



DANONE
€13,000,000,000
Euro Medium Term Note Programme

Under the Euro Medium Term Note Programme (the “**Programme**”) described in this document (the “**Base Prospectus**”), Danone (“**Danone**” or the “**Issuer**”), 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 “**Unsubordinated Notes**”) or as dated or undated deeply subordinated notes (the “**Deeply Subordinated Notes**”), in each case, as specified in the relevant Final Terms. The aggregate nominal amount of Notes outstanding will not at any time exceed €13,000,000,000 (or the equivalent in other currencies) and may be denominated in any currency. The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Final Terms save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in a Member State of the European Economic Area (“**EEA**”) in circumstances which require the publication of a Base Prospectus under the Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) (given that any exemption regime, as set out in the Prospectus Regulation, could apply in contemplation of the relevant issue) will be at least €100,000 (or the equivalent amount in any other currency at the issue date).

This Base Prospectus supersedes and replaces the Base Prospectus dated 28 March 2024 and shall be in force for a period of one year as of the date of its approval by the French Autorité des marchés financiers (the “**AMF**”). 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event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.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 France 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 either the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

Application may be made to Euronext Paris for the period of 12 months from the date of the approval of this Base Prospectus by the AMF for Notes issued under the Programme to be listed and admitted to trading on Euronext Paris and/or to the competent authority of any other Member State of EEA for Notes issued under the Programme to be listed and admitted to trading on a Regulated Market (as defined below) in such Member State. Euronext Paris is a regulated market for the purposes of the Markets in Financial Instruments Directive 2014/65/EU, as amended (a “**Regulated Market**”).

However, Notes that are not listed and admitted to trading on a Regulated Market may also be issued pursuant to the Programme.

The relevant final terms (the “**Final Terms**”) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed and admitted to trading and if so, the relevant Regulated Market in the EEA.

Danone may be replaced and substituted by any of its Subsidiaries (as defined in Condition 16) as principal debtor (the “**Substituted Issuer**”) in respect of any Notes, subject to the satisfaction of certain conditions described in Condition 16.

Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or, in respect of Unsubordinated Notes only, in materialised form (“**Materialised Notes**”), as more fully described herein.

Dematerialised Notes may, at the option of the Issuer, be (a) in bearer form (au porteur) inscribed as from the issue date in the books of Euroclear France (“**Euroclear France**”) (acting as central depository) which shall credit the accounts of Account Holders (as defined in “Terms and Conditions of the Notes-Form, Denomination(s), Title and Redenomination”) including Euroclear Bank SA/NV (“**Euroclear**”) and the depository bank for Clearstream Banking, S.A. (“**Clearstream**”) or (b) in registered form (au nominatif) and, in such latter case, at the option of the relevant Noteholder (as defined in Condition 1(c)(iv)), in either fully registered form (au nominatif pur), in which case they will be inscribed either with the Issuer or with the registration agent (designated in the relevant Final Terms) for the Issuer, or in administered registered form (au nominatif administré) in which case they will be inscribed in the accounts of the Account Holders designated by the relevant Noteholders.

Dematerialised Notes will at all times be in book entry form in compliance with Articles L.211-3 and R.211-1 of the French Code monétaire et financier. No physical documents of title will be issued in respect of the Dematerialised Notes.

Materialised Notes will be in bearer form only and may only be issued outside France. A temporary global certificate in bearer form without interest coupons attached (a “**Temporary Global Certificate**”) will initially be issued in connection with Materialised Notes. Such Temporary Global Certificate will subsequently be exchanged for definitive Materialised Notes in bearer form with, where applicable, coupons for interest and talons attached on or after a date expected to be on or about the 40th calendar day after the issue date of the Notes (subject to postponement as described in “Temporary Global Certificates issued in respect of Materialised Bearer Notes”) upon certification as to non-U.S. beneficial ownership as more fully described herein.

Temporary Global Certificates will (a) in the case of a Tranche (as defined below) intended to be cleared through Euroclear and/or Clearstream, be deposited on the issue date with a common depository on behalf of Euroclear and/or Clearstream and (b) in the case of a Tranche intended to be cleared through a clearing system other than or in addition to Euroclear and/or Clearstream or delivered outside a clearing system, be deposited as agreed between the Issuer and the relevant Dealer (as defined below).

The Programme has been rated Baa1 (senior unsecured) by Moody’s Italia S.r.l. (“**Moody’s**”). The long-term debt of the Issuer is currently rated Baa1 (stable outlook) by Moody’s and BBB+ (stable outlook) by S&P Global Ratings Europe Limited (“**S&P**”). Each of Moody’s and S&P is established in the European Union and is registered under Regulation (EC) No 1060/2009 on credit rating agencies (as amended) (the “**CRA Regulation**”). Each of Moody’s and S&P is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority’s website (www.esma.europa.eu/supervision/credit-rating-agencies/risk) as of the date of this Base Prospectus. Moody’s and S&P are not established in the United Kingdom and are not registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”) (the “**UK CRA Regulation**”). However, the ratings of the long-term debt of the Issuer have been endorsed by Moody’s Investors Service Ltd and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody’s and S&P may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. Notes issued under the Programme may be rated or unrated. The rating, if any, will be specified in the relevant Final Terms. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Issuer. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. 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.

The final terms of the relevant Notes will be determined at the time of the offering of each Tranche based on the then prevailing market conditions and will be set out in the relevant Final Terms.

This Base Prospectus and the documents incorporated by reference in this Base Prospectus shall be published on and may be obtained from the website of the Issuer (www.danone.com).

Prospective investors should carefully review and consider the section of this Base Prospectus entitled “Risk Factors” prior to purchasing any Notes.

Arranger
BNP PARIBAS

Dealers

BARCLAYS
CITIGROUP
HSBC
J.P. MORGAN
NATIXIS
SANTANDER CORPORATE & INVESTMENT BANKING

BNP PARIBAS
CRÉDIT AGRICOLE CIB
ING
MUFG
NATWEST
SOCIÉTÉ GÉNÉRALE CORPORATE & INVESTMENT BANKING

IMPORTANT NOTICE

*This document constitutes a base prospectus for the purpose of Article 8 of the Prospectus Regulation and for the purpose of giving information with regard to the Issuer, the Issuer and its subsidiaries taken as a whole (the “**Group**”) and the Notes which, according to the particular nature of the Issuer and the Notes, contains the necessary information which is material to investors for making an informed assessment of the assets and liabilities, profits and losses, financial position, 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 hereto published from time to time and with any other documents incorporated by reference (see “**Documents Incorporated by Reference**”) and, each of which shall be incorporated in, and form part of this Base Prospectus 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 Final Terms being together, the “**Prospectus**”.*

*The information on any websites included in this Base Prospectus do not form part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus. No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, or any of the Dealers or the Arranger (each as defined in the “**General Description of the Programme**”). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Group since the date hereof 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 position of the Issuer or of the Group since the date hereof or 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 as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.*

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 or the Dealer(s) 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.

None of the Issuer, the Dealer(s) or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Notes by a prospective investor of the Notes, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective investor with any law, regulation or regulatory policy applicable to it.

Inflation Linked Notes are not in any way sponsored, endorsed, sold or promoted by the INSEE or Eurostat, as the case may be, and the INSEE or Eurostat, makes no warranty or representation whatsoever, express or implied, either as to the results to be obtained from the use of any of the Inflation Indices and/or the figure at which such indices stand at any particular time. The Inflation Indices are determined, composed and calculated by the INSEE or Eurostat, as the case may be, without regard to the Issuer or the Notes. The INSEE or Eurostat, as the case may be, is not responsible for or has not participated in the determination of the timing of, prices

of, or quantities of the Inflation Linked Notes to be issued or in the determination or calculation of the interest payable under such Notes.

None of the Issuer, the Dealer(s) or any of their respective affiliates makes any representation as to the Inflation Indices (as defined herein). Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to the Inflation Indices that is or may be material in the context of Inflation Linked Notes. The issue of Inflation Linked Notes will not create any obligation on the part of any such persons to disclose to the Noteholders or any other party such information (whether or not confidential).

All or some of the Dealers and, as the case may be, the calculation agent, and their affiliates have and/or may in the future engage, in lending, 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 any entity of the Group. 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 any entity of the Group. In the context of these transactions, certain of such Dealers have or may hold shares or other securities issued by entities of the Group. Where applicable, they have or will receive customary fees and commissions for these transactions.

Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. The Issuer may from time to time be engaged in transactions involving an index or related derivatives which may affect the market price, liquidity or value of the Notes.

Potential conflicts of interest may arise between the calculation agent, if any, for a Tranche of Notes and the Noteholders (including where a Dealer acts as calculation agent), including with respect to certain discretionary determinations and judgements that such calculation agent may make pursuant to the Terms and Conditions that may influence the amount receivable upon redemption of the Notes. In particular, whilst a calculation agent will, as the case may be, have information barriers and procedures in place to manage conflicts of interest, it may in its other banking activities from time to time be engaged in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes.

In considering whether to invest in Notes denominated in Renminbi (“**RMB Notes**”), investors should consult their individual tax advisers with regard to the application of People’s Republic of China (“**PRC**”) tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions.

The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by law. No Notes may be offered or sold, directly or indirectly, and none of this Base Prospectus, 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 comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the EEA, in the United States, the United Kingdom, Japan, France,

Italy, Belgium, Hong-Kong, PRC, Singapore and Switzerland. For a description of certain restrictions on offers and sales of Notes and distribution of this Base Prospectus, see “Subscription and Sale” below.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), or with any securities regulatory authority of any state or other jurisdiction of the United States, and the Notes may include Materialised Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered or sold or, in the case of Materialised Notes in bearer form, delivered within the United States or to or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”) or, in the case of Materialised Notes in bearer form, the U.S. Internal Revenue Code of 1986, as amended (the “**U.S. Internal Revenue Code**”)).

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY 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 19 of the Guidelines published by the European Securities and Markets Authority (“**ESMA**”) on 3 August 2023 and which channels for distribution of the Notes are appropriate. Any person subsequently offering, 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 Directive 2014/65/EU, as amended (“**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 MiFID II Product Governance rules under Commission Delegated Directive (EU) 2017/593 (the “**MiFID II Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID 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 / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY 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 and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to 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.

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 MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU, as amended (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 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.

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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (“**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 UK 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 UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK 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.

SINGAPORE SFA PRODUCT CLASSIFICATION – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP 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).

PROHIBITION OF SALES TO CONSUMERS IN BELGIUM – Notes issued under the Programme are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, “consumers” (consumenten/consommateurs) within the meaning of the Belgian Code of Economic Law (Wetboek van economisch recht/Code de droit économique), as amended.

Potential purchasers and sellers of the Notes should be aware that they may be required to pay taxes or other charges or duties in accordance with the laws and practices of the country 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 financial instruments such as the Notes. In particular, potential investors are warned that the tax laws of the investor’s jurisdiction or of France (the Issuer’s country of incorporation) might have an impact on the income received from the Notes. Potential investors are advised to ask for their own tax adviser’s advice on their individual taxation with respect to the acquisition, holding, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the potential investor.

