF SALES TO 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II Product Governance / [Professional investors and eligible counterparties only target market] [Retail investors, professional investors and eligible counterparties]** – 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 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 [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")] [MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate, [including investment advice, portfolio management, non-advised sales and pure execution services]] [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][, / and] [portfolio management][, / and] [non-advised sales] [and pure execution services], [subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. 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, [subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]].]

---

<sup>1</sup> Delete legend if the Notes do not constitute "packaged" products, in which case, insert "Not Applicable" in paragraph 10(vii) of Part B below. Include legend if the Notes may constitute "packaged" products and the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors. In this case insert "Applicable" in paragraph 10(vii) of Part B below.



**[UK MIFIR 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, taking into account the five (5) categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 (in accordance with the FCA's policy statement entitled "*Brexit our approach to EU non-legislative materials*"), in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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.]<sup>2</sup>

**[Notification under sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore), as modified or amended from time to time (the "SFA") - [To insert notice if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]".]**

**Final Terms dated [•]**

**[Logo, if document is printed]**

**Électricité de France**

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

under its €50,000,000,000 Euro Medium Term Note Programme

**SERIES NO: [•]  
TRANCHE NO: [•]**

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so in:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer; or
- (ii) in the Non-exempt Offer Jurisdiction mentioned in Paragraph 9 of Part B below, provided such person is one of the persons mentioned in Paragraph 9 of Part B below and that such offer is made during the Offer Period specified for such purpose therein.

---

<sup>2</sup> The legend may not be necessary if the managers in relation to the Notes are not subject to UK MiFIR and therefore there are no UK MiFIR manufacturers. Depending on the location of the manufacturers, there may be situations where either the MiFID II product governance legend or the UK MiFIR product governance legend or where both are included.

## PART A – CONTRACTUAL TERMS

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 11 October 2021 which received approval no 21-441 from the *Autorité des Marchés Financiers* (the "**AMF**") in France on 11 October 2021 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [•] which received approval no [•] from the AMF on [•]]<sup>3</sup> which [together] constitute[s] a prospectus for the purposes of Regulation (EU)2017/1129 (the "**Prospectus Regulation**"). 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]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.]<sup>4</sup> For so long as any Notes are outstanding, copies of the Base Prospectus [and the supplement[s] to the Base Prospectus] (i) are available for viewing on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and (ii) may be obtained, free of charge, during normal business hours from Électricité de France, 22-30, avenue de Wagram, 75008 Paris, France. [In addition<sup>5</sup>, the Base Prospectus [and the supplement(s) to the Base Prospectus] [is/are] available for viewing [at/on] [•]].

*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 which are the [EMTN 2013 Conditions/ EMTN 2015 Conditions/ EMTN 2016 Conditions/ EMTN 2018 Conditions/ EMTN 2019 Conditions]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and must be read in conjunction with the base prospectus dated 11 October 2021 which received approval no. 21-441 from the AMF in France on 11 October 2021 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [•] which received approval no [•] from the AMF in France on [•]], which [together] constitute[s] a prospectus for the purposes of the Prospectus Regulation, save in respect of the [EMTN 2013 Conditions/ EMTN 2015 Conditions/ EMTN 2016 Conditions/ EMTN 2018 Conditions/ EMTN 2019 Conditions]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus and the base prospectus dated [•] [and the supplement(s) to the base prospectus dated [•]]. [However, a summary of the issue of the Notes is annexed to these Final Terms].<sup>6</sup> For so long as any Notes are outstanding, copies of the Base Prospectus [and the supplement(s) to the Base Prospectus] and the base prospectus dated [•] [and the supplement(s) to that base prospectus] (i) are available for viewing on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and (ii) may be obtained, free of charge, during normal business hours from Électricité de France, 22-30, avenue de Wagram, 75008 Paris, France. [In addition<sup>7</sup>, the Base Prospectus [and the supplement(s) to the Base Prospectus] [is/are] available for viewing [at/on] [•]].

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the subparagraphs of the paragraphs, which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

- |    |                      |                       |
|----|----------------------|-----------------------|
| 1. | Issuer:              | Électricité de France |
| 2. | (i) Series Number:   | [•]                   |
|    | (ii) Tranche Number: | [•]                   |

---

<sup>3</sup> Delete if no supplement is published.

<sup>4</sup> Insert where an issue of Notes with a denomination of less than €100,000 (or its equivalent in another currency as at the date of issue of the relevant Notes) is anticipated.

<sup>5</sup> If the Notes are admitted to trading on a Regulated Market other than Euronext Paris.

<sup>6</sup> Insert where an issue of Notes with a denomination of less than €100,000 (or its equivalent in another currency as at the date of issue of the relevant Notes) is anticipated.

<sup>7</sup> If the Notes are admitted to trading on a Regulated Market other than Euronext Paris.

## Form of Final Terms of the Senior Notes

[(iii)] Date on which the Notes become fungible:	[Not Applicable/ The Notes will be assimilated ( <i>assimilées</i> ) and form a single series with the existing [insert description of the Series] issued by the Issuer on [insert date] (the " <b>Existing Notes</b> ") [as from the date of assimilation which is expected to be on or about 40 days after the Issue Date (the " <b>Assimilation Date</b> ") of this Tranche]/[as from the Issue Date of this Tranche].] ( <i>This item applies to fungible issues only</i> )
3. Specified Currency or Currencies:	[•]
4. Aggregate Nominal Amount:	[insert amount or, in case of non-exempt offer, manner [the Issuer's website and free availability at the Issuer's head office] in and date on which such amount to be made public]
[(i) Series:	[•]]
[(ii) Tranche:	[•]]
5. Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus an amount corresponding to accrued interest from and including [insert date] to, but excluding, [the Issue Date/ insert other date] ( <i>in the case of fungible issues only if applicable</i> )]
6. Specified Denominations: (Condition 1 (b))	[•] <sup>8</sup> ( <i>one (1) denomination only for Dematerialised Notes</i> ) ( <i>For Materialised Notes, attention should be paid to the rules and procedures of the relevant Regulated Market(s) and/or clearing system(s)</i> ).
7. [(i) Issue Date:	[•]]
[(ii) Interest Commencement Date:	[Specify/Issue Date/Not Applicable]]
8. Maturity Date:	[•] [ <i>specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year</i> ]
9. Interest Basis:	[[•] % Fixed Rate]  [[LIBOR/EURIBOR/CMS Rate/SONIA/SOFR] [+/- [•] % Floating Rate]  [Zero Coupon]  [Fixed/Floating Rate]
10. Redemption/Payment Basis:	[Redemption at par]
11. Change of Interest Basis:	[Applicable / Not Applicable] ( <i>Specify details of any provision for convertibility of Notes into another interest basis, in particular specify the date when any fixed/floating rate change occurs</i> )

<sup>8</sup> Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

*(if any) or refer to paragraphs 14 and 15 below and identify there)*

12. Put/Call Options: [Investor Put]  
[Issuer Call]  
[Make-Whole Redemption by the Issuer]  
[Residual Maturity Call Option]  
[Clean-Up Call Option]  
[(further particulars specified below)]
- 13.
- Status of the Notes: Senior Notes
- Date of corporate authorisations for issuance of Notes obtained: Resolution of the Board of Directors of the Issuer dated [•], and decision of [Jean-Bernard Lévy, *Président-Directeur Général*], to issue the Notes dated [•] and delegating to [•] the authority to sign the documentation relating to the Notes.

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

14. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- In respect of Fixed/Floating Rate Notes: from (and including) [•] to (but excluding) [•]:
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. *per annum* (payable [annually/quarterly/monthly] in arrear on each Interest Payment Date)
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with *[specify Business Day Convention and any applicable Additional Business Centre(s) for the definition of "Business Day"]*/not adjusted]
- (iii) Fixed Coupon Amount[(s)]: [•] per [•] in Nominal Amount
- (iv) Broken Amount(s): [[•]] per [•] in Nominal Amount payable on the Interest Payment Date falling [in/on] [•] (*Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount [(s)]*)
- (v) Day Count Fraction: [•] [Actual/365 – FBF / Actual/Actual – FBF / 30/360 / 360/360 / Bond Basis / Actual/Actual / Actual/Actual – ICMA / Actual/Actual – ISDA / Actual/365 (Fixed) / Actual/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (vi) Determination 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. N.B. only relevant where Day Count Fraction is Actual/Actual ([ICMA])*)

## Form of Final Terms of the Senior Notes

15. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- [In respect of Fixed/Floating Rate Notes: from (and including) [•] to (but excluding) [•]:]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Interest Period(s): [•]
- (ii) Specified Interest Payment Dates/Interest Period Date: [•] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iii) below]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (iv) Business Centre(s): [•]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ FBF Determination/ ISDA Determination]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [•]
- (vii) FBF Determination: [Applicable/Not Applicable]
- Floating Rate: [•]
- [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(A), insert the relevant interest period(s) and the relevant two rates used for such determination)]*
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [•]
- FBF Definitions (if different from those set out in the Conditions): [•]
- (viii) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
- [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(B), insert the relevant*