A number of Member States of the European Union are currently negotiating to introduce a financial transactions tax (“**FTT**”) in the scope of which transactions in the Notes may fall. The scope of any such tax is still uncertain as well as any potential timing of implementation. If the currently discussed text or any similar tax is adopted, transactions in the Notes would be subject to higher costs, and the liquidity of the market for the Notes may be diminished. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

Pursuant to certain provisions of the U.S. Internal Revenue Code, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. A number of jurisdictions (including France) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, neither the Issuer nor any other person will be required to pay additional amounts as a result of the withholding.

A rating assigned to the Notes by any rating agency is based on the Issuer’s financial situation, but takes into account other relevant structural features of the transaction, including, inter alia, the terms of the Notes, and reflects only the views of the rating agency. The rating may not reflect the potential impact of all risks related to structure, market, additional factors discussed in this paragraph, and other factors that may affect the value of the Notes. The rating addresses the likelihood of full and timely payment to the Noteholders of all payments of interest on each interest payment date and repayment of principal on the final payment date. There is no assurance that any such rating will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by the rating agency as a result of changes in or unavailability of information or if, in the rating agency’s judgement, circumstances so warrant. A credit rating and/or a corporate rating are not a recommendation to buy, sell or hold securities.

This Base Prospectus does not constitute an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Arranger to subscribe for, or purchase, any Notes.

The Arranger and the Dealers have not separately verified the information contained or incorporated by reference in this Base Prospectus. None of the Dealers or the Arranger makes any representation, express or implied, or accepts any responsibility, with respect to the accuracy or completeness of any of the information in this Base Prospectus or any responsibility for any acts or omissions of the Issuer or any other person in connection with the Base Prospectus. Neither this Base Prospectus nor any other information incorporated by reference in this Base Prospectus is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers that any recipient of this Base Prospectus or any other information incorporated by reference should purchase the Notes. Each potential purchaser of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary. None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer or the Group during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

All capitalised terms used and not defined in this section are defined in the Conditions.

Issuer:	Danone
Guarantor:	Danone, if there is a substitution of the Issuer (as described in Condition 16).
Substituted Issuer:	Danone may be replaced and substituted by any of its Subsidiaries (as defined in Condition 16) as principal debtor in respect of the Notes.
Legal Entity Identifier (“LEI”) of the Issuer:	969500KMUQ2B6CBAF162
Website of the Issuer:	www.danone.com
Description:	Euro Medium Term Note Programme for the continuous offer of Notes (the “ Programme ”).
Arranger:	BNP PARIBAS
Dealers:	Banco Santander, S.A. Barclays Bank Ireland PLC BNP PARIBAS Citigroup Global Markets Europe AG Crédit Agricole Corporate and Investment Bank HSBC Continental Europe ING Bank N.V., Belgian Branch J.P. Morgan SE MUFG Securities (Europe) N.V. NATIXIS NatWest Markets N.V. Société Générale
	The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to “ Permanent Dealers ” 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 “ Dealers ” are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches.
Programme Limit:	Up to €13,000,000,000 (or the equivalent in other currencies) aggregate nominal amount of Notes outstanding at any one time. The maximum aggregate principal amount of Notes which may be outstanding under the Programme may be increased from time to time, subject to compliance with the relevant provisions of the Amended and Restated Dealer Agreement.

Fiscal Agent and Paying Agent:	BNP PARIBAS (acting through its Securities Services business)
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 ”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each a “ Tranche ”) on the same or different issue dates. The specific terms of each Tranche will be set out in the final terms to this Base Prospectus (the “ Final Terms ”).
Maturities:	Subject to compliance with all relevant laws, regulations and directives, any maturity from seven days from the date of original issue. The Undated Deeply Subordinated Notes are undated obligations in respect of which there is no fixed maturity date.
Currencies:	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in Euro, US Dollars, Japanese yen, Swiss francs, Sterling, RMB and in any other currency agreed between the Issuer and the relevant Dealers.
Denomination(s):	The Notes will be issued in such denomination(s) as may be agreed between the Issuer and the relevant Dealer and as specified in the relevant Final Terms save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in a Member State of the European Economic Area (“EEA”) in circumstances which require the publication of a prospectus under the Prospectus Regulation will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency). Notes having a maturity of less than one year will constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial Services and Markets Act 2000, as amended (“FSMA”) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent. Dematerialised Notes will be issued in one denomination only.
Status of the Notes:	The obligations of the Issuer under the Notes may be either unsubordinated (the “Unsubordinated Notes”) or, deeply subordinated (the “Deeply Subordinated Notes”), in each case, as specified in the relevant Final Terms. (a) Unsubordinated Notes The Unsubordinated Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a)) unsecured obligations of the Issuer and rank and will at all times rank <i>pari passu</i> and 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 financial obligations of the Issuer, from time to time outstanding.

(b) Deeply Subordinated Notes

The Deeply Subordinated Notes are issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*. The principal and interest and other amounts (including Arrears of Interest and/or Additional Interest Amounts) on the Deeply Subordinated Notes constitute direct, unconditional, unsecured and Deeply Subordinated Obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Deeply Subordinated Obligations¹ and, shall rank in priority to Equity Securities but shall be subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, and to Ordinary Subordinated Obligations and Unsubordinated Obligations of, or issued by, the Issuer.

The Deeply Subordinated Notes may be either dated with a fixed maturity date (the “**Dated Deeply Subordinated Notes**”) or undated with no fixed maturity (“**Undated Deeply Subordinated Notes**”).

See “Terms and Conditions of the Notes – Status of the Notes”.

**Prohibition of set-off:
(Deeply Subordinated Notes only)**

Subject to applicable law, no holder of Deeply Subordinated Notes 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 any Deeply Subordinated Notes and each holder of Deeply Subordinated Notes shall, by virtue of its holding of any Deeply Subordinated Note, be deemed to have waived all such rights of set-off, compensation or retention.

Negative Pledge:

There will be a negative pledge in respect of the Unsubordinated Notes as set out in Condition 4(a). See “Terms and Conditions of the Notes - Negative Pledge”.

There will be no negative pledge in respect of Deeply Subordinated Notes as set out in Condition 4(b). See “Terms and Conditions of the Notes – Negative Pledge”.

**Events of Default:
(including cross default)**

There will be events of default and a cross-default in respect of the Unsubordinated Notes as set out in Condition 9(a). See “Terms and Conditions of the Notes - Events of Default”.

There will be no event of default nor cross-default in respect of the Deeply Subordinated Notes as set out in Condition 9(b). See “Terms and Conditions of the Notes – Events of Default”.

However, each Deeply Subordinated Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of

¹ For information purposes only, the Deeply Subordinated Obligations include, as at the date of this Base Prospectus, the Euro 500,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes issued on 14 September 2021 (ISIN: FR0014005EJ6).

Interest (including any Additional Interest Amounts thereon), in the event that a judgment is 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 in the event of the voluntary dissolution of the Issuer, or if the Issuer is liquidated for any other reason (and in all cases listed above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Deeply Subordinated Notes). 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 holders of Deeply Subordinated Notes have been paid by the Issuer.

Redemption:

The relevant Final Terms will specify the basis for calculating the redemption amounts payable. Unless permitted by then current laws and regulations, Notes (including Notes denominated in Sterling) having a maturity of less than one year from the date of issue and 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 section 19 of the FSMA must have a minimum redemption amount of £100,000 (or its equivalent in other currencies).

Optional 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 (solely in respect of Unsubordinated Notes) in part) and/or the Noteholders and, if so, the terms applicable to such redemption.

**Redemption by Instalments:
(Unsubordinated Notes only)**

The Final Terms issued in respect of each issue of Unsubordinated Notes that are redeemable in two or more instalments will set out the dates on which, and the amounts in which, such Unsubordinated Notes may be redeemed.

Early Redemption:

(a) Unsubordinated Notes

Except as provided in “Optional Redemption” above and “Make-Whole Redemption by the Issuer”, “Residual Maturity Call Option” and “Clean-Up Call Option” below, Unsubordinated Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons.

(b) Deeply Subordinated Notes

Except as provided in “Optional Redemption” above, “Make-Whole Redemption by the Issuer”, “Clean-Up Call Option”, “Change of Control Call Event Option”, “Accounting Event Call Option” and “Capital Event Call Option” below, Deeply Subordinated Notes will be redeemable at the option of the Issuer prior to maturity upon the occurrence of a “Gross-Up Event”, a “Withholding Tax Event” or a “Tax Deductibility Event”.

**Redemption at the option of
Noteholders following a Change of
Control:
(Unsubordinated Notes only)**

See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.

If a Change of Control Put Option is specified in the relevant Final Terms, following the occurrence of (i) a Change of Control and (ii) within the Change of Control Period a Rating Downgrade as a result, in whole or primarily, of that Change of Control or of a Potential Change of Control, the holders of Unsubordinated Notes will be entitled to request the Issuer to redeem the Unsubordinated Notes, or, at the Issuer’s option, procure the purchase of their Unsubordinated Notes. See “Terms and Conditions of the Notes - Redemption, Purchase and Options”.

**Change of Control Call Event
Option:
(Deeply Subordinated Notes only)**

If a Change of Control occurs after the Issue Date and within the Change of Control Period, a Rating Downgrade occurs or has occurred as a result of such Change of Control or of a Potential Change of Control (the “**Change of Control Call Event**”), the Issuer may, at its option (a “**Change of Control Call Event Option**”), at any time, redeem or procure the purchase of all the Deeply Subordinated Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

If the Issuer elects to redeem the Deeply Subordinated Notes, such redemption or purchase will take place not less than 15, nor more than 60 days after a Call Event Notice is given.

Further to the occurrence of a Change of Control Call Event, if the Change of Control Call Event Option has not been exercised by the Issuer, the interest payable on the Deeply Subordinated Notes will be increased by an additional margin specified in the relevant Final Terms (the “**Change of Control Step Up Margin**”) from and including the date of the Call Event Notice to, but excluding, the redemption of the Deeply Subordinated Notes.

**Make-Whole Redemption by the
Issuer:**

(a) Unsubordinated Notes

If so specified in the relevant Final Terms, in respect of any issue of Unsubordinated Notes, the Issuer will have the option to redeem the Unsubordinated Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date at their Optional Redemption Amount.

On or no later than the Business Day immediately following the Redemption Amount Calculation Date, the Make-Whole Calculation Agent shall notify the Issuer, the Fiscal Agent and such other parties as may be specified in the relevant Final Terms of the Optional Redemption Amount. The Optional Redemption Amount will be equal to the sum rounded to the nearest cent (half a cent being rounded upward) of: (i) the greater of (x) 100 per cent. of the nominal amount of the Unsubordinated Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Unsubordinated Notes (not including

any interest accrued on the Unsubordinated Notes from, and including, the Interest Payment Date immediately preceding the relevant Optional Redemption Date or the Interest Commencement Date, as the case may be, to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on the basis of the Day Count Fraction specified in the relevant Final Terms at the Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), and (ii) in each case (x) or (y) above, any interest accrued on the Notes from, and including, the Interest Payment Date immediately preceding the relevant Optional Redemption Date or the Interest Commencement Date, as the case may be, to, but excluding, the Optional Redemption Date.