## Form of Final Terms of the Senior Notes

		<i>interest period(s) and the relevant two rates used for such determination)]</i>
	— Designated Maturity:	[•]
	— Reset Date:	[•]
	— ISDA Definitions (if different from those set out in the Conditions):	[•]
(ix)	Screen Rate Determination:	[Applicable] / [Not Applicable]
	— Relevant Time:	[•]
	— Interest Determination Date:	[[•] [TARGET2] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
		<i>(Where the Reference Rate is SONIA, include the below wording)</i>
		[[•] London Business Days prior to each Interest Payment Date]
		<i>(Where the Reference Rate is SOFR, include the below wording)</i>
		[[•] [U.S. Government Securities Business Day(s)]
	— Primary Source for Floating Rate/Relevant Screen Page:	[Specify relevant screen page or "Reference Banks"] <i>(In the case of SOFR, delete this paragraph)</i>
	— [Calculation Method:	[Compounded Daily]/[Weighted Average] <i>(only applicable in the case of SONIA)</i>  [SOFR Arithmetic Mean / SOFR Lockout Compound /SOFR Lookback Compound / SOFR Shift Compound /SOFR Index Average]] <i>(only applicable in the case of SOFR)</i>
	— Observation Method:	<i>[only applicable in the case of SONIA: [Lag]/[Lock-out]/[Shift]]</i>
	— Observation Look-Back Period:	<i>[(only applicable in the case of SONIA or SOFR) [[•] TARGET 2 Business Days/London Banking Days/U.S. Government Securities Business Days] [Not Applicable]]</i>
	— [SONIA] Look-back Period:	<i>[[specify] London Business Days]/[As per the Conditions]/[Not Applicable]]</i>

## Form of Final Terms of the Senior Notes

*(Include where the Reference Rate is SONIA and ensure that any Early Redemption Amounts include amounts in respect of accrued interest)*

- [SOFR Rate Cut-Off Date: The day that is the [second / [•]] U.S. Government Securities Business Day prior to the Interest Payment Date in relation to the relevant Interest Period.]
- [SOFR Index<sub>Start</sub>: [Not Applicable / [•] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Index Average*)]
- [SOFR Index<sub>End</sub>: [Not Applicable / [•] U.S. Government Securities Business Day(s)] (*Only applicable in the case of SOFR Index Average*)]
- Reference Banks (if Primary Source is "**Reference Banks**"): [*Specify four*]
- Relevant Financial Centre: [*The financial centre most closely connected to the benchmark—specify if not London*]
- Benchmark: [LIBOR/EURIBOR/CMS Rate/SONIA/SOFR]  
  
[*If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(C), insert the relevant interest period(s) and the relevant two rates used for such determination)*]
- Representative Amount: [*Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notational amount*]
- Effective Date: [*Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period*]
- Specified Duration: [*Specify period for quotation if not duration of Interest Accrual Period*]
- Reference Currency: [•]
- Designated Maturity: [•]
- Specified Time: [•]
- (x) Margin(s): [+/-][•] per cent. per annum
- (xi) Minimum Rate of Interest: [zero/[•] per cent. per annum]<sup>9</sup>
- (xii) Maximum Rate of Interest: [•] per cent. per annum

<sup>9</sup>

The Minimum Rate of Interest (including any applicable margin) shall not be less than zero.

## Form of Final Terms of the Senior Notes

---

- (xiii) Day Count Fraction: [•]  
— [Benchmark Replacement: Not Applicable]
16. **Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Amortisation Yield: [•] per cent. per annum  
(ii) Day Count Fraction: [•]
- PROVISIONS RELATING TO REDEMPTION**
17. **Call Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]  
(ii) Optional Redemption Amount(s) of each Note: [•] per Note of [•] Specified Denomination  
(iii) If redeemable in part:  
(a) Minimum Redemption Amount: [•]  
(b) Maximum Redemption Amount: [•]  
(iv) Notice period (if other than as set out in the Conditions): [•]
18. **Put Option** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]  
(ii) Optional Redemption Amount(s) of each Note: [•] per Note of [•] Specified Denomination  
(iii) Notice period (if other than as set out in the Conditions): [•]
19. **Final Redemption Amount of each Note** [•] per Note of [•] Specified Denomination
20. **Make-Whole Redemption by the Issuer** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*



## Form of Final Terms of the Senior Notes

---

- |        |  |  |
|--------|--|--|
| (i)    | Notice Period <sup>10</sup> :  | [•]  |
| (ii)   | Parties to be notified (if other than set out in Condition 6(c)):  | [[•] / Not Applicable]   |
| (iii)  | Make-whole Redemption Margin:  | [•]  |
| (iv)   | Reference Security:  | [•]  |
| (v)    | Reference Screen Rate:   | [•]  |
| (vi)   | Make-whole Redemption Rate:  | [Reference Dealer Quotation] / [Reference Screen Rate]   |
| (vii)  | Relevant Time:   | [•]  |
| (viii) | Reference Dealers:   | [•]  |
| (ix)   | Relevant Government Securities:  | [UK Gilt] / [German Bund] / [French OAT] / [US Treasuries]   |
| 21.    | <b>Residual Maturity Call Option:</b>  | [Applicable/ Not Applicable]   |
|        | Residual Maturity Call Option Date:  | As from [•]  |
| 22.    | <b>Clean-Up Call Option:</b>   | [Applicable/ Not Applicable] <i>(If applicable, specify threshold of the initial aggregate principal amount to which the Clean-Up Call Option apply. The threshold may be 75% or any other higher percentage.)</i> |
| 23.    | <b>Early Redemption Amount</b>   |  |
|        | Early Redemption Amount(s) of each Note payable on redemption for taxation reasons (Condition 6(h)(i)) or for illegality (Condition 6(k)): | [•]  |

### GENERAL PROVISIONS APPLICABLE TO THE NOTES

- |      |                               |  |
|------|-------------------------------|--|
| 24.  | Form of Notes:                | [Dematerialised Notes/Materialised Notes] <i>(Materialised Notes are only in bearer form)</i><br>[Delete as appropriate]   |
| (i)  | Form of Dematerialised Notes: | [Not Applicable/if Applicable specify whether]<br>[Bearer dematerialised form ( <i>au porteur</i> )/<br>[fully/administered]<br>Registered dematerialised form ( <i>au nominative</i><br>[ <i>pur/administré</i> ]]] |
| (ii) | Registration Agent:           | [Not Applicable/if applicable give names and details]  |

---

<sup>10</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

## Form of Final Terms of the Senior Notes

---

*(Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only)*

- |       |   |   |
|-------|---|---|
| (iii) | Temporary Global Certificate:   | [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [•] (the " <b>Exchange Date</b> "), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate] |
| (iv)  | Identification of Noteholders (Condition 1 (c) (v)):  | [Not Applicable]/[Applicable]   |
| (v)   | Applicable TEFRA exemption (or successor exemption):  | [C Rules/D Rules/Not Applicable]<br><i>(Only applicable to Materialised Notes)</i>  |
| 25.   | Financial Centre(s):  | [Not Applicable/give details] <i>(Note that this item related to the date and place of payment, and not interest payment dates and interest period end dates, to which item 15(iv) relates.)</i>  |
| 26.   | Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): | [Yes/No. <i>If yes, give details</i> ]  |
| 27.   | Redenomination, renominatisation and reconventioning provisions:                                      | [Not Applicable/The provisions in Condition 1 apply]  |
| 28.   | Consolidation provisions:   | [Not Applicable/The provisions in Condition 14 apply/The provisions annexed to these Final Terms apply]   |
| 29.   | <i>Masse</i> (Condition 11):  | [The provisions [in Condition 11.10]/[in condition 11.11] apply]  |

Name and address of the Representative: [•]

[Name and address of the alternate Representative: [•]]

[The Representative will receive no remuneration / The Representative will receive a remuneration of [•]]

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in these Final Terms. *[(Relevant third party information) has been extracted from (specify source).The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]*

**Form of Final Terms of the Senior Notes**

---

Signed on behalf of the Issuer:

By: .....

Duly authorised

**PART B – OTHER INFORMATION**

1. **LISTING**

- (i) Listing: [Euronext Paris/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [•] with effect from [•].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [insert amount or, if relevant, manner in and date on which such amount to be made public]

2. **RATINGS**

- Ratings: The Notes to be issued have been rated:
- [S&P: [•]]  
[Moody's: [•]]  
[[Other]: [•]]
- [The Notes to be issued have not been rated.]
- [Insert legal name of particular credit rating agency entity providing rating] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "EU CRA Regulation").* *[[Insert legal name]of particular credit rating agency entity providing rating] appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>. [The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "UK CRA Regulation").]* */[[Insert legal name of particular credit rating agency entity providing rating] has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "UK CRA Regulation").]* *[[Insert legal name of particular credit rating agency entity providing rating] has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "UK CRA Regulation") and the rating it has given to the Notes is not endorsed by a credit rating agency established in the UK and registered under the CRA Regulation (UK).]*

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

*[Need to include a brief explanation of the ratings if this has previously been published by the rating provider.]*

3. **[NOTIFICATION]**

The AMF in France [has been requested to provide/has provided - *include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues*] the [*include names of competent authorities of host Member States*] with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.]

4. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

*(Need to include a description of any interest, including conflicting ones, 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 disclosed in ["Subscription and Sale"] 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]**

5. **[OTHER ADVISORS]**

*If advisors are mentioned in these Final Terms, include a declaration which specifies the capacity in which the advisors have acted.]]*

6. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i)] Reasons for the offer: [The net proceeds from each issue of Notes will be applied by the Issuer for [its general corporate purposes/specify any other reasons.]]/[The Notes constitute [Green Bonds]/[Social Bonds]/[•] and the net proceeds will be used to finance and/or refinance [in whole or in part] one or more of the projects included in the [Green Eligible Projects]/[Social Eligible Projects]/[Green Eligible Projects and Social Eligible Projects] pursuant to the Framework which is available on the website of the Issuer ([•]) and described below:

*[Describe specific projects included in the Green Eligible Projects and/or Social Eligible Projects and/or availability of Second Party Opinion and any relevant third party opinions and/or where the information can be obtained]]*

[(ii)] Estimated net proceeds: *[insert amount or, if relevant, manner in and date on which such amount to be made public]*

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If*

proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

[(iii)] Estimated total expenses: *[insert amount or, if relevant, manner in and date on which such amount to be made public]* [Include breakdown of expenses]

7. **[FIXED RATE NOTES ONLY – YIELD]**

Indication of yield: [•]

*[yield gap of [•]% in relation to tax free government bonds of an equivalent duration]*

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

8. **[FLOATING RATE NOTES ONLY – HISTORIC INTEREST RATES]**

Performance of interest rates: Details of performance of [LIBOR/EURIBOR/other] rates can be obtained [but not] free of charge from [Reuters / other / give details of electronic means of obtaining the details of performance].

[Benchmarks: [Amounts payable under the Notes will be calculated by reference to *[specify the applicable benchmark]* 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 Regulation (EU) 2016/1011, as amended (the "**Benchmarks Regulation**")/[the Financial Conduct Authority in the United Kingdom pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK BMR**")]. [As far as the Issuer is aware, the transitional provisions in Article 51 of the [Benchmarks Regulation]/[UK BMR] apply, such that [•] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]

9. **[PLACING AND UNDERWRITING]**

[Not Applicable]<sup>11</sup>

Consent of the Issuer to use the Base Prospectus during the Offer Period: [Not Applicable / Applicable with respect to any Authorised Offeror specified below]

Authorised Offeror(s) in various countries where the offer takes place: [Not Applicable / Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/ Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the Issuer to use the Base Prospectus"]

---

<sup>11</sup> Not required for Notes with a denomination of at least €100,000.

Conditions attached to the consent of the Issuer to use the Base Prospectus: [Not Applicable / Where the Issuer has given a general consent to any financial intermediary to use the Base Prospectus, specify any additional conditions to or any condition replacing those set out in the Base Prospectus. Where Authorised Offeror(s) have been designated herein, specify any condition

Indication of the material features of the agreements, including the quotas: [•]

When the underwriting agreement has been or will be reached: [•]

**10. DISTRIBUTION**

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated: [Not Applicable/give names]

(A) Names and addresses of Managers: *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)*

(B) Stabilising Manager(s) if any: [Not Applicable/give name]

(iii) If non-syndicated, name and address of Manager: [Not Applicable/give name]

(iv) Total commission and concession [•] per cent. of the Aggregate Nominal Amount

(v) US Selling Restrictions (Categories of potential investors to which the Notes are offered): Reg. S Compliance Category 2 applies to the Notes; [TEFRA C] / [TEFRA D]/[TEFRA not applicable]

(vi) Non-exempt offer: [Not Applicable] / [An offer of the Notes may be made by the Managers [and [specify names of other financial intermediaries / placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. "other parties authorised by the Managers") or (if relevant) note that other parties may make non-exempt offers in the Non-exempt Offer Jurisdictions during the Offer Period, if not known]] (together with the Managers, the "**Financial Intermediaries**") other than pursuant to Article 3(2) of the Prospectus Regulation in [specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] ("**Non-exempt Offer Jurisdictions**") during the period from [specify date] until [specify date or a

*formula such as "the Issue Date" or "the date which falls [•] Business Days thereafter"] ("Offer Period").*

(vii) Prohibition of Sales to EEA Retail Investors: [Not Applicable/Applicable]

*If the Notes do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified. For the purpose of the above, a "packaged" product shall designate a "packaged retail investment product" which means in accordance with Regulation (EU) No 1286/2014 of 26 November 2014 (as it forms part of UK domestic law by virtue of the European Union Withdrawal Agreement, in respect of UK retail investors) an investment, where, regardless of the legal form of the investment, the amount repayable to the retail investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the retail investor).*

**11. OPERATIONAL INFORMATION**

ISIN Code: [•]

Common code: [•]

Any clearing system(s) other than Euroclear France, Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: [Not Applicable/give name(s), address(es) and description]

[Common Depositary: [•]]

Registrar: [Principal Registrar/Alternative Registrar - Specify]

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of: [Not Applicable/give details]

**12. TERMS AND CONDITIONS OF THE OFFER**



## Form of Final Terms of the Senior Notes

---

[Applicable<sup>12</sup> / Not applicable] [If not applicable, delete the remaining sub- paragraphs of this paragraph]

Offer Period: The period from [•] until [•]

Offer Price: [Issue Price][specify]

*(Where an indication of the expected price cannot be given, add a description of the method of determining the price, pursuant to Article 17 of the Prospectus Regulation, and the process for its disclosure)*

Conditions to which the offer is subject: [Not applicable/give details]

Time Period / Description of the application process: [Not applicable/give details]

Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants: [Not applicable/give details]

Details of the minimum and/or maximum amount of application: [Not applicable/give details]

Details of the method and time limits for paying up and delivering the Notes: [Not applicable/give details]

Manner in and date on which results of the offer are to be made public: [Not applicable/give details]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/give details]

Various categories of potential investors to which the securities are offered: [Not applicable/give details]

If the offer is being made simultaneously in the markets of two or more countries, and if tranche(s) have been reserved for certain countries, indication of any such tranche(s): [Not applicable/give details]

Process for notification to applicants of the amount allotted and the indication [Not applicable/give details]

---

<sup>12</sup> Applicable only for Non-exempt Offer issues.

## Form of Final Terms of the Senior Notes

---

whether dealing may begin  
before notification is made:

Amount of any expenses and  
taxes specifically charged to the  
subscriber or purchaser:

[Not applicable/*give details*]

*(Where the Issuer is subject to Regulation (EU)  
1286/2014 and to the extent that they are known,  
include those expenses contained in the price)*

**[ANNEX – ISSUE SPECIFIC SUMMARY]**

***[Issue specific summary to be inserted completed and annexed to the Final Terms of the Notes having a denomination of less than €100,000]***

## FORM OF FINAL TERMS OF THE SUBORDINATED NOTES

*The Final Terms in respect of each Tranche will be substantially in the following form, duly completed to reflect the particular terms of the relevant Notes and their issue.*

**[PROHIBITION OF SALES TO EEA 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**"). 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, as amended, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the "**Prospectus Regulation**"). 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 has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>1</sup>

**[PROHIBITION OF SALES TO 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 United Kingdom ("**UK**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended ("**EUWA**"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "**UK PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[MiFID II Product Governance / [Professional investors and eligible counterparties only target market] [Retail investors, professional investors and eligible counterparties]** – 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 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 [and retail clients], each as defined in [Directive 2014/65/EU (as amended, "**MiFID II**")][MiFID II]; [and (ii) all channels for distribution of the Notes are appropriate, [including investment advice, portfolio management, non-advised sales and pure execution services]]/[(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate – [investment advice][,/ and] [portfolio management][,/ and] [non-advised sales] [and pure execution services], [subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. 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, [subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]].]

---

<sup>1</sup> Delete legend if the Notes do not constitute "packaged" products, in which case, insert "Not Applicable" in paragraph 10(vii) of Part B below. Include legend if the Notes may constitute "packaged" products and the Issuer intends to prohibit the Notes being offered, sold or otherwise made available to EEA retail investors. In this case insert "Applicable" in paragraph 10(vii) of Part B below.

**[UK MIFIR 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, taking into account the five (5) categories referred to in item 18 of the Guidelines published by ESMA on 5 February 2018 (in accordance with the FCA's policy statement entitled "*Brexit our approach to EU non-legislative materials*"), in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**UK MiFIR**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. *[Consider any negative target market.]* 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Rules**") 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.]<sup>2</sup>

**[Notification under sections 309B(1)(a) and 309B(1)(c) of the Securities and Futures Act (Chapter 289 of Singapore), as modified or amended from time to time (the "SFA") - [To insert notice if classification of the Notes is not "prescribed capital markets products", pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].]**

**Final Terms dated [•]**

**[Logo, if document is printed]**

**Électricité de France**

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

under its €50,000,000,000 Euro Medium Term Note Programme

**SERIES NO: [•]  
TRANCHE NO: [•]**

[The Base Prospectus referred to below (as completed by these Final Terms) has been prepared on the basis that, except as provided in sub-paragraph (ii) below, any offer of Notes in any Member State will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of the Notes. Accordingly any person making or intending to make an offer of the Notes may only do so in:

- (i) in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer; or
- (ii) in the Non-exempt Offer Jurisdiction mentioned in Paragraph 9 of Part B below, provided such person is one of the persons mentioned in Paragraph 9 of Part B below and that such offer is made during the Offer Period specified for such purpose therein.