(b) Deeply Subordinated Notes

If so specified in the relevant Final Terms, in respect of any issue of Deeply Subordinated Notes, the Issuer may redeem the Deeply Subordinated Notes, in whole but not in part, at any time other than during any Residual Redemption Period (if any) and/or on any Par Call Date (the “**Optional Redemption Date**”) at their Optional Redemption Amount.

On or no later than the Business Day immediately following the Redemption Amount Calculation Date, the Make-Whole Calculation Agent shall notify the Issuer, the Fiscal Agent and such other parties as may be specified in the relevant Final Terms of the Optional Redemption Amount. The Optional Redemption Amount will be equal to the sum rounded to the nearest cent (half a cent being rounded upward) of: (i) the greater of (x) 100 per cent. of the nominal amount of the Deeply Subordinated Notes and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Deeply Subordinated Notes (excluding any Arrears of Interest, Additional Interest Amount thereon and any interest accrued on the Deeply Subordinated Notes to, but excluding, the Optional Redemption Date) up to, and discounted from, (in respect of Dated Deeply Subordinated Notes only) the Maturity Date or, if applicable, the Par Call Date immediately succeeding the Optional Redemption Date to such Optional Redemption Date, on the basis of the Day Count Fraction specified in the relevant Final Terms at the higher of (A) Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), and (B) 0 (zero) per cent., and (ii) in each case (x) or (y) above, any interest accrued on the Deeply Subordinated Notes and any Arrears of Interest (including any Additional Interest Amounts thereon) to, but excluding, the Optional Redemption Date.

**Residual Maturity Call Option:
(Unsubordinated Notes only)**

If so specified in the relevant Final Terms and in respect of Unsubordinated Notes only, in respect of any issue of Unsubordinated Notes, the Issuer will have the option to redeem the Unsubordinated 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 call option date, which shall be no earlier than (i) three months before the Maturity Date in respect of Unsubordinated Notes having a maturity of not more than ten years or (ii) six months before the Maturity Date in respect of Unsubordinated Notes having a maturity of more than ten years, until the Maturity Date.

Clean-Up Call Option:

If so specified in the relevant Final Terms and if 75 per cent. or any other percentage above as specified in the relevant Final Terms (the “**Clean-Up Percentage**”) of the initial aggregate nominal amount of Notes of the same Series have been redeemed or purchased and, in each case, cancelled, the Issuer may, at its option, redeem the Notes in whole but not in part at their Clean-Up Redemption Amount (as specified in the relevant Final Terms) together with (x) in respect of Unsubordinated Notes, any interest accrued to the date set for redemption and (y) in respect of Deeply Subordinated Notes, any interest accrued to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon).

**Accounting Event Call Option:
(Deeply Subordinated Notes only)**

If specified in the relevant Final Terms and if an Accounting Event has occurred, the Issuer may redeem all, but not some only, of the Deeply Subordinated Notes on any day from the Accounting Event Adoption Date and in accordance with Condition 6(l) .

**Capital Event Call Option:
(Deeply Subordinated Notes only)**

If specified in the relevant Final Terms and if a Capital Event has occurred, the Issuer may redeem all, but not some only, of the Deeply Subordinated Notes at any time and in accordance with Condition 6(m) .

**Gross-Up Call Option:
(Deeply Subordinated Notes only)**

If specified in the relevant Final Terms and if by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Deeply Subordinated Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 8 (a “**Gross-Up Event**”), the Issuer may redeem all, but not some only, of the Deeply Subordinated Notes at any time and in accordance with Condition 6(j)(ii)(A).

**Withholding Tax Call Option:
(Deeply Subordinated Notes only)**

If specified in the relevant Final Terms and if the Issuer would on the occasion of the next payment in respect of the Deeply Subordinated Notes be prevented by French law or regulation from making payment to the holders of Deeply Subordinated Notes of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 (a “**Withholding Tax Event**”), the Issuer may redeem all, but not some only, of the Deeply Subordinated Notes at any time and in accordance with Condition 6(j)(ii)(B).

**Tax Deductibility Call Option:
(Deeply Subordinated Notes only)**

If specified in the relevant Final Terms and if 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 or regulation, becoming effective after the Issue Date, the tax regime of any payments under the Deeply Subordinated Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Deeply Subordinated Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may redeem all, but not some only, of the Deeply Subordinated Notes at any time and in accordance with Condition 6(j)(ii)(C).

Put Option:
(Unsubordinated Notes only)

If so specified in the relevant Final Terms and in respect of Unsubordinated Notes only, the Issuer shall, upon request of the Noteholder, redeem such Unsubordinated Note on the Optional Redemption Date at the Optional Redemption Amount together with interest accrued to the date fixed for redemption.

Taxation in respect of the Notes:

All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied or 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 such a withholding or deduction is required, the Issuer will have to gross-up its payments to the fullest extent then permitted by law and subject to certain exceptions.

Notes, Receipts, Coupons or Talons could be made subject to any withholding or deduction required pursuant to FATCA. There will be no grossing up provision and, accordingly, no early redemption whatsoever in case of any withholding or deduction required pursuant to FATCA.

Interest Periods and Interest Rates:

The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.

Deferral of Interest:
(Deeply Subordinated Notes only)

Interest payments in respect of Deeply Subordinated Notes shall only be due and payable if the Issuer so elects, in accordance with the provisions of the following paragraphs.

(i) Optional Interest Payment

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer, by giving notice to the holders of Deeply Subordinated Notes in accordance with Condition 5(l)(iv), elects to defer such payment, in whole or in part, and the Issuer shall

not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Deeply Subordinated Notes or for any other purpose.

Any interest in respect of the Deeply Subordinated Notes which has not been paid in accordance with this paragraph will be deferred and shall constitute “**Arrears of Interest**” and shall be payable as outlined below.

(ii) Payment of Arrears of Interest

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts) in respect of all Deeply Subordinated Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (a) ten (10) Business Days following the occurrence of a Mandatory Payment Event;
- (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;
- (c) the date on which the Deeply Subordinated Notes are redeemed; or
- (d) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*) or if the Issuer is liquidated for any other reason, as contemplated under Condition 9(b).

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 Deeply Subordinated Notes at a rate which corresponds to the rate of interest from time to time applicable to the Deeply Subordinated Notes (the “**Arrears Interest Rate**”) 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 (ii) and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the provisions of Condition 5(l).

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* 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 only of calculating the Additional Interest Amount accruing thereafter.

Fixed Rate Notes:	Fixed interest will be payable in arrears on the date or dates in each year specified in the relevant Final Terms.
Fixed Rate Resettable Notes: (Deeply Subordinated Notes only)	Fixed Rate Resettable Notes will initially bear a fixed rate of interest payable in arrears on the date or dates in each year specified in the relevant Final Terms and will then be resettable on each specified reset date(s) and bear for each corresponding Reset Period an interest rate corresponding to the sum of a mid-swap rate and one or more margin, specified in the relevant Final Terms. In the event where the mid-swap rate (or any component thereof) used to calculate interest payable under the Deeply Subordinated Notes is discontinued, the Conditions of the Deeply Subordinated Notes provide a methodology to determine the successor or alternative mid-swap rates.
Floating Rate Notes:	Floating Rate Notes will bear interest determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the latest version of the 2021 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (the “ISDA”) (or any successor thereof); or (ii) by reference to €STR, SARON, SOFR, SONIA, TONA, EURIBOR or CMS, in each case as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both. In no event shall the applicable rate of interest (including, for the sake of clarity, any applicable margin) be less than zero. In the event where the benchmark used to calculate the interest payable is discontinued, the Terms and Conditions of the Notes provide a methodology to determine the successor or alternative rates.
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 to a Floating, 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 on the date set out in the Final Terms.
Zero Coupon Notes: (Unsubordinated Notes only)	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.
Inflation Linked Notes: (Unsubordinated Notes only)	Inflation Linked Notes may be issued by the Issuer where the interest and/or the principal in respect of such Unsubordinated Notes will be calculated by reference to an inflation index ratio derived from either:

- (i) the consumer price index (excluding tobacco) for all households in metropolitan France, as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques*; or
- (ii) the harmonised index of consumer prices excluding tobacco, or the relevant successor index, measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat.

Redenomination:

Notes issued in the currency of any Member State of the EU which will participate in the single currency of the Economic and Monetary Union may be redenominated into Euro, all as more fully provided in “Terms and Conditions of the Notes – Form, Denomination, Title and Redenomination” below.

Consolidation:

Notes of one Series may be consolidated with Notes of another Series as more fully provided in “Terms and Conditions of the Notes – Further Issues and Consolidation”.

Form of Notes:

Notes may be issued in either dematerialised form (“**Dematerialised Notes**”) or, in respect of Unsubordinated Notes only, in materialised form (“**Materialised Notes**”).

Dematerialised Notes may, at the option of the Issuer, be issued in bearer form (*au porteur*) or in registered form (*au nominatif*) and, in such latter case, at the option of the relevant Noteholder, in either *au nominatif pur* or *au nominatif administré* form.

No physical documents of title will be issued in respect of Dematerialised Notes. See “Terms and Conditions of the Notes – Form, Denomination, Title and Redenomination”.

The relevant Final Terms will specify whether Dematerialised Notes are to be issued in bearer form only, or in registered (including both *nominatif pur* and *nominatif administré*) form only.

Materialised Notes will be in bearer form (“**Materialised Bearer Notes**”) only. A Temporary Global Certificate will be issued initially in respect of each Tranche of Materialised Bearer Notes. Materialised Notes may only be issued outside France.

**Substitution of the Issuer:
(Unsubordinated Notes only)**

The terms and conditions of the Unsubordinated Notes contain a substitution provision as described in Condition 16 allowing Danone at any time and at its discretion, (subject to certain conditions) to substitute for itself as principal debtor under any Unsubordinated Notes, a Substituted Issuer provided that, in all cases, the relevant Unsubordinated Notes are unconditionally and irrevocably guaranteed by Danone.

**Guarantee:
(Unsubordinated Notes only)**

If there is a substitution of the Issuer pursuant to Condition 16, Danone as the Guarantor will unconditionally and irrevocably guarantee the due payment of all sums expressed to be due and payable by the Substituted Issuer under the Unsubordinated Notes and in accordance with the applicable terms and conditions. The

obligations of the Guarantor in this respect will arise pursuant to a Guarantee which will be substantially in the form of the Pro-Forma Guarantee, to be executed by the Guarantor (the “**Guarantee**”).