---

<sup>2</sup> The legend may not be necessary if the managers in relation to the Notes are not subject to UK MiFIR and therefore there are no UK MiFIR manufacturers. Depending on the location of the manufacturers, there may be situations where either the MiFID II product governance legend or the UK MiFIR product governance legend or where both are included.

## PART A – CONTRACTUAL TERMS

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 11 October 2021 which received approval no 21-441 from the *Autorité des Marchés Financiers* (the "**AMF**") in France on 11 October 2021 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [•] which received approval no [•] from the AMF on [•]]<sup>3</sup> which [together] constitute[s] a prospectus for the purposes of Regulation (EU)2017/1129 (the "**Prospectus Regulation**"). 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]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [However, a summary of the issue of the Notes is annexed to these Final Terms.]<sup>4</sup> For so long as any Notes are outstanding, copies of the Base Prospectus [and the supplement[s] to the Base Prospectus] (i) are available for viewing on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and (ii) may be obtained, free of charge, during normal business hours from Électricité de France, 22-30, avenue de Wagram, 75008 Paris, France. [In addition<sup>5</sup>, the Base Prospectus [and the supplement(s) to the Base Prospectus] [is/are] available for viewing [at/on] [•]].

*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 which are the [EMTN 2013 Conditions/ EMTN 2015 Conditions/ EMTN 2016 Conditions/ EMTN 2018 Conditions/ EMTN 2019 Conditions]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and must be read in conjunction with the base prospectus dated 11 October 2021 which received approval no. 21-441 from the AMF in France on 11 October 2021 (the "**Base Prospectus**") [and the supplement[s] to the Base Prospectus dated [•] which received approval no [•] from the AMF in France on [•]], which [together] constitute[s] a prospectus for the purposes of the Prospectus Regulation, save in respect of the [EMTN 2013 Conditions/ EMTN 2015 Conditions/ EMTN 2016 Conditions/ EMTN 2018 Conditions/ EMTN 2019 Conditions]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus and the base prospectus dated [•] [and the supplement(s) to the base prospectus dated [•]]. [However, a summary of the issue of the Notes is annexed to these Final Terms].<sup>6</sup> For so long as any Notes are outstanding, copies of the Base Prospectus [and the supplement(s) to the Base Prospectus] and the base prospectus dated [•] [and the supplement(s) to that base prospectus] (i) are available for viewing on the website of the AMF ([www.amf-france.org](http://www.amf-france.org)) and on the Issuer's website ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)) and (ii) may be obtained, free of charge, during normal business hours from Électricité de France, 22-30, avenue de Wagram, 75008 Paris, France. [In addition<sup>7</sup>, the Base Prospectus [and the supplement(s) to the Base Prospectus] [is/are] available for viewing [at/on] [•]].

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the subparagraphs of the paragraphs, which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]*

1. Issuer: Électricité de France
2. (i) Series Number: [•]  
(ii) Tranche Number: [•]

---

<sup>3</sup> Delete if no supplement is published.

<sup>4</sup> Insert where an issue of Notes with a denomination of less than €100,000 (or its equivalent in another currency as at the date of issue of the relevant Notes) is anticipated.

<sup>5</sup> If the Notes are admitted to trading on a Regulated Market other than Euronext Paris.

<sup>6</sup> Insert where an issue of Notes with a denomination of less than €100,000 (or its equivalent in another currency as at the date of issue of the relevant Notes) is anticipated.

<sup>7</sup> If the Notes are admitted to trading on a Regulated Market other than Euronext Paris.

## Form of Final Terms of the Subordinated Notes

[(iii)] Date on which the Notes become fungible:	[Not Applicable/ The Notes will be assimilated ( <i>assimilées</i> ) and form a single series with the existing [insert description of the Series] issued by the Issuer on [insert date] (the " <b>Existing Notes</b> ") [as from the date of assimilation which is expected to be on or about 40 days after the Issue Date (the " <b>Assimilation Date</b> ") of this Tranche]/[as from the Issue Date of this Tranche].] ( <i>This item applies to fungible issues only</i> )
3. Specified Currency or Currencies:	[•]
4. Aggregate Nominal Amount:	<i>[insert amount or, in case of non-exempt offer, manner [the Issuer's website and free availability at the Issuer's head office] in and date on which such amount to be made public]</i>
[(i) Series:	[•]]
[(ii) Tranche:	[•]]
5. Issue Price:	[•] per cent. of the Aggregate Nominal Amount [plus an amount corresponding to accrued interest from and including [insert date] to, but excluding, [the Issue Date/ insert other date] ( <i>in the case of fungible issues only if applicable</i> )]
6. Specified Denominations: (Condition 1 (b))	[•] <sup>8</sup> ( <i>one (1) denomination only for Dematerialised Notes</i> ) ( <i>For Materialised Notes, attention should be paid to the rules and procedures of the relevant Regulated Market(s) and/or clearing system(s)</i> ).
7. [(i) Issue Date:	[•]]
[(ii) Interest Commencement Date:	[Specify/Issue Date/Not Applicable]]
8. Maturity Date:	[•] [ <i>specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year</i> ] / [Subject to any early redemption described below, the Notes are undated obligations of the Issuer and have no fixed maturity date, but may be redeemed at the option of the Issuer under certain circumstances.]
9. Interest Basis:	[[•] % Fixed Rate]  [[LIBOR/EURIBOR/CMS Rate/SONIA] [+/- [•] % Floating Rate]  [Resettable Notes]  [Fixed/Floating Rate]
10. Deferral of Interest - Optional Interest Payment:	[Applicable/Not Applicable]

<sup>8</sup> Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).

## Form of Final Terms of the Subordinated Notes

---

11. Redemption/Payment Basis: [Redemption at par]
12. Change of Interest Basis: *[Applicable / Not Applicable] (Specify details of any provision for convertibility of Notes into another interest basis, in particular specify the date when any fixed/floating rate change occurs (if any) or refer to paragraphs 15 and 17 below and identify there)*
13. Call Options: [Redemption at the option of the Issuer/Call Option]  
[Make-Whole Redemption by the Issuer]  
[Clean-Up Call Option]  
[Redemption following an Accounting Event]  
[Redemption following an Rating Methodology Event]  
[Redemption following a Gross-Up Event]  
[Redemption following a Withholding Tax Event]  
[Redemption following a Tax Deductibility Event]  
[(further particulars specified below)]
- 14.
- Status of the Notes: Subordinated Notes *(specify details for any provisions of Subordinated Notes notably whether dated or undated)*
- Date of corporate authorisations for issuance of Notes obtained: Resolution of the Board of Directors of the Issuer dated [•], and decision of [Jean-Bernard Lévy, *Président-Directeur Général*], to issue the Notes dated [•] and delegating to [•] the authority to sign the documentation relating to the Notes.

### PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. **Fixed Rate Note Provisions** [Applicable/Not Applicable]
- [In respect of Fixed/Floating Rate Notes: from (and including) [•] to (but excluding) [•]:]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [•] per cent. *per annum* (payable [annually/quarterly/monthly] in arrear on each Interest Payment Date)
- (ii) Interest Payment Date(s): [•] in each year [adjusted in accordance with *[specify Business Day Convention and any applicable Additional Business Centre(s) for the definition of "Business Day"]/not adjusted*]
- (iii) Fixed Coupon Amount[(s)]: [•] per [•] in Nominal Amount
- (iv) Broken Amount(s): [[•]] per [•] in Nominal Amount payable on the Interest Payment Date falling [in/on] [•] *(Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount [(s)])*



## Form of Final Terms of the Subordinated Notes

---

- (v) Day Count Fraction: [•] [Actual/365 – FBF / Actual/Actual – FBF / 30/360 / 360/360 / Bond Basis / Actual/Actual / Actual/Actual – ICMA / Actual/Actual – ISDA / Actual/365 (Fixed) / Actual/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
- (vi) Determination 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. N.B. only relevant where Day Count Fraction is Actual/Actual ([ICMA])*)

## Form of Final Terms of the Subordinated Notes

---

16.	<b>Resettable Note Provisions</b>	[Applicable/Not Applicable]  <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Benchmark Replacement	[Applicable]/[Not Applicable]
	(ii) Initial Rate of Interest:	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other] in [arrear/advance]]
	(iii) Reset Rate:	[Mid-Swap Rate]/[GBP Reference Rate]/[CMT Rate]
	(iv) Broken Amount:	[[●] payable on the Interest Payment Date falling [in/on] [●] / Not Applicable]
	(v) Margin(s):	[●]
	(vi) Interest Payment Date(s):	[●] in each year commencing on [●] and ending on [●]
	(vii) First Reset Date:	[●]
	(viii) Second Reset Date:	[Not Applicable]/[●]
	(ix) Day Count Fraction:	[●] [Actual/365 – FBF / Actual/Actual – FBF / 30/360 / 360/360 / Bond Basis / Actual/Actual / Actual/Actual – ICMA / Actual/Actual – ISDA / Actual/365 (Fixed) / Actual/360 / 30E/360 / Eurobond Basis / 30E/360 (ISDA)]
	(x) Business Day Convention:	[Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
	(xi) Business Centre(s):	[●]
	(xii) Relevant Screen Page:	[●]
	(xiii) Subsequent Reset Dates:	[●]
	(xiv) Mid-Swap Rate:	[Single Mid-Swap Rate]/[Mean Mid-Swap Rate]
	(xv) Original Mid-Swap Rate:	[●]
	(xvi) Mid-Swap Maturity:	[●]
	(xvii) Mid-Swap Floating Leg Benchmark Rate:	[●]
	(xviii) CMT Rate Maturity:	[Not Applicable]/[●]
	(xix) Minimum Rate of Interest:	[Not Applicable]/[●] <sup>9</sup>
	(xx) Maximum Rate of Interest:	[Not Applicable]/[●]
	(xxi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[●]

## Form of Final Terms of the Subordinated Notes

17. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- [In respect of Fixed/Floating Rate Notes: from (and including) [•] to (but excluding) [•]:]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Interest Period(s): [•]
- (ii) Specified Interest Payment Dates/Interest Period Date: [•] in each year, subject to adjustment in accordance with the Business Day Convention set out in (iii) below]
- (iii) Business Day Convention: [Floating Rate Business Day Convention/ Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]
- (iv) Business Centre(s): [•]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ FBF Determination/ ISDA Determination]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [•]
- (vii) FBF Determination: [Applicable/Not Applicable]
- Floating Rate: [•]
- [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(A), insert the relevant interest period(s) and the relevant two rates used for such determination)]*
- Floating Rate Determination Date (*Date de Détermination du Taux Variable*): [•]
- FBF Definitions (if different from those set out in the Conditions): [•]
- (viii) ISDA Determination: [Applicable/Not Applicable]
- Floating Rate Option: [•]
- [If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(B), insert the relevant*

<sup>9</sup>

The Minimum Rate of Interest (including any applicable margin shall not be less than zero.

**Form of Final Terms of the Subordinated Notes**

---

*interest period(s) and the relevant two rates used for such determination)]*

- Designated Maturity: [•]
- Reset Date: [•]
- ISDA Definitions (if different from those set out in the Conditions): [•]
- (ix) Screen Rate Determination: [Applicable] / [Not Applicable]
  - Relevant Time: [•]
  - Interest Determination Date: [[•] [TARGET2] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest Accrual Period/each Interest Payment Date]]
 

*(Where the Reference Rate is SONIA, include the below wording)*

[[•] London Business Days prior to each Interest Payment Date]

*(Where the Reference Rate is SOFR, include the below wording)*

[[•] [U.S. Government Securities Business Day(s)]
  - Primary Source for Floating Rate/Relevant Screen Page: [*Specify relevant screen page or "Reference Banks"*]
 

*(In the case of SOFR, delete this paragraph)*
  - [Calculation Method: [Compounded Daily]/[Weighted Average](*only applicable in the case of SONIA*)
 

[SOFR Arithmetic Mean / SOFR Lockout Compound /SOFR Lookback Compound / SOFR Shift Compound /SOFR Index Average]]  
*(only applicable in the case of SOFR)*
  - Observation Method: [*only applicable in the case of SONIA or SOFR*] [[•] TARGET 2 Business Days/London Banking Days/U.S. Government Securities Business Days] [Not Applicable]]
  - Observation Look-Back Period: [*only applicable in the case of SONIA*] [[•] TARGET 2 Business Days/London Banking Days] [Not Applicable]]
  - [SONIA] Look-back Period: [[*specify*] London Business Days]/[As per the Conditions]/[Not Applicable]]

## Form of Final Terms of the Subordinated Notes

---

*(Include where the Reference Rate is SONIA and ensure that any Early Redemption Amounts include amounts in respect of accrued interest)*

- [SOFR Rate Cut-Off Date: The day that is the [second / [•]] U.S. Government Securities Business Day prior to the Interest Payment Date in relation to the relevant Interest Period.]
- [SOFR Index<sub>Start</sub>: [Not Applicable / [•] U.S. Government Securities Business Day(s)] *(Only applicable in the case of SOFR Index Average)*]
- [SOFR Index<sub>End</sub>: [Not Applicable / [•] U.S. Government Securities Business Day(s)] *(Only applicable in the case of SOFR Index Average)*]
- Reference Banks (if Primary Source is "**Reference Banks**"): [Specify four]
- Relevant Financial Centre: [The financial centre most closely connected to the benchmark—specify if not London]
- Benchmark: [LIBOR/EURIBOR/CMS Rate/SONIA/SOFR]  
  
*[If the Rate of Interest is determined by linear interpolation in respect of an interest period (as per Condition 5(c)(iii)(C), insert the relevant interest period(s) and the relevant two rates used for such determination)]*
- Representative Amount: [Specify if screen or Reference Bank quotations are to be given in respect of a transaction of a specified notational amount]
- Effective Date: [Specify if quotations are not to be obtained with effect from commencement of Interest Accrual Period]
- Specified Duration: [Specify period for quotation if not duration of Interest Accrual Period]
- Reference Currency: [•]
- Designated Maturity: [•]
- Specified Time: [•]
- (x) Margin(s): [+/-][•] per cent. per annum
- (xi) Minimum Rate of Interest: [zero/[•] per cent. per annum]<sup>10</sup>
- (xii) Maximum Rate of Interest: [•] per cent. per annum

---

<sup>10</sup> The Minimum Rate of Interest (including any applicable margin) shall not be less than zero.

## Form of Final Terms of the Subordinated Notes

---

- (xiii) Day Count Fraction: [•]  
— [Benchmark Replacement: Not Applicable]

### PROVISIONS RELATING TO REDEMPTION

18. **Redemption at the option of the Issuer (Call Option)** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•] / [Not Applicable]
- (ii) Residual Redemption Period(s): [Applicable/Not Applicable]
- (iii) Residual Redemption Date(s): [•] / Not Applicable]
- (iv) Optional Redemption Amount(s) of each Note: [•] per Note of [•] Specified Denomination
- (v) Notice period (if other than as set out in the Conditions): [•]
19. **Make-Whole Redemption by the Issuer** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Notice Period<sup>11</sup>: [•]
- (ii) Parties to be notified (if other than set out in Condition 6(c)): [[•] / Not Applicable]
- (iii) Make-whole Redemption Margin: [•]
- (iv) Reference Security: [•]
- (v) Reference Screen Rate: [•]
- (vi) Make-whole Redemption Rate: [•]
- (vii) Relevant time: [•]
- (viii) Reference Dealers: [•]
- (ix) Relevant Government Securities: [UK Gilt] / [German Bund] / [French OAT] / [US Treasuries] / [•]

---

<sup>11</sup> If setting notice periods which are different to those provided in the conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems, as well as any other notice requirements which may apply, for example, as between the Issuer and its Fiscal Agent.

**Form of Final Terms of the Subordinated Notes**

---

20. **Clean-Up Call Option:** [Applicable/ Not Applicable] *(If applicable, specify threshold of the initial aggregate principal amount to which the Clean-Up Call Option apply. The threshold may be 75% or any other higher percentage.)*
21. **Redemption following a Gross-Up Event:** [Applicable/Not Applicable]
22. **Redemption following a Withholding Tax Event:** [Applicable/Not Applicable]
23. **Redemption following a Tax Deductibility Event:** [Applicable/Not Applicable]
24. **Redemption following an Accounting Event:** [Applicable/Not Applicable]
- (i) Initial Accounting Treatment: [Liability]/[Equity]/[•]
25. **Redemption following a Rating Methodology Event:** [Applicable/Not Applicable]
26. **Final Redemption Amount of each Note:** [[•] per Note of [•] Specified Denomination]/[Not Applicable]
27. **Early Redemption Amount:**
- (i) Early Redemption Amount(s) of each Note payable on redemption for taxation reasons: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]
- (ii) Early Redemption Amount(s) of each Note payable on redemption in case of the exercise of the Clean-Up Call Option: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]
- (iii) Early Redemption Amount(s) of each Note payable on redemption following a Gross-Up Event: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]
- (iv) Early Redemption Amount(s) of each Note payable on redemption following a Withholding Tax Event: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]
- (v) Early Redemption Amount(s) of each Note payable on redemption following a Tax Deductibility Event: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]
- (vi) Early Redemption Amount(s) of each Note payable on redemption following an Accounting Event: [[•] per Note of [•] Specified Denomination][until [•] and [•] per Note of [•] Specified Denomination from [•]][Not Applicable]

## Form of Final Terms of the Subordinated Notes

---

(vii) Early Redemption Amount(s) of each Note payable on redemption following a Rating Methodology Event: [[●] per Note of [●] Specified Denomination][until [●] and [●] per Note of [●] Specified Denomination from [●]][Not Applicable]