See “*Pro-Forma of the Guarantee*”

Governing Law:	French law.
Central Depositary:	Euroclear France in relation to Dematerialised Notes.
Clearing Systems:	Clearstream, Euroclear or any other clearing system (provided proper clearing and settlement procedures have previously been put in place) that may be agreed between the Issuer, the Fiscal Agent and the relevant Dealer in relation to Materialised Notes.
Initial Delivery of Dematerialised Notes:	One Paris business day before the issue date of each Tranche of Dematerialised Notes, the <i>Lettre Comptable</i> or the application form, as the case may be, relating to such Tranche shall be deposited with Euroclear France as central depositary.
Initial Delivery of Materialised Notes: (Unsubordinated Notes only)	On or before the issue date for each Tranche of Materialised Bearer Notes, the Temporary Global Certificate issued in respect of such Tranche shall be deposited with a common depositary for Euroclear and Clearstream or with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer.
Issue Price:	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount.
Listing and Admission to Trading:	Euronext Paris or as otherwise specified in the relevant Final Terms. A Series of Notes may or may not be listed and admitted to trading.
Method of Publication of this Base Prospectus and the Final Terms:	This Base Prospectus, any supplement to this Base Prospectus and the Final Terms related to the Notes listed and admitted to trading on any Regulated Market in the EEA will be published on the websites of the Issuer (www.danone.com) and of the AMF (www.amf-france.org). The Final Terms will indicate where the Base Prospectus may be obtained.
Representation of the Noteholders:	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 “Masse”). The <i>Masse</i> will be governed by the provisions of the French <i>Code de commerce</i>, with the exception of Articles L.228-48, L.228-59, L.228-65 I, 1°, 3° and 6°, the second sentence of Article L.228-65 II, R.228-61, R.228-63 and R.228-69 of the French <i>Code de commerce</i> and subject to the provisions set out in the Terms and Conditions of the Notes. The <i>Masse</i> will act in part through a representative (the “Representative”) and in part through collective decisions of the Noteholders. The names and addresses of the Representative will be set out in the relevant Final Terms.

The Representative appointed in respect of the first Tranche of any Series of Notes will be the representative of the single Masse of all Tranches in such Series.

Selling Restrictions:

There are restrictions on the sale of Notes and the distribution of offering material in various jurisdictions. See “Subscription and Sale”.

The Notes to be issued qualify under Category 2 for the purposes of Regulation S under the Securities Act.

Materialised Notes will be issued (i) in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code) (the “**D Rules**”) unless the relevant Final Terms states that such Materialised Notes are issued in compliance with US Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code) (the “**C Rules**”), or (ii) other than in compliance with the D Rules or the C Rules but in circumstances in which the Notes will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstance will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

The TEFRA rules do not apply to any Dematerialised Notes.

Rating:

The Programme has been rated Baa1 (senior unsecured) by Moody's Italia S.r.l. ("**Moody's**"). The long-term debt of the Issuer is currently rated Baa1 (stable outlook) by Moody's and BBB+ (stable outlook) by S&P Global Ratings Europe Limited ("**S&P**"). Each of Moody's and S&P is established in the European Union and is registered under Regulation (EC) No 1060/2009 on credit rating agencies (as amended) (the "**CRA Regulation**"). Each of Moody's and S&P is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (www.esma.europa.eu/supervision/credit-rating-agencies/risk) as of the date of this Base Prospectus. Moody's and S&P are not established in the United Kingdom and are not registered in accordance with the UK CRA Regulation. However, the ratings of the long-term debt of the Issuer have been endorsed by Moody's Investors Service Ltd and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody's and S&P may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation. Notes issued under the Programme may be rated or unrated. The rating, if any, will be specified in the relevant Final Terms. Where an issue of Notes is rated, its rating will not necessarily be the same as the rating assigned to the Issuer. The relevant Final Terms will specify whether or not such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation. Credit ratings are subject to revision, suspension or withdrawal at any time by the relevant rating organisation. 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.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent 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 particular, investors should make their own assessment as to the risks associated with the Notes prior to investing in Notes issued under the Programme.

Words and expressions defined under “Terms and Conditions of the Notes” shall have the same meanings in this section.

RISK FACTORS RELATING TO THE ISSUER

Please refer to pages 27 to 41 of the 2024 Universal Registration Document (as defined under “Documents incorporated by reference”) which are incorporated by reference in this Base Prospectus and include the following:

- strategic risks;
- external environment risks; and
- operational risks.

RISK FACTORS RELATING TO THE NOTES

The following is a description of risk factors in relation to the Notes which set out the most material risks, taking into account the negative impact of such risks on the Issuer and the probability of their occurrence. Prospective investors should consult their own financial and legal advisers about risks associated with investment in a particular Series of Notes and the suitability of investing in the Notes in light of their particular circumstances.

1 Risk Factors relating to all Series of Notes

1.1 Substitution of Danone

Danone may at any time, at its discretion and without consulting the holders of Unsubordinated Notes, substitute for itself as principal debtor under any Unsubordinated Notes, any of its Subsidiary (the “**Substituted Issuer**”), pursuant to Condition 16. Such Condition provides for certain conditions to be met before the substitution can take place, including, but not limited to, an unconditional and irrevocable guarantee from Danone to the holders of Unsubordinated Notes and the absence of any payment obligation for the holders of Unsubordinated Notes which would arise from the substitution. While the ultimate credit risk under the Notes will remain with Danone as Guarantor, the identity or the creditworthiness of any Substituted Issuer may not be anticipated and

neither Danone nor the Substituted Issuer will be required to take into consideration any interests arising from the circumstances particular to any holder of such Unsubordinated Notes with regard to or arising from any such substitution.

As a result of such substitution, the Unsubordinated Notes may become illiquid and could have a material adverse effect on the holders of Unsubordinated Notes and, thus, increase the risk of losing all or part of their investment in the Unsubordinated Notes.

1.2 French Insolvency Law

The Issuer is a *société anonyme* with its registered office in France. In the event that the Issuer becomes insolvent, insolvency proceedings will be generally governed by the insolvency laws of France to the extent that, where applicable, the “centre of main interests” (as construed under Regulation (EU) 2015/848, as amended) of the Issuer is located in France.

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 has been transposed into French law by Ordinance n°2021-1193 dated 15 September 2021. Such ordinance amends French insolvency laws notably with regard to the process of adoption of restructuring plans under insolvency proceedings. According to this ordinance, “affected parties” (including notably creditors, and therefore the Noteholders) shall be treated in separate classes which reflect certain class formation criteria for the purpose of adopting a restructuring plan. Classes shall be formed in such a way that each class comprises claims or interests with rights that reflect a sufficient commonality of interest based on verifiable criteria. Noteholders will no longer deliberate on the proposed restructuring plan in a separate assembly, meaning that they will no longer benefit from a specific veto power on this plan. Instead, as any other affected parties, the Noteholders will be grouped into one or several classes (with potentially other types of creditors) and their dissenting vote may possibly be overridden by a cross-class cram down.

The commencement of insolvency proceedings against the Issuer would have a material adverse effect on the market value of the Notes. As a consequence, any decisions taken by a class of affected parties could materially and 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.

1.3 Credit Risk

As contemplated in Condition 3(a), the Unsubordinated Notes and, where applicable any relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a)) unsecured obligations of the Issuer and the Deeply Subordinated Notes are direct, unconditional, unsecured and Deeply Subordinated Obligations of the Issuer. However, an investment in the Notes involves taking credit risk on the Issuer. If the credit worthiness of the Issuer deteriorates, it may not be able to fulfil all or part of its payment obligations under the Notes, which could materially and negatively impact the Noteholders and investors may lose all or part of their investment.

1.4 Modifications and waivers

Condition 11 contains provisions for calling General Meetings of Noteholders or consulting them by way of Written Resolutions to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not participate in the relevant General Meeting or the relevant written consultation and Noteholders

who voted in a manner contrary to the majority. General Meetings or written consultations may deliberate on any proposal relating to the modification of the Terms and Conditions of the Notes subject to the limitation provided by French law. If a decision is adopted by a majority of Noteholders and such modifications were to impair or limit the rights of the Noteholders, this may have a negative impact on the market value of the Notes and hence investors may lose part of their investment.

In addition, Condition 11 provides that the provisions of Articles L.228-65 I. 1°, 3°, 6° (respectively providing for a prior approval by the General Meeting of the Noteholders of (i) any proposal to change in corporate purpose or form of the Issuer, (ii) any proposal to merge or demerge the Issuer in the cases referred to in Articles L.236-14 and L.236-23 of the French *Code de commerce* or (iii) any proposal to transfer the registered office of a *societas europaea* to another Member State of the European Union), L.236-14, L.236-23, R.236-14 and L. 229-2 of the French *Code de commerce* and the related provisions of the French *Code de commerce* shall not apply to the Notes. As a result of the exclusion of Articles L.228-65 I. 1°, 3°, 6°, L.236-14, L.236-23 and L. 229-2 of the French *Code de commerce*, no General Meeting shall be held nor a Written Resolution shall be submitted and no early redemption of any Note by the Issuer shall be requested by the Noteholders in respect of any event mentioned above, which may affect the interests of the Noteholders generally.

2 Risk Factors relating to the structure and feature 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.

2.1 Risk Factors relating to Deeply Subordinated Notes

2.1.1 The Deeply Subordinated Notes are lowest ranking subordinated obligations of the Issuer

In accordance with Condition 3(b), the Deeply Subordinated Notes are issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*.

The Issuer's obligations under the Deeply Subordinated Notes are direct, unconditional, unsecured and lowest ranking subordinated obligations (*engagements subordonnés de dernier rang*) of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Deeply Subordinated Obligations². 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 in the event of the voluntary dissolution of the Issuer or if the Issuer is liquidated for any other reason (and in all cases listed above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Deeply Subordinated Notes), the rights of holders of Deeply Subordinated Notes to payment under the Deeply Subordinated Notes will be subordinated to the full payment of the unsubordinated creditors of the Issuer (including creditors of Unsubordinated Obligations (such as the Unsubordinated Notes)), of lenders in relation to *prêts participatifs* granted to the Issuer, of holders of *titres participatifs* issued by the Issuer and of creditors of Ordinary

² For information purposes only, the Deeply Subordinated Obligations include, as at the date of this Base Prospectus, the Euro 500,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes issued on 14 September 2021 (ISIN: FR0014005EJ6).

Subordinated Obligations of, or issued by, the Issuer, if and to the extent that there is still cash available for those payments.

In the circumstances described in the preceding paragraph, in the event of incomplete payment of unsubordinated creditors ranking ahead of the holders of Deeply Subordinated Notes, the obligations of the Issuer in connection with the Deeply Subordinated Notes shall terminate.

The claims of the holders of Deeply Subordinated Notes are intended to rank in priority only to any payments to the holders of Equity Securities. There are currently no instruments of the Issuer that rank junior to the Deeply Subordinated Notes other than the ordinary shares of the Issuer. Thus, the holders of Deeply Subordinated Notes face a higher performance risk than holders of Unsubordinated Obligations of the Issuer which could result in (i) a loss of all of a holder of Deeply Subordinated Notes' investment in the event of the occurrence of any of the procedures described above and (ii) more volatility in the market value the market value of Deeply Subordinated Notes as compared to Unsubordinated Notes.

2.1.2 No limitation on issuing or guaranteeing debt ranking senior or pari passu with the Deeply Subordinated Notes

There is no restriction in the Conditions of the Deeply Subordinated Notes on the amount of debt which the Issuer may issue or guarantee. The Issuer and any member of the Group may incur additional indebtedness or grant guarantees in respect of indebtedness of third parties, including indebtedness or guarantees that rank *pari passu* or senior to the obligations under and in connection with the Deeply Subordinated Notes. The issue of any such securities or the incurrence of any such other liabilities may reduce the amount (if any) recoverable by holders of Deeply Subordinated Notes on a winding-up of the Issuer and/or may increase the likelihood of a deferral of interest payments under the Deeply Subordinated Notes.