### GENERAL PROVISIONS APPLICABLE TO THE NOTES

28. Form of Notes: [Dematerialised Notes/Materialised Notes] (*Materialised Notes are only in bearer form*) [Delete as appropriate]
- (i) Form of Dematerialised Notes: [Not Applicable/if Applicable specify whether] [Bearer dematerialised form (*au porteur*)/[fully/administered] Registered dematerialised form (*au nominative* [pur/administré])]
- (ii) Registration Agent: [Not Applicable/if applicable give names and details] (*Note that a Registration Agent must be appointed in relation to Registered Dematerialised Notes only*)
- (iii) Temporary Global Certificate: [Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Bearer Notes on [●] (the "**Exchange Date**"), being 40 days after the Issue Date subject to postponement as provided in the Temporary Global Certificate]
- (iv) Identification of Noteholders (Condition 1 (c) (v)): [Not Applicable]/[Applicable]
- (v) Applicable TEFRA exemption (or successor exemption): [C Rules/D Rules/Not Applicable] (*Only applicable to Materialised Notes*)
29. Financial Centre(s): [Not Applicable/give details] (*Note that this item related to the date and place of payment, and not interest payment dates and interest period end dates, to which item 15(iv) relates.*)
30. Talons for future Coupons to be attached to Definitive Notes (and dates on which such Talons mature): [Yes/No. *If yes, give details*]
31. Redenomination, renominatisation and reconventioning provisions: [Not Applicable/The provisions in Condition 1 apply]
32. Consolidation provisions: [Not Applicable/The provisions in Condition 14 apply/The provisions annexed to these Final Terms apply]
33. Masse (Condition 11): [The provisions [in Condition 11.10]/[in Condition 11.11] apply]

Name and address of the Representative: [●]



**Form of Final Terms of the Subordinated Notes**

---

[Name and address of the alternate Representative: [•]]

[The Representative will receive no remuneration / The Representative will receive a remuneration of [•]]

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms. [(*Relevant third party information*) has been extracted from (*specify source*). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (*specify source*), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....

Duly authorised

**PART B – OTHER INFORMATION**

1. **LISTING**

- (i) Listing: [Euronext Paris/other (specify)/None]
- (ii) Admission to trading: [Application has been made for the Notes to be admitted to trading on [•] with effect from [•].] [Not Applicable.]
- (Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [insert amount or, if relevant, manner in and date on which such amount to be made public]

2. **RATINGS**

- Ratings: The Notes to be issued have been rated:
- [S&P: [•]]  
[Moody's: [•]]  
[[Other]: [•]]
- [The Notes to be issued have not been rated.]
- [Insert legal name of particular credit rating agency entity providing rating]* is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the "EU CRA Regulation").
- [[Insert legal name of particular credit rating agency entity providing rating]* appears on the latest update of the list of registered credit rating agencies (as of [insert date of most recent list]) on the ESMA website <http://www.esma.europa.eu>.
- [The rating *[Insert legal name of particular credit rating agency entity providing rating]* has given to the Notes is endorsed by *[insert legal name of credit rating agency]*, which is established in the UK and registered under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /*[[Insert legal name of particular credit rating agency entity providing rating]* has been certified under Regulation (EU) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").] /*[[Insert legal name of particular credit rating agency entity providing rating]* has not been certified under Regulation (EU) No 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**") and the rating it has given to the Notes is not endorsed by a credit rating agency established in

the UK and registered under the CRA Regulation (UK).]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

*[Need to include a brief explanation of the ratings if this has previously been published by the rating provider.]*

**[The following paragraphs in italics do not form part of the Terms and Conditions of the Subordinated Notes.**

**Considerations regarding redemption and repurchase of the Notes:**

*The Issuer intends (without thereby assuming a legal obligation) at any time that it will (a) redeem or (b) repurchase the Notes only to the extent the aggregate principal amount of the Notes to be redeemed or repurchased does not exceed the net proceeds received by the Issuer or any Subsidiary of the Issuer prior to or on the date of such redemption or repurchase from the sale or issuance by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) of securities which are assigned by S&P at the time of sale or issuance, an aggregate "equity credit" (or such similar nomenclature used by S&P from time to time) that is equal to or greater than the "equity credit" assigned to the Notes to be redeemed or repurchased at the time of their issuance (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes), unless*

*- the credit rating or the stand-alone credit profile assigned by S&P to the Issuer is at least the same as or higher than the credit rating or stand-alone credit profile assigned to the Issuer on the date when the most recent additional hybrid security was issued (excluding refinancings without net new issuance) and the Issuer is of the view that such rating would not fall below this level as a result of such redemption or repurchase, or*

*- in the case of a repurchase or a redemption, taken together with other relevant repurchases or redemptions of hybrid securities of the Issuer, such repurchase or redemption is less than (x) 10 (ten) per cent of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of 12 consecutive months or (y) 25 (twenty-five) per cent of the aggregate principal amount of the Issuer's outstanding hybrid securities in any period of ten consecutive years, provided that such repurchase or redemption has no materially negative effect on the Issuer's credit profile, or*

*- if the Notes are not assigned an "equity credit" (or such similar nomenclature then used by S&P at the time of such redemption or repurchase), or*

*- the Notes are redeemed pursuant to a Rating Methodology Event, Accounting Event, Withholding Tax Event, Tax Gross-up Event or a Tax Deductibility Event, or*

*- in the case of a repurchase, such repurchase relates to an aggregate principal amount of Notes which is less than or equal to the excess (if any) above the maximum aggregate principal amount of the Issuer's hybrid capital to which S&P then assigns equity content under its prevailing methodology, or*

*- any such redemption or repurchase occurs on or after [\*\*\*].]*

**3. [NOTIFICATION**

*The AMF in France [has been requested to provide/has provided - include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval*

attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation.]

4. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER**

*(Need to include a description of any interest, including conflicting ones, 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 disclosed in ["Subscription and Sale"] 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]*

5. **[OTHER ADVISORS**

*If advisors are mentioned in these Final Terms, include a declaration which specifies the capacity in which the advisors have acted.]]*

6. **REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i)] Reasons for the offer: [The net proceeds from each issue of Notes will be applied by the Issuer for [its general corporate purposes/specify any other reasons.]]/[The Notes constitute [Green Bonds]/[Social Bonds]/[\*] and the net proceeds will be used to finance and/or refinance [in whole or in part] one or more of the projects included in the [Green Eligible Projects]/[Social Eligible Projects]/[Green Eligible Projects and Social Eligible Projects] pursuant to the Framework which is available on the website of the Issuer ([\*]) and described below:

*[Describe specific projects included in the Green Eligible Projects and/or Social Eligible Projects and/or availability of Second Party Opinion and any relevant third party opinions and/or where the information can be obtained]]*

[(ii)] Estimated net proceeds: *[insert amount or, if relevant, manner in and date on which such amount to be made public]*

*(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)*

[(iii)] Estimated total expenses: *[insert amount or, if relevant, manner in and date on which such amount to be made public]* [Include breakdown of expenses]

7. **[FIXED RATE NOTES ONLY – YIELD**

Indication of yield: [\*]

*[yield gap of [\*]% in relation to tax free government bonds of an equivalent duration]*

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

8. **[FLOATING RATE NOTES ONLY – HISTORIC INTEREST RATES**

Performance of interest rates: Details of performance of [LIBOR/EURIBOR/other] rates can be obtained [but not] free of charge from [Reuters / other / *give details of electronic means of obtaining the details of performance*].

[Benchmarks: [Amounts payable under the Notes will be calculated by reference to [specify the applicable benchmark] 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 Regulation (EU) 2016/1011, as amended (the "**Benchmarks Regulation**")]/[the Financial Conduct Authority in the United Kingdom pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK BMR**")]. [As far as the Issuer is aware, the transitional provisions in Article 51 of the [Benchmarks Regulation]/[UK BMR] apply, such that [•] is not currently required to obtain authorisation or registration (or, if located outside the [European Union]/[UK], recognition, endorsement or equivalence).]]

9. **[PLACING AND UNDERWRITING]**

[Not Applicable]<sup>12</sup>

Consent of the Issuer to use the Base Prospectus during the Offer Period: [Not Applicable / Applicable with respect to any Authorised Offeror specified below]

Authorised Offeror(s) in various countries where the offer takes place: [Not Applicable / Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/ Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the Issuer to use the Base Prospectus"]

Conditions attached to the consent of the Issuer to use the Base Prospectus: [Not Applicable / Where the Issuer has given a general consent to any financial intermediary to use the Base Prospectus, specify any additional conditions to or any condition replacing those set out in the Base Prospectus. Where Authorised Offeror(s) have been designated herein, specify any condition

Indication of the material features of the agreements, including the quotas: [•]

---

<sup>12</sup> Not required for Notes with a denomination of at least €100,000.