If the Issuer's financial condition were to deteriorate, the holders of Deeply Subordinated Notes could suffer adverse consequences, including loss of interest and, if the Issuer were liquidated (whether voluntarily or not), the holders of Deeply Subordinated Notes could suffer loss of their entire investment, particularly as their claims would be subordinated to the claims of senior creditors of the Issuer (see risk factors entitled "*The Deeply Subordinated Notes are lowest ranking subordinated obligations of the Issuer*" above).

2.1.3 The Deeply Subordinated Notes contain no event of default nor cross default

Compared to other debt securities (including the Unsubordinated Notes), Condition 9(b) does not provide for events of default or cross default allowing acceleration of the Deeply Subordinated Notes if certain events occur. Accordingly, if the Issuer fails to meet any obligations under the Deeply Subordinated Notes, including the payment of any interest, or is in default under other indebtedness, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to holders of Deeply Subordinated Notes for recovery of amounts owed in respect of any payment of principal or interest on the Deeply 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, and investors may therefore lose all or part

of their investment. As a result, the market value of the Deeply Subordinated Notes or liquidity on the secondary market may be materially and negatively affected.

2.1.4 *The Deeply Subordinated Notes may be undated*

As provided for in Condition 6(a), the Deeply Subordinated Notes may be undated with no specified maturity date. Notwithstanding any early redemption features that may be specified in the relevant Final Terms, the Issuer is under no obligation to redeem or repurchase the Deeply Subordinated Notes at any time, and the holders of Deeply Subordinated Notes have no right to require redemption of the Deeply Subordinated Notes, except in the event that a judgment is rendered by any competent court declaring the judicial liquidation (*liquidation judiciaire*) of the Issuer or, following an order of judicial reorganisation (*redressement judiciaire*), the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*), or in the event of the voluntary dissolution of the Issuer or if the Issuer is liquidated for any other reason (and in all the cases above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Deeply Subordinated Notes). Therefore, the financial risks in respect of Undated Deeply Subordinated Notes are borne by investors for an indefinite period of time and such investors may not recover the value of their investment in a foreseeable future.

2.1.5 *The Issuer may defer interest payments on the Deeply Subordinated Notes*

Pursuant to Condition 5(m), on any applicable Interest Payment Date of any given Series of Deeply Subordinated Notes, the Issuer may elect to defer payment, in whole or in part, of the interest accrued to that date, and the Issuer shall not have any obligation to make such payment and any such failure to pay shall not constitute a default by the Issuer for any purpose.

Any interest not paid on an applicable Interest Payment Date and deferred shall constitute Arrears of Interest and may be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with any Additional Interest Amounts thereon) in respect of all Deeply Subordinated Notes for the time being outstanding shall become due and payable in whole, but not in part, on the date which is the earliest of:

- (i) ten (10) Business Days following the occurrence of a Mandatory Payment Event;
- (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;
- (iii) the date on which the Deeply Subordinated Notes are redeemed; or
- (iv) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*) or if the Issuer is liquidated for any other reason, as contemplated under Condition 9(b).

Any deferral of interest payments, or the perception that the Issuer will need to exercise its optional deferral right, will be likely to have an adverse effect on the market price of the Deeply Subordinated Notes. In addition, as a result of the above provisions of the Deeply Subordinated Notes, the market price of the Deeply Subordinated Notes may be more volatile than the market

prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial condition.

2.1.6 Changes in rating methodologies may lead to the occurrence of a Capital Event and, at the option of the Issuer to, the early redemption of the Deeply Subordinated Notes

S&P or Moody's may change their rating methodology and, in particular, the "equity credit" criteria or their application after the Issue Date (or, as applicable, after the date when the "equity credit" is assigned for the first time to the Deeply Subordinated Notes) which may constitute a Capital Event, as provided in Condition 6(m). As result of the occurrence of a Capital Event, the Issuer may redeem all of the Deeply Subordinated Notes (but not some only), as provided in Condition 6(m).

Such redemption at the option of the Issuer might have a significant negative impact on the market value of such Deeply Subordinated Notes. During any period when the Issuer may elect to redeem the Deeply Subordinated Notes, the market value of the Deeply Subordinated Notes generally will not rise substantially above the price at which they can be redeemed. Should the Deeply Subordinated Notes at such time be trading above or well above the price set for redemption, the negative impact on the holders of Deeply Subordinated Notes' anticipated returns would be significant. The Issuer may also be expected to redeem the Deeply Subordinated Notes when its cost of borrowing is lower than the interest rate of the Deeply Subordinated Notes. The holders of Deeply Subordinated Notes may not be able to reinvest the redemption proceeds at an effective interest rate as high as the return that would have been received on such Deeply Subordinated Notes had they not been redeemed.

2.1.7 The current IFRS accounting classification of financial instruments such as the Deeply Subordinated Notes as equity instruments may change which may result in the occurrence of an Accounting Event

In June 2018, the IASB ("**International Accounting Standards Board**") published the discussion paper DP/2018/1 on "Financial Instruments with Characteristics of Equity" (the "**DP/2018/1 Paper**") proposing a new classification approach to articulate more clearly the principles for classifying financial instruments as financial liabilities or equity instruments, and to improve the consistency, completeness and clarity of the classification requirements in IAS 32. In November 2023, the IASB published a paper titled "Exposure Draft Financial Instruments with Characteristics of Equity" where the IASB has decided not to pursue the proposed classification approach set out in DP/2018/1 Paper and instead aim at, inter alia, clarifying the requirements, including the underlying principles, for classifying a financial instrument as a financial liability or an equity instrument (the "**2023 Exposure Draft**"). Depending on the content of the final clarifications that will be adopted, the IFRS equity classification of financial instruments such as the Deeply Subordinated Notes may change. If such a change leads to an Accounting Event, the Issuer will have the option to redeem, in whole but not in part, the Deeply Subordinated Notes pursuant to Condition 6(m).

The implementation of any of the clarifications regarding the requirements, including the underlying principles, for classifying a financial instrument as a financial liability or an equity instrument set out in the 2023 Exposure Draft or any other 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 Deeply Subordinated Notes may change 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 Deeply Subordinated Notes pursuant to Condition 6(m).

The redemption of the Deeply 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 Deeply Subordinated Notes. During any period when the Issuer may elect to redeem the Deeply Subordinated Notes, the market value of the Deeply Subordinated Notes generally will not rise substantially above the price at which they can be redeemed. Should the Deeply 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.

2.1.8 The Conditions of the Deeply Subordinated Notes contain a prohibition of set-off

In accordance with Condition 3(b)(ii) and subject to applicable law, no holder of Deeply Subordinated Notes 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 any Deeply Subordinated Notes and each holder of Deeply Subordinated Notes shall, by virtue of its holding of any Deeply Subordinated Note, be deemed to have waived all such rights of set-off, compensation or retention. As a result, a holder of Deeply Subordinated Notes 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 Deeply Subordinated Notes. This prohibition of set-off could therefore have an adverse impact on the counterparty risk for a holder of Deeply Subordinated Notes in the event that the Issuer were to become insolvent.

2.1.9 Fixed Rate Resettable Notes

Condition 5(b)(ii) allows for Fixed Rate Resettable Notes to be issued. With respect to any Deeply Subordinated Notes issued as Fixed Rate Resettable Notes, the rate of interest on such Fixed Rate Resettable Notes will be reset by reference to the then prevailing Mid-Swap Rate, as adjusted by any margin(s) applicable to the relevant reset interest period(s) specified in the relevant Final Terms. The reset of the rate of interest in accordance with such provisions may significantly affect the secondary market and the market value of such Fixed Rate Resettable Notes. Following any such reset of the rate of interest applicable to the Fixed Rate Resettable Notes, the First Reset Rate of Interest or any Subsequent Reset Rate of Interest on the relevant Fixed Rate 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 holder of Deeply Subordinated Notes issued as Fixed Rate Resettable Notes is exposed to the risk of fluctuating interest rate levels and uncertain interest income and may be impacted by such fluctuations.

2.2 Risk Factors relating to the Interest payable on the Notes

2.2.1 Fixed Rate Notes

As contemplated by Condition 5(b), the Issuer may issue Fixed Rate Notes bearing 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 arrears on each Interest Payment Date.

Investment in Notes which bear interest at a fixed rate involves the risk that subsequent changes in market interest rates may adversely affect the value of the relevant Tranche of Notes and Noteholders may lose all or part of their investment in the Notes and therefore their interests may be significantly negatively altered.

While the nominal interest rate of a Fixed Rate Note is determined during the term of such Note or within a given period of time, the market interest rate (the “**Market Interest Rate**”) typically varies on a daily basis. As the Market Interest Rate changes, the price of the Notes varies in the opposite direction. If the Market Interest Rate increases, the price of the Notes typically decreases, until the yield of the Note equals approximately the Market Interest Rate. If the Market Interest Rate decreases, the price of a Fixed Rate Note typically increases, until the yield of such Note equals approximately the Market Interest Rate.

Therefore, the price of the Notes at any particular time may be lower than the purchase price of the Notes paid by the Noteholder. 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.

2.2.2 Floating Rate Notes

As contemplated in Condition 5(c), investment in Notes which bear interest at a floating rate comprise (i) a reference rate and (ii) a margin to be added or subtracted, as the case may be, from such base rate. Typically, the relevant margin will not change throughout the life of the Notes but there will be a periodic adjustment (as specified in the relevant Final Terms) of the reference rate (e.g., every three months or six months) which itself will change in accordance with general market conditions. 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. As a result, Noteholders may lose all or part of their investments in the Notes and therefore their interests may be significantly negatively altered.

2.2.3 Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

As contemplated in Condition 5(c), 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 definite 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 terms and conditions of the Notes, as further specified in the relevant Final Terms, provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing. As a result, Noteholders may lose all or part of their investments in the Notes and therefore their interests may be significantly negatively altered.

2.2.4 Fixed/Floating Rate Notes

As contemplated in Condition 5(d), 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 on the date set out in the Final Terms. The conversion (whether it be automatic or optional) of the interest rate may affect the secondary market and the market value of the Notes since the conversion may produce a lower overall cost of borrowing. If a Fixed Rate is converted to a Floating Rate, the spread on the fixed to Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new Floating Rate at any time may be lower than the rates on other Notes. The conversion from a Floating Rate to a Fixed Rate, the Fixed Rate may be lower than then prevailing rates on its Notes.

Investors should refer to risk factors set out in the risk factors entitled “Fixed Rate Notes” and “Floating Rate Notes”.

2.2.5 Zero Coupon Notes

As contemplated by Condition 5(e), the Issuer may issue 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 and holders of Unsubordinated Notes may, as a result, lose all or part of their investment in the Notes.

2.2.6 Reform and regulation of “benchmarks”

Pursuant to Condition 5(c) and where the applicable Final Terms for a Series of Floating Rate Notes, Fixed/Floating Rate Notes and/or Fixed Rate Resettable Notes, as the case may be, specify that the Rate of Interest for such Notes will be determined by reference to Reference Rate or, as the case may be, Mid-Swap Rate (or any component part thereof) that constitute “benchmarks” (including the Euro Interbank Offered Rate (“**EURIBOR**”)), such “benchmarks” are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequences could have a material adverse effect on the liquidity and value of and return on any Notes linked to such a “benchmark”.

Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, as amended (the “**Benchmarks Regulation**”) is applicable since 1 January 2018 and applies to the provision of “benchmarks” in the EU, the contribution of input data to a “benchmark” and the use of a “benchmark” within the EU.

The Benchmarks Regulation could have a material adverse impact on any Notes linked to a rate or index deemed to be a “benchmark”, in particular if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

More broadly, any of the international, national or other proposals for reform or the general increased regulatory scrutiny of “benchmarks”, could (i) increase the costs and risks of administering or otherwise participating in the setting of a “benchmark” and complying with any such regulations or requirements, (ii) discourage market participants from continuing to administer or contribute to certain “benchmarks”, (iii) trigger changes in the rules or methodologies used in certain “benchmarks”, or (iv) lead to the disappearance of certain “benchmarks”.

Any of the above changes or any other consequential changes as a result of international, national or other proposals for reform or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to a “benchmark”.

2.2.7 Floating Rate Notes, Fixed/Floating Rate Notes and Fixed Rate Resettable Notes – benchmark discontinuation

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes, Fixed/Floating Rate Notes and/or Fixed Rate Resettable Notes, as the case may be, is to be determined, and EURIBOR or another Reference Rate (other than €STR, SARON, SOFR Benchmark, SONIA and TONA) has been selected as the Reference Rate, Condition 5(c)(iii)(C) and Condition 5(b)(ii)(C) provide that if the Original Reference Rate or, as the case may be, the Original Mid-Swap Rate is discontinued, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable). The use of any such Successor Rate, Alternative Rate, Successor Mid-Swap Rate or Alternative Mid-Swap Rate (as applicable) to determine the Rate of Interest is likely to result in Notes initially linked to or referencing the Original Reference Rate or, as the case may be, the Original Mid-Swap Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate or, as the case may be, the Original Mid-Swap Rate were to continue to apply in its current form.

Furthermore, if (a) a Successor Rate or an Alternative Rate for the Original Reference Rate or (b) a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate for the Original Mid-Swap Rate (or any component part thereof) is determined by the Independent Adviser, the Terms and Conditions of the Notes provide that the Issuer may vary the Terms and Conditions of the Notes, as necessary to ensure the proper operation of such Successor Rate, Alternative Rate, Successor Mid-Swap Rate or Alternative Mid-Swap Rate (as applicable), without any requirement for consent or approval of the Noteholders.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable) in accordance with the Terms and Conditions of the Notes.

Where the Issuer is unable to appoint an Independent Adviser in a timely manner, or the Independent Adviser is unable, to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable) before the next Interest Determination Date or Reset Determination Date (as applicable), the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date or Reset Determination Date (as applicable) before the occurrence of the Benchmark Event or the Mid-Swap Benchmark Event (as applicable), or, where the Benchmark Event or the Mid-Swap Benchmark Event occurs before the first Interest Determination Date or the first Reset Determination Date (as applicable), the Rate of Interest will be the initial Rate of Interest.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable) in respect of any given Interest Period or Reset Period (as applicable), it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date or Reset Determination Date (as applicable) and/or to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or, failing which, an Alternative Mid-Swap Rate (as applicable) to apply the next succeeding and any subsequent Interest Periods or Reset Period (as applicable), as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date or Reset Determination Date (as applicable) before the occurrence of the Benchmark Event or the Mid-Swap Benchmark Event (as applicable) is likely to result in Notes

linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable) could be determined.

If the Independent Adviser fails to determine a Successor Rate, an Alternative Rate, a Successor Mid-Swap Rate or an Alternative Mid-Swap Rate (as applicable) for the life-time of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date or Reset Determination Date (as applicable) before the occurrence of the Benchmark Event or the Mid-Swap Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Notes, Fixed/Floating Rate Notes or the Fixed Rate Resettable Notes in effect, becoming Fixed Rate Notes. Noteholders may, in such circumstances, be materially affected and receive a lower interest as they would have expected if an Independent Adviser had been determined or if such Independent Adviser did not fail to determine such Successor, Alternative Rate, Successor Mid-Swap Rate or Alternative Mid-Swap Rate (as applicable).

2.2.8 The risk-free rates (including overnight rates) may be used for Floating Rate Notes

Condition 5(c) allows the Notes referencing risk-free rates to be issued. The risk-free rates, such as the Sterling Overnight Index Average (“**SONIA**”), the Secured Overnight Financing Rate (“**SOFR**”), the Daily Euro Short-term Rate (“**€STR**”), the Tokyo Overnight Average (“**TONA**”) and the Swiss Average Rate Overnight (“**SARON**”), as reference rates in the capital markets for Sterling, U.S. dollar, euro, Japanese Yen or Swiss Franc bonds, as applicable, have been adopted as alternatives to the certain interbank offered rates.

Such risk-free rates have a limited performance history and the future performance of such risk-free rates remains uncertain. As a consequence, no future performance of Floating Rate Notes referencing risk-free rates may be inferred from any of the hypothetical or actual historical performance data. In addition, risk-free rates may behave materially differently to interbank offered rates as interest reference rates. For example, since publication of SOFR began, daily changes in SOFR have, on occasion, been more volatile than daily changes in comparable benchmarks or other market rates.

Interest is calculated on the basis of the compounded risk-free rate or an arithmetic average of the risk-free rate, using the relevant specific formula set out in the Terms and Conditions of the Notes. In addition, market conventions for calculating the interest rate for notes referencing risk-free rates continue to develop and market participants and relevant working groups are exploring alternative reference rates based on risk-free rates. Accordingly, the specific formula for calculating the rate used in the Notes issued under the Base Prospectus may not be widely adopted by other market participants, if at all.

The Issuer may in the future also issue Notes referencing risk-free rates that materially differ in terms of interest determination when compared with any previous Notes referencing risk-free rates issued by it. If the market adopts a different calculation method, that could adversely affect the market value of Notes issued under the Programme.

Interest on Notes which reference a risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference risk-free rates to reliably estimate the amount of interest which will be payable on such Notes.

Each risk-free rate is published and calculated by third parties based on data received from other sources and the Issuer has no control over their respective determinations, calculations or publications. There is a risk that the relevant risk-free rate (or the Compounded SOFR Index or SONIA Compounded Index Rate) will be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference such risk-free rate (or that any applicable benchmark fallback provisions provided for in the Terms and Conditions of the Notes will provide a rate which is not economically equivalent for Noteholders). If the manner in which the relevant risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Terms and Conditions of the Notes and used in relation to Notes that reference a risk-free rate issued under the Base Prospectus.

Any mismatch between the adoption of such risk-free rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which investors may put in place in connection with any acquisition, holding or disposal of any Notes.

2.3 Risk Factors relating to the Redemption of the Notes

2.3.1 Notes subject to early redemption

The Issuer has the option, if so specified in the relevant Final Terms, to redeem the Unsubordinated Notes under a make-whole call option as provided in Condition 6(c)(i), a call option as provided in Condition 6(d)(i), a residual maturity call option as provided in Condition 6(e) or a clean-up call option as provided in Condition 6(f).

The Issuer has the option, if so specified in the relevant the Final Terms, to redeem the Deeply Subordinated Notes under a make-whole call option as provided in Condition 6(c)(ii), a Call Option as provided in Condition 6(d)(ii), a clean-up call option as provided in Condition 6(f), a Gross-Up Event as provided in Condition 6(j)(ii)(A), a Withholding Tax Event as provided in Condition 6(j)(ii)(B), a Tax Deductibility Event as provided in Condition 6(j)(ii)(C), a Change of Control Call Event as provided in Condition 6(k)(ii), an Accounting Event Call Option as provided in Condition 6(l) and a Capital Event call option as provided in Condition 6(m).

In particular, in case of a Clean-up Call Option is specified in the relevant the Final Terms of Unsubordinated Notes or Deeply Subordinated Notes, there is no obligation for the Issuer to inform investors if and when the percentage of 75 per cent. 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 this option, the Notes may have been traded significantly above par, thus potentially resulting in a loss of capital invested.

Furthermore, the exercise of the Make-Whole Redemption by the Issuer pursuant to Condition 6(c)(i) may be subject to the satisfaction of certain refinancing conditions referred to in the notice published by the Issuer in connection thereto. Failure to meet these refinancing conditions may render the notice revocable, in which case the Make-Whole Redemption by the Issuer will not occur, which may have a negative impact on the Noteholders as the market price of the Notes is likely to fall below the expected Make-Whole Redemption Amount.

As provided in Condition 6(l), if an Accounting Event occurs on or after the Issue Date and the Issuer decides to exercise its option to redeem the Deeply Subordinated Notes, the early redemption price on the Deeply Subordinated Notes will be different whether such Accounting Event occurs prior to, or on or after, the Accounting Event Cut-Off Date specified in the relevant Final Terms.

Similarly, and as provided in Condition 6(m), if a Capital Event occurs on or after the Issue Date and the Issuer decides to exercise its option to redeem the Deeply Subordinated Notes, the early redemption price on the Deeply Subordinated Notes will be different whether such Capital Event occurs prior to, or on or after, the Capital Event Cut-Off Date specified in the relevant Final Terms.

Furthermore, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the country of domicile (or residence for tax purposes) by the Issuer, or on behalf of France, or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may or, with respect to Unsubordinated Notes only, in certain circumstances shall, redeem all, but not some only, of the outstanding Notes in accordance with the Terms and Conditions of the Notes.

In addition, if in the case of any Notes the relevant Final Terms specify that the Notes are redeemable at the Issuer's option, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. During a period when the Issuer may elect, or has elected, to redeem Notes, such Notes may feature a market value substantially above the price at which they can be redeemed.

As a consequence, the yields received upon redemption may be lower than expected. Furthermore, an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

All of the above may reduce the profits potential investors in the Notes may have expected in subscribing the Notes and could have significant impact on the Noteholders.

2.3.2 Change of Control Put Option, Put Option, Call Option

Exercise of the Change of Control Put Option as provided in Condition 6(k) and the Put Option provided in Condition 6(g), in respect of certain Unsubordinated Notes only, or the Call Option as provided in Condition 6(d) in respect of certain Notes may affect the liquidity of the Notes of the same Series in respect of which such option is not exercised.

Following a Potential Change of Control, even if a Rating Downgrade occurs during the Change of Control Period in respect of such Potential Change of Control, holders of the Unsubordinated Notes will not benefit from a Change of Control Put Option if no Change of Control ultimately occurs.

Depending on the number of Notes of the same Series in respect of which the Change of Control Put Option and the Put Option, in respect of certain Unsubordinated Notes only, or the Call Option provided in the relevant Final Terms is exercised, any trading market in respect of those Notes in respect of which such option is not exercised may become illiquid and Noteholders may lose part of their investment.