## Form of Final Terms of the Subordinated Notes

---

When the underwriting agreement has been or will be reached: [•]

### 10. DISTRIBUTION

(i) Method of distribution: [Syndicated/Non-syndicated]

(ii) If syndicated: [Not Applicable/give names]

(A) Names and addresses of Managers: *(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers)*

(B) Stabilising Manager(s) if any: [Not Applicable/give name]

(iii) If non-syndicated, name and address of Manager: [Not Applicable/give name]

(iv) Total commission and concession [•] per cent. of the Aggregate Nominal Amount

(v) US Selling Restrictions (Categories of potential investors to which the Notes are offered): Reg. S Compliance Category 2 applies to the Notes; [TEFRA C] / [TEFRA D]/[TEFRA not applicable]

(vi) Non-exempt offer: [Not Applicable] / [An offer of the Notes may be made by the Managers [and [specify names of other financial intermediaries / placers making non-exempt offers, to the extent known OR consider a generic description of other parties involved in non-exempt offers (e.g. "other parties authorised by the Managers") or (if relevant) note that other parties may make non-exempt offers in the Non-exempt Offer Jurisdictions during the Offer Period, if not known]] (together with the Managers, the "**Financial Intermediaries**") other than pursuant to Article 3(2) of the Prospectus Regulation in [specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)] ("**Non-exempt Offer Jurisdictions**") during the period from [specify date] until [specify date or a formula such as "the Issue Date" or "the date which falls [•] Business Days thereafter"] ("**Offer Period**").

(vii) Prohibition of Sales to EEA Retail Investors: [Not Applicable/Applicable]

*If the Notes do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no KID will be prepared, "Applicable" should be specified. For the purpose of the above, a "packaged" product shall designate a "packaged retail investment product" which means in accordance with*

*Regulation (EU) No 1286/2014 of 26 November 2014 (as it forms part of UK domestic law by virtue of the European Union Withdrawal Agreement, in respect of UK retail investors) an investment, where, regardless of the legal form of the investment, the amount repayable to the retail investor is subject to fluctuations because of exposure to reference values or to the performance of one or more assets which are not directly purchased by the retail investor).*

**11. OPERATIONAL INFORMATION**

ISIN Code: [•]

Common code: [•]

Any clearing system(s) other than Euroclear France, Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]

Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment: [Not Applicable/give name(s), address(es) and description]

[Common Depository: [•]]

Registrar: [Principal Registrar/Alternative Registrar - Specify]

The aggregate principal amount of Notes issued has been translated into Euro at the rate of [•] producing a sum of: [Not Applicable/give details]

**12. TERMS AND CONDITIONS OF THE OFFER**

[Applicable<sup>13</sup> / Not applicable] [If not applicable, delete the remaining sub- paragraphs of this paragraph]

Offer Period: The period from [•] until [•]

Offer Price: [Issue Price][specify]

*(Where an indication of the expected price cannot be given, add a description of the method of determining the price, pursuant to Article 17 of the*

---

<sup>13</sup> Applicable only for Non-exempt Offer issues.

## Form of Final Terms of the Subordinated Notes

---

*Prospectus Regulation, and the process for its disclosure)*

Conditions to which the offer is subject: [Not applicable/*give details*]

Time Period / Description of the application process: [Not applicable/*give details*]

Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants: [Not applicable/*give details*]

Details of the minimum and/or maximum amount of application: [Not applicable/*give details*]

Details of the method and time limits for paying up and delivering the Notes: [Not applicable/*give details*]

Manner in and date on which results of the offer are to be made public: [Not applicable/*give details*]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not applicable/*give details*]

Various categories of potential investors to which the securities are offered: [Not applicable/*give details*]

If the offer is being made simultaneously in the markets of two or more countries, and if tranche(s) have been reserved for certain countries, indication of any such tranche(s): [Not applicable/*give details*]

Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made: [Not applicable/*give details*]

Amount of any expenses and taxes specifically charged to the subscriber or purchaser: [Not applicable/*give details*]

*(Where the Issuer is subject to Regulation (EU) 1286/2014 and to the extent that they are known, include those expenses contained in the price)*



**[ANNEX – ISSUE SPECIFIC SUMMARY]**

***[Issue specific summary to be inserted completed and annexed to the Final Terms of the Notes having a denomination of less than €100,000]***

### SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in the amended and restated dealer agreement dated 11 October 2021 entered into between the Issuer and the Dealers (as amended or supplemented from time to time, the "**Amended and Restated Dealer Agreement**"), the Notes will be offered on a continuous basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, as determined by the relevant Dealer, at the time of such resale. The Notes may also be placed by the Issuer through the Dealers, acting as agents of the Issuer. The Amended and Restated Dealer Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for their expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Amended and Restated Dealer Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

#### United States of America

The Notes have not been and will not be registered under the U.S. 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 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 the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act ("**Regulation S**").

Materialised Bearer Notes 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 and regulations thereunder.

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that, except as permitted by the Amended and Restated Dealer Agreement, it will not offer, sell or, in the case of Materialised Bearer Notes, deliver Notes, (i) as part of their distribution at any time or (ii) otherwise until 40 days after the completion of the distribution of any identifiable Tranche as determined, and certified to the Issuer, by the Fiscal Agent, or in the case of Notes issued on a syndicated basis, the Lead Manager, 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.

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

In addition, until 40 days after the later of commencement of the offering and the date of closing of the offering of any identifiable Notes, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such 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

## Subscription and Sale

---

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.

### Prohibition of Sales to European Economic Area Retail Investors

If the Final Terms in respect of any Notes specify "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", 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 it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State of the European Economic Area ("**EEA**") (each a "**Member State**") except that it may make an offer of such Notes to the public in that Member State at any time in circumstances falling within Article 1(4) of the Prospectus Regulation

If the Final Terms in respect of any Notes specify the "Prohibition of Sales to EEA Retail Investors" as "Applicable", 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 the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA.

For the purposes of this provision:

- the expression "**retail investor**" means a person who is one (or more) of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of the Directive (EU) 2016/97 (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; or
- (iii) not a qualified investor as defined in the Prospectus Regulation;

- the expression "**offer**" in relation to any Notes in any Member State means a communication to persons in any form and by any means, presenting 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 for the Notes and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

### Prohibition of Sales to 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 United Kingdom.

For the purposes of this provision, the expression "**retail investor**" means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 as amended (the "**EUWA**"); or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or

## Subscription and Sale

---

- (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

For the purposes of this provision, the expression “**offer**” in relation to any Notes means 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 for the Notes and the expression “**UK Prospectus Regulation**” means Regulation (EU) 2017/1129, as it forms part of UK domestic law by virtue of the EUWA.

### Other regulatory restrictions in the United Kingdom

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

- (a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an 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) 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.

### Public Offer Selling Restriction under the Prospectus Regulation

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable" and in relation to each Member State of the EEA, 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 made and will not make an offer of Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that relevant Member State:

- (i) if the Final Terms specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, **provided that** (i) the Issuer has given its written consent and (ii) any such prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable;
- (ii) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (iii) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

## Subscription and Sale

---

- (iv) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

**provided that** no such offer of Notes referred to in (ii) to (iv) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means 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 and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129.

### France

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

- (a) *Offer to the public in France not exempted from the obligation to publish a prospectus:*

An offer of Notes to the public in France which is not exempted from the obligation to publish a prospectus set out in Article 3.1 of the Prospectus Regulation and the distribution or causing to be distributed to the public in France of this Base Prospectus, any relevant Final Terms or any other offering material relating to such an offer of Notes, will only be made in the period beginning on the date of publication of the Base Prospectus which has been approved by the competent authority of a Member State of the EEA and notified to the *Autorité des marchés financiers* ("**AMF**") in France, and ending at the latest on the date which is 12 months after the date of the approval of the Base Prospectus, all in accordance with Articles L.412-1 and L.621-8 of the French *Code monétaire et financier* and the *Règlement général* of the AMF, or

- (b) *Offer to the public in France exempted from the obligation to publish a prospectus:*

Notes may not be offered or sold, directly or indirectly, to the public in France, nor may the Base Prospectus, any relevant Final Terms or any other offering material relating to the offer of Notes be distributed or caused to be distributed in France other than to qualified investors (*investisseurs qualifiés*) as defined in Article L.411-2 1° of the French *Code monétaire et financier*.

### 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.

### 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 (except for Notes which are a "structured product" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) other than (i) to "professional investors" as defined in the Securities and Futures Ordinance and any rules made under that Ordinance; or (ii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions)

## Subscription and Sale

---

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 in 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" within the meaning of the Securities and Futures Ordinance and any rules made under the Securities and Futures Ordinance.

### 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, that the Notes are not being offered or sold and may not be offered or sold directly or indirectly in the PRC, for such purposes, not including the Hong Kong Special Administrative Region, Macau Special Administrative Regions and Taiwan, except as permitted by the securities laws and regulations of the PRC.

### 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 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 an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or 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 any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of 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 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 or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six (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 to any person arising from an offer referred to in Section 275(1A) or 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) as specified in Section 276(7) of the SFA; or

## Subscription and Sale

---

- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

### General

These selling restrictions may be modified or supplemented by the agreement of the Issuer and the Dealers, in particular following a change in a relevant law, regulation or directive. Any such modification or supplement will be set out in a Supplement to the Base Prospectus.

Save as stated herein, no action has been taken in any jurisdiction that would permit an offer to the public of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required. Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold or resold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale or resale.

Each Dealer has agreed (and each further Dealer appointed under the Programme will be required to agree) that it will, to the best of its knowledge, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and obtain any consent, approval or permission required for the purchase, offer, sale, or delivery of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchase, offer, sale or delivery and neither the Issuer nor any other Dealer shall have responsibility therefor.