2.4 Risk Factors relating to Inflation Linked Notes

As contemplated in Condition 5(c), the Issuer may issue Inflation Linked Notes. Inflation Linked Notes are debt securities which do not provide for predetermined interest payments and/or in respect of which the principal is indexed. Interest amounts and/or principal will be dependent upon the performance of either (i) the consumer price index (excluding tobacco) for all households in metropolitan France (the "CPI"), as calculated and published monthly by the *Institut National de la Statistique et des Etudes Economiques* ("INSEE"), or (ii) the harmonised index of consumer

prices excluding tobacco, or the relevant successor index, measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat (the “**HICP**”) (each an “**Inflation Index**” and together, the “**Inflation Indices**”). If the value of the relevant index calculated at anytime prior to the maturity date is lower than the value of the relevant index at the time of the issue of the Unsubordinated Notes or at the time of purchase by the holders of Unsubordinated Notes, then the amount of interest payable by the Issuer and/or the principal of Inflation Linked Notes may vary. Holders of Unsubordinated Notes may receive no interest. However, if the nominal amount to be repaid at maturity is below par, the Inflation Linked Notes will be redeemed at par.

The above-factors could materially and adversely affect the liquidity of the Unsubordinated Notes and investors could lose all or part of their investment.

2.5 Risk Factors relating to the denomination of the Renminbi-denominated Notes

The relevant Final Terms in relation to any Series of Unsubordinated Notes may specify that the Notes are denominated in Renminbi (“**RMB Notes**”). RMB Notes contain particular risks for potential investors.

Renminbi is not freely convertible and may adversely affect the liquidity of the RMB Notes

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the U.S. dollar, despite the significant reduction over the years by the PRC government of its control over routine foreign exchange transactions under current accounts.

Remittance of Renminbi into and out of the PRC for the settlement of capital account items, such as capital contributions, debt financing and securities investments, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into and out of the PRC for settlement of capital account items are adjusted from time to time to match the policies of the PRC Government.

Although Renminbi was added to the Special Drawing Rights basket created by the International Monetary Fund in 2016, and the People’s Bank of China (“**PBOC**”) and the Ministry of Commerce of the People’s Republic of China have implemented policies for further improving accessibility to Renminbi to settle cross-border transactions in foreign currencies, there is a risk that the PRC government will not continue to gradually liberalise the control over cross-border RMB remittances in the future, that any pilot schemes for Renminbi cross-border utilisation will be discontinued or that new PRC regulations will be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. In the event that funds cannot be repatriated outside the PRC in Renminbi, this may affect 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.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of the RMB Notes and the Issuer’s ability to source Renminbi outside the PRC to service such RMB Notes.

As a result of the restrictions imposed by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. In efforts to internationalise the Renminbi, the PBOC has established Renminbi clearing and settlement systems for participating banks in various countries through settlement agreements on the clearing of Renminbi business

with financial institutions (each, a “**Renminbi Clearing Bank**”) in a number of financial centres and cities, has established the Cross-Border Inter-Bank Payments System (CIPS) to facilitate cross-border Renminbi settlement and is in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the “**Settlement Arrangements**”).

However, the current size of Renminbi-denominated financial assets outside the PRC is limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as restrictions on the types of transactions for such cross-border Renminbi settlement. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC, although the PBOC has gradually allowed participating banks to access the PRC’s onshore inter-bank market for the purchase and sale of Renminbi. The RMB Clearing Banks only have limited access to onshore liquidity support from the PBOC to square open positions of its relevant participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In cases where the participating banks cannot source sufficient Renminbi through the above channels, they will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is a risk that new PRC regulations will be promulgated or the Settlement Agreements will be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the RMB Notes. To the extent the Issuer is required to source Renminbi in the offshore market to service its RMB Notes, there is a risk that the Issuer may not be able to source such Renminbi on satisfactory terms, if at all. Should the Issuer resort to using another currency, such as U.S. dollar, to respect its payment obligations under the RMB Notes, the relevant holders of Unsubordinated Notes may lose part of their investment when converting such currency back into Renminbi, depending on the prevailing exchange rate at that time. As a result, holders of Unsubordinated Notes may be received a lower income on their instruments in the Unsubordinated Notes or lose all or part of their investment.

2.6 Risk Factors relating to Notes issued at a substantial discount or premium

The issue price of any specific Series of Notes will be determined in the relevant Final Terms. The Notes may be issued at a substantial discount or premium to their nominal amount. The market values of securities 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 securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Any future market volatility in interest rates may have a significant adverse effect on the value and marketability of the Notes and Noteholders could lose part of their investment.

2.7 Risk Factors relating to the market generally

2.7.1 No active Secondary/Trading Market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there may be no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single Series with a Tranche of Notes which is

already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although a particular Series of Notes may specify in the relevant Final Terms that they are expected to be listed and admitted to trading on Euronext Paris and/or on any other Regulated Market in the EEA provided that a passporting application has been made by the Issuer to the AMF and provided that a certificate of approval has been notified by the AMF to the relevant competent authority, there is a risk that any particular Tranche of Notes will not be so listed and admitted or that an active trading market will develop. Accordingly, the development or liquidity of any trading market for any particular Tranche of Notes remains uncertain. As a consequence, investors may not be able to sell Notes readily or at prices that will enable them to realise their anticipated yield and as a result, investors could lose all or part of their investment in the Notes.

2.7.2 Market Value of the Notes

The market value of the Notes will be affected by the creditworthiness of the Issuer (the Programme has been rated Baa1 (senior unsecured) by Moody's and, as of the date of this Base Prospectus, the long term debt rating of the Issuer by Moody's is Baa1 (stable outlook) and BBB+ (stable outlook) by S&P), and a number of additional factors, including the value of an index, including, but not limited to, the volatility of an index, market interest and yield rates and the time remaining to the maturity date.

Application will be made in certain circumstances to list and admit the Notes on Euronext Paris and application may be made for the listing and admission to trading on any other Regulated Market in the EEA provided that a passporting application has been made by the Issuer to the AMF and provided that a certificate of approval has been notified by the AMF to the relevant competent authority.

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 part of their investment in the Notes.

2.7.3 Exchange Rates risks and exchange controls

The Programme allows for Notes to be issued in a range of currencies (each a “**Specified Currency**” as defined in the Terms and Conditions of the Notes). The reference assets or the Notes may be denominated in a currency other than the currency of the Noteholder's home jurisdiction; and/or the reference assets or the Notes may be denominated in a currency other than the currency in which a Noteholder wishes to receive funds. Exchange rates between currencies are determined by factors of supply and demand in the international currency markets which are influenced by macro-economic factors, speculation and central bank and government intervention (including the imposition of currency controls and restrictions). Fluctuations in exchange rates may affect the value of the Notes or the reference assets.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, if this risk ever materialises, investors may receive less interest or principal than expected, or no interest or principal at all.

FORWARD-LOOKING STATEMENTS

This Base Prospectus 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.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following:

- (a) the pages referred to in the table below included in the 2024 Universal Registration Document in the French language, filed with the AMF on 11 March 2025 under No. D. 25-0085, which contains the audited consolidated annual financial statements of Danone for the financial year ended 31 December 2024 (the “**2024 Universal Registration Document**”) (<https://www.danone.com/content/dam/corp/global/danonecom/investors/fr-all-publications/2025/registrationdocuments/danonedocumentdenregistrementuniversel2024.pdf>);
- (b) the pages referred to in the table below included in the 2023 Universal Registration Document in the French language, filed with the AMF on 12 March 2024 under No. D. 24-0099, which contains the audited consolidated annual financial statements of Danone for the financial year ended 31 December 2023 (the “**2023 Universal Registration Document**”) (<https://www.danone.com/content/dam/corp/global/danonecom/investors/fr-all-publications/2023/registrationdocuments/deudanone2023.pdf>);
- (c) the terms and conditions of the notes contained in the base prospectuses of the Issuer dated 26 October 2015 (https://www.danone.com/en/emtn-prospectus/2015/Danone_2015_Base_Prospectus.pdf, the “**2015 EMTN Conditions**”), 26 September 2016 (https://www.danone.com/en/emtn-prospectus/2016/Update_Base_Prospectus.pdf, the “**2016 EMTN Conditions**”), 12 April 2019 (https://www.danone.com/en/emtn-prospectus/2019/danone-2019_base-prospectus_visa.pdf, the “**2019 EMTN Conditions**”), 9 April 2020 (https://www.danone.com/content/dam/danone-corp/danone-com/investors/fr-emtn-prospectus/2020/emtnprospectus/2020_EMTN_Base_Prospectus.pdf, the “**2020 EMTN Conditions**”), 21 April 2021 (https://www.danone.com/content/dam/danone-corp/danone-com/investors/en-emtn-prospectus/2021/emtnprospectus/Danone_2021_Base_Prospectus.pdf, the “**2021 EMTN Conditions**”), 18 May 2022 (<https://www.danone.com/content/dam/danone-corp/danone-com/investors/fr-emtn-prospectus/2022/emtnprospectus/danone2022baseprospectus.pdf>, the “**2022 EMTN Conditions**”), 3 May 2023 (<https://www.danone.com/content/dam/corp/global/danonecom/investors/en-emtn-prospectus/2023/emtnprospectus/danone2023baseprospectus.pdf>, the “**2023 EMTN Conditions**”) and 28 March 2024 (<https://www.danone.com/content/dam/corp/global/danonecom/investors/fr-emtn-prospectus/2024/emtnprospectus/danone2024baseprospectus.pdf>, the “**2024 EMTN Condition**” and, together with the 2015 EMTN Conditions, the 2016 EMTN Conditions, the 2019 EMTN Conditions, the 2020 EMTN Conditions, the 2021 EMTN Conditions, the 2022 EMTN Conditions and the 2023 EMTN Conditions, the “**EMTN Previous Conditions**”),

which shall be deemed to be incorporated by reference, save that any statement contained in a document which is incorporated by reference herein shall be deemed to 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).

For information purposes only, the English language translations of (i) the 2023 Universal Registration Document and (ii) the 2024 Universal Registration Document are available on the website of the Issuer (www.danone.com). For ease of reference, the page numbering of the English language translations of the documents incorporated by reference is identical to the French versions. These English language translations are not incorporated by reference herein.

This Base Prospectus and copies of all documents incorporated by reference in this Base Prospectus shall be published on and may be obtained from the website of the Issuer (www.danone.com).

The non-incorporated parts of the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus and are either not relevant for the investors or covered elsewhere in this Base Prospectus.

Other than in relation to the documents which are incorporated by reference, the information on the websites to which this Base Prospectus 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 following cross-reference table (in which the numbering refers to the relevant items of Annex 7 of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019 supplementing the Prospectus Regulation, as amended, (the “**Commission Delegated Regulation**”)).

Commission Delegated Regulation – Annex 7		2024 Universal Registration Document	2023 Universal Registration Document
2	STATUTORY AUDITORS		
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).	Page 6	Page 6
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.	Not applicable	Not applicable
3	RISK FACTORS		
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.	Pages 27 to 41	
4	INFORMATION ABOUT THE ISSUER		
4.1	<u>History and development of the Issuer:</u>		
4.1.1	the legal and commercial name of the Issuer;	Page 6	
4.1.2	the place of registration of the issuer and its registration number and legal entity identifier (‘LEI’);	Page 6	
4.1.3	the date of incorporation and the length of life of the Issuer, except where indefinite; and	Page 6	
4.1.4	the domicile and legal form of the issuer, the legislation under which the issuer operates, its	Page 6	

Commission Delegated Regulation – Annex 7		2024 Universal Registration Document	2023 Universal Registration Document
	country of incorporation, the address, telephone number of its registered office (or principal place of business if different from its registered office) and website of the issuer, if any, with a disclaimer that the information on the website does not form part of the prospectus unless that information is incorporated by reference into the prospectus.		
4.1.5	Any recent events particular to the issuer and which are to a material extent relevant to an evaluation of the issuer's solvency.	Pages 50 to 69, 133 and 135	
5	BUSINESS OVERVIEW		
5.1	<u>Principal activities:</u>		
5.1.1	A brief description of the issuer's principal activities stating the main categories of products sold and/or services performed; and	Pages 14 to 25 and 50 to 54	
5.1.2	The basis for any statements in the registration document made by the issuer regarding its competitive position.	Pages 8 (Items entitled " <i>Parts de marché et positions de Danone sur le marché</i> " and " <i>Parts de marchés et positions sur le marché</i> " in the table of section 1.2), 14 to 15 and 22	
6	ORGANISATIONAL STRUCTURE		
6.1	If the issuer is part of a group, a brief description of the group and the issuer's position within the group. This may be in the form of, or accompanied by, a diagram of the organisational structure if this helps to clarify the structure.	Pages 26 and 51	
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.	Not applicable	
9	ADMINISTRATIVE, MANAGEMENT, AND SUPERVISORY BODIES		
9.1	Names, business addresses and functions in the issuer of the following persons, and an indication of the principal activities performed by them outside the issuer where these are significant with respect to that issuer: (e) members of the administrative, management or supervisory bodies; (f) partners with unlimited liability, in the case of a limited partnership with a share capital.	Pages 374, 383, 395 to 406 Not applicable	

Commission Delegated Regulation – Annex 7		2024 Universal Registration Document	2023 Universal Registration Document
9.2	<u>Administrative, Management, and Supervisory bodies conflicts of interests</u> Potential conflicts of interests between any duties to the issuer, of the persons referred to in item 9.1, and their private interests and or other duties must be clearly stated. In the event that there are no such conflicts, a statement to that effect must be made.	Pages 381 to 383	
10	MAJOR SHAREHOLDERS		
10.1	To the extent known to the issuer, state whether the issuer is directly or indirectly owned or controlled and by whom and describe the nature of such control, and describe the measures in place to ensure that such control is not abused.	Pages 472 to 474	
10.2	A description of any arrangements, known to the issuer, the operation of which may at a subsequent date result in a change in control of the issuer.	Page 476	
11	FINANCIAL INFORMATION CONCERNING THE ISSUER'S ASSETS AND LIABILITIES, FINANCIAL POSITION AND PROFITS AND LOSSES		
11.1	<u>Historical Financial Information</u>		
11.1.1	Historical financial information covering the latest two financial years (at least 24 months) or such shorter period as the issuer has been in operation and the audit report in respect of each year. (a) balance sheet; (b) income statement; (c) cash flow statement; and (d) accounting policies and explanatory notes	Pages 74 to 141 Pages 76-77 Pages 74-75 Pages 78-79 Pages 82 to 137	Pages 68 to 133 Pages 70-71 Pages 68-69 Pages 72-73 Pages 76 to 128
11.1.3	<u>Accounting standards</u>	Pages 84-85	Pages 78-80
	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 statements must be prepared according to: (a) a Member State's national accounting standards for issuers from the EEA as required by Directive 2013/34/EU;		

Commission Delegated Regulation – Annex 7	2024 Universal Registration Document	2023 Universal Registration Document
(b) a third country's national accounting standards equivalent to Regulation (EC) No 1606/2002 for third country issuers.		
Otherwise the following information must be included in the registration document: (a) a prominent statement that the financial information included in the registration document has not been prepared in accordance with International Financial Reporting Standards as endorsed in the Union based on Regulation (EC) No 1606/2002 and that there may be material differences in the financial information had Regulation (EC) No 1606/2002 been applied to the historical financial information; (b) immediately following the historical financial information a narrative description of the differences between Regulation (EC) No 1606/2002 as adopted by the Union and the accounting principles adopted by the issuer in preparing its annual financial statements.		
11.1.5 <u>Consolidated financial statements</u>	Pages 74 to 141	Pages 68 to 133
If the issuer prepares both stand-alone and consolidated financial statements, include at least the consolidated financial statements in the registration document.		

Commission Delegated Regulation – Annex 7		2024 Universal Registration Document	2023 Universal Registration Document
11.2	<u>Auditing of historical annual financial information</u>		
11.2.1	The historical annual financial information must be independently audited. The audit report shall be prepared in accordance with Directive 2006/43/EC and Regulation (EU) No 537/2014.	Pages 138 to 141	Pages 129 to 133
11.2.1a	Where audit reports on the annual financial statements have been refused by the statutory auditors or where they contain qualifications, modifications of opinion, disclaimers or an emphasis of matter, the reason must be given, and such qualifications, modifications, disclaimers or emphasis of matter must be reproduced in full.	Not applicable	Not applicable
11.3	<u>Legal and arbitration proceedings</u>		
11.3.1	Information on 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 12 months which may have, or have had in the recent past, significant effects on the issuer and/or group's financial position or profitability, or provide an appropriate negative statement.	Page 135	
12	MATERIAL CONTRACTS		
12	A brief summary of all material contracts that are not entered into in the ordinary course of the issuer's business, which could result in any group member being under an obligation or entitlement that is material to the issuer's ability to meet its obligation to security holders in respect of the securities being issued.	Page 54	

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.

EMTN Previous Conditions	
Base prospectus dated 26 October 2015	Pages 28 to 60
Base prospectus dated 26 September 2016	Pages 26 to 57
Base prospectus dated 12 April 2019	Pages 36 to 79
Base prospectus dated 9 April 2020	Pages 38 to 82
Base prospectus dated 21 April 2021	Pages 41 to 85
Base prospectus dated 18 May 2022	Pages 40 to 112
Base prospectus dated 3 May 2023	Pages to 40 to 112
Base prospectus dated 28 March 2024	Pages 40 to 114

SUPPLEMENT TO THE BASE PROSPECTUS

If at any time the Issuer is required to prepare a prospectus supplement pursuant to provisions of Article 23 of the Prospectus Regulation, the Issuer will prepare and make available an appropriate supplement to this Base Prospectus or a further 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 of a Member State of the EEA, shall constitute a prospectus supplement as required by Article 23 of the Prospectus Regulation.

The Issuer has given an undertaking to the Dealers that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information contained in this Base Prospectus which may affect the assessment of any Notes and whose inclusion in or removal from this Base Prospectus is necessary for the purpose of allowing an investor to make an informed assessment of the assets and liabilities, profits and losses, financial position and prospects of the Issuer, the rights attaching to the Notes and the reason for the issuance and its impact on the Issuer, the Issuer shall prepare a supplement to this Base Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer such number of copies of such supplement hereto as such Dealer may reasonably request.

TERMS AND CONDITIONS OF THE NOTES

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

An agency agreement dated 28 March 2025 (as amended or supplemented from time to time, the “**Agency Agreement**”) has been agreed between Danone (“**Danone**” or the “**Issuer**”), BNP PARIBAS (acting through its Securities Services business) as fiscal agent and the other agents named in it. The fiscal agent, the paying agents, the redenomination agent, the consolidation agent and the calculation agent(s) for the time being (if any) are referred to below respectively as the “**Fiscal Agent**”, the “**Paying Agents**” (which expression shall include the Fiscal Agent), the “**Redenomination Agent**”, the “**Consolidation Agent**” and the “**Calculation Agent(s)**”. In respect of Condition 6(c) BNP PARIBAS (acting through its Securities Services business) will not act as Calculation Agent and the Issuer shall appoint an independent calculation agent specified in the relevant Final Terms (the “**Make-Whole Calculation Agent**”) in respect of this Condition. If a Make-Whole Redemption by the Issuer is specified as applicable in the relevant Final Terms, such Final Terms will set out the relevant Make-Whole Calculation Agent appointed by the Issuer.

The holders of Dematerialised Notes and Materialised Notes, the holders of the interest coupons (the “**Coupons**”) relating to interest bearing Materialised Notes and, where applicable in the case of such Notes, talons (the “**Talons**”) for further Coupons (the “**Couponholders**”) and the holders of the receipts (the “**Receipts**”) for the payment of instalments of principal (the “**Receiptholders**”) relating to Materialised Notes of which the principal is payable in instalments are deemed to have notice of all of the provisions of the Agency Agreement applicable to them.

Terms between square brackets shall apply to Unsubordinated Notes guaranteed by Danone when Danone is replaced and substituted by the Substituted Issuer, as provided in Condition 16. References below to “**Guarantor**” shall mean Danone, in its capacity as guarantor of Unsubordinated Notes if there is a substitution of the Issuer in accordance with Condition 16.

References below to “**Conditions**” are, unless the context requires otherwise, to the numbered paragraphs below.

For the purpose of these Terms and 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, as amended from time to time.

In these Conditions, references to “**day**” or “**days**” are to calendar days unless the context otherwise specifies.

1 Form, Denomination(s), Title and Redenomination

- (a) **Form:** Notes may be issued either in dematerialised form (“**Dematerialised Notes**”) or in respect of Unsubordinated Notes only, in materialised form (“**Materialised Notes**”).

Title to Dematerialised Notes will be evidenced in accordance with Articles L.211-3 and R.211-1 of the French *Code monétaire et financier* (the “**Code**”) by book entries (*inscriptions en compte*).

No physical document of title (including *certificats représentatifs* pursuant to Article R.211-7 of the Code) 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 (the “**Final Terms**”), in either bearer form (*au porteur*), in which case they are inscribed in the books of Euroclear France (acting as central depository) (“**Euroclear France**”) which shall credit the accounts of Account Holders, or in registered 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**”).

The Issuer may require the identification of the Noteholders, in accordance with French law, unless such right is expressly excluded in the relevant Final Terms.

For the purpose of these Conditions, “**Account Holder**” means any financial intermediary institution entitled directly or indirectly to hold accounts on behalf of its customers with Euroclear France, and includes the depository bank for Clearstream Banking, S.A. (“**Clearstream**”) and Euroclear Bank SA/NV (“**Euroclear**”).

In the case of Dematerialised Notes issued in bearer form (*au porteur*), Euroclear France shall act as agent for the Issuer solely for the purpose of maintaining the record of ownership of such Dematerialised Notes in Euroclear France’s books. In the case of Dematerialised Notes issued in administered registered form (*au nominatif administré*), each Account Holder shall act as agent