Each of the Dealers and the Issuer has represented and agreed that Materialised Notes may only be issued outside France.

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by the Issuer, the Dealers or any of them that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer.

## GENERAL INFORMATION

1. This Base Prospectus received the approval no. 21-441 on 11 October 2021 from the AMF. The AMF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer. Such approval shall not be considered as an endorsement of the Issuer or of the quality of the Notes which are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.
2. This Base Prospectus shall be valid for admission to trading of Notes on a Regulated Market for twelve (12) months after the approval by the AMF, until 11 October 2022, provided that it is 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.
3. No authorisation procedures are required of Électricité de France by French law for the update of the Programme. To the extent that Notes issued under the Programme constitute *obligations* under French law, the issue of such Notes shall be authorised in accordance with French law. A resolution of the Board of Directors (*Conseil d'administration*) dated 16 December 2020 authorises the issue of Notes up to a maximum aggregate amount of €15 billion from 1 January 2021 to 31 December 2021.
4. Save as disclosed in this Base Prospectus, neither the Issuer nor any of its fully consolidated subsidiaries is or has 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 a period covering at least the previous twelve (12) months which may have, or have had in the recent past, significant effects on the financial position or profitability of the Issuer or any of its fully consolidated subsidiaries.
5. Since 31 December 2020, and save as disclosed in this Base Prospectus, there has been no material adverse change in the prospects of the Issuer. Since 30 June 2021, and save as disclosed in this Base Prospectus, there has been no significant change in the financial position or financial performance of the Issuer and the Group.
6. As at the date of this Base Prospectus, to the extent known by the Issuer, no conflict of interest is identified between the duties of the members of the Board of Directors (*Conseil d'administration*) and the Chief Executive Officer (*Président-Directeur Général*) with respect of the Issuer and their private interest and other duties.
7. Notes will 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 is 1 boulevard du Roi Albert II, 1210 Bruxelles, Belgium and the address of Clearstream is 42 avenue John Fitzgerald Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

8. Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) will be 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.

9. The 2019 Consolidated Financial Statements and the 2020 Consolidated Financial Statements have been audited by Deloitte & Associés and KPMG SA, independent



auditors of the Issuer, as set forth, respectively, in the 2019 Statutory Auditors' Report and the 2020 Statutory Auditors' Report. The 2021 Half-Year Financial Statements have been subject to a limited review by Deloitte & Associés and KPMG SA, as set forth in the 2021 statutory auditors' limited review report. Both Deloitte & Associés and KPMG SA, are members of the *Compagnie nationale des commissaires aux comptes*.

10. The Amended and Restated Agency Agreement will be available for inspection, during usual business hours on any weekday (Saturdays and public holidays excepted), at the office of the Fiscal Agent, the Paying Agents and the following documents can be inspected on the website of the Issuer ([www.edf.fr/groupe-edf](http://www.edf.fr/groupe-edf)):
  - (i) the up-to-date articles of association (*statuts*) of the Issuer;
  - (ii) the Amended and Restated Agency Agreement;
  - (iii) Final Terms for Notes that are admitted to trading on Euronext Paris and/or any other Regulated Market; and
  - (iv) a copy of this Base Prospectus together with any Supplement to this Base Prospectus and any document incorporated by reference or further Base Prospectus.
11. In connection with the issue of any Tranche, 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 applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Final Terms of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or person(s) acting on behalf of any Stabilising Manager(s)) in accordance with applicable laws and rules.
12. In addition, liquidity provider(s) may be appointed in connection with the issue of any Tranche, in which case the applicable Final Terms will include all relevant details regarding the entity(ies) which have a firm commitment to act as intermediary(ies) in secondary trading.
13. All references in this Base Prospectus to "€", "**EUR**", "**Euro**" and "**euro**" are to the single currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended, those to "\$", "**USD**", "**U.S.\$**", "**dollars**", "**U.S. dollars**" and "**United States dollars**" are to the currency of the United States of America, those to "£", "**GBP**", "**Sterling**", "**Pound Sterling**" and "**pounds**" are to the currency of the United Kingdom, those to "¥", "**Japanese yen**" and "**yen**" are to the currency of Japan, and references to "**Renminbi**" or "**RMB**" are to the currency of the People's Republic of China, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan (the "**PRC**").
14. Unless otherwise provided, all references in this Base Prospectus to a "day" shall be to a calendar day.
15. In respect of any Tranche of Fixed Rate Notes, an indication of the expected yield on the Notes shall be specified in the applicable Final Terms. The yield shall be calculated on the Issue Date of the Notes based on the Issue Price. The specified yield shall be calculated as being the yield to maturity on the Issue Date of the Notes and shall not be an indication of future yields.

16. Amounts payable on Floating Rate Notes may be calculated by reference to one or more "benchmarks" for the purposes of the Benchmarks Regulation or UK BMR. In this case, a statement will be included in the applicable Final Terms as to whether or not the relevant administrator of the "benchmark" is included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation or in the FCA's register of administrators under Article 36 of the UK BMR, as the case may be.
17. This Base Prospectus (including the documents incorporated by reference) contains certain statements that are forward-looking including statements with respect to the Issuer's business strategies, expansion and growth of operations, trends in its business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "believe", "expect", "project", "anticipate", "seek", "estimate" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. These forward-looking statements do not constitute profit forecasts or estimates under the Commission Delegated Regulation (EU) 2019/980 supplementing the Prospectus Regulation.
18. The Legal Entity Identifier of the Issuer is 549300X3UK4GG3FNMO06.
19. All or some of the Dealers and their respective affiliates have and/or may in the future engage, in investment banking, commercial banking and other financial advisory and commercial dealings with the Issuer and its affiliates and in relation to securities issued by the Issuer or any of its affiliates. They have or may (i) engage in investment banking, trading or hedging activities including activities that may include prime brokerage business, financing transactions or entry into derivative transactions, (ii) act as underwriters in connection with offering of shares or other securities issued by the Issuer or any of its affiliates or (iii) act as financial advisers to the Issuer or any of its affiliates. In the context of these transactions, certain of such Dealers and their respective affiliates have or may hold shares or other securities issued by the Issuer or any of its affiliates. Where applicable, they have or will receive customary fees and commissions for these transactions. The Dealers and their respective 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. Where there is a lending relationship between the Issuer and one or several Dealers, it cannot be excluded that all or part of the proceeds of any issue of Notes be used to repay or reimburse all or part of such loans.

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of Notes and the Noteholders, including with respect to certain discretionary determinations and judgements that such calculation agent may make pursuant to the Terms and Conditions of the Senior Notes and of the Subordinated Notes that may influence the amount receivable upon redemption of the Notes.

20. Any websites included in this Base Prospectus are for information purposes only and the information in such websites does not form part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus.

**PERSONS RESPONSIBLE FOR THE INFORMATION  
GIVEN IN THE BASE PROSPECTUS**

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

**Électricité de France**

22-30 avenue de Wagram  
75008 Paris  
France

Duly represented by M. Jean-Bernard Lévy  
Chief Executive Officer

Dated 11 October 2021

---

M. Jean-Bernard Lévy  
Chief Executive Officer  
Électricité de France



*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 within the meaning of Regulation (EU) 2017/1129.*

*This approval is not 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.*

*This Base Prospectus has been approved on 11 October 2021 and is valid until 11 October 2022 and shall, during this period and in accordance with the provisions of article 23 of the 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. This Base Prospectus obtained the following approval number: n°21-441.*

**REGISTERED OFFICE OF THE ISSUER**

**Électricité de France**  
22-30, avenue de Wagram  
75008 Paris

**ARRANGER FOR THE PROGRAMME**

**BNP Paribas**  
16 boulevard des Italiens  
75009 Paris  
France

**DEALERS**

**BNP Paribas**  
16 boulevard des Italiens  
75009 Paris  
France

**Crédit Agricole Corporate and Investment  
Bank**  
12, Place des Etats-Unis – CS 70052  
92547 Montrouge Cedex  
France

**Société Générale**  
29, boulevard Haussmann  
75009 Paris  
France

**Fiscal Agent, Principal Paying Agent, Paris Paying Agent,  
Redenomination Agent, Consolidation Agent and Calculation Agent**

**Société Générale**  
32, rue du Champ de Tir  
CS 30812  
44308 Nantes Cedex 03  
France

**Make-Whole Calculation Agent**

**Aether Financial Services**  
36, rue de Monceau  
75008 Paris  
France

**AUDITORS OF THE ISSUER**

**Deloitte & Associés**  
6, place de la Pyramide  
92908, Paris-la-Défense Cedex

**KPMG S.A.**  
Tour Eqho  
2 Avenue Gambetta  
92 066 Paris La Défense Cédex

**LEGAL ADVISERS**

*To the Issuer*

**Hogan Lovells (Paris) LLP**  
17, avenue Matignon  
CS 30027  
75008 Paris  
France

*To the Dealers*

**Clifford Chance Europe LLP**  
1, rue d'Astorg  
CS 60058  
75377 Paris Cedex 08  
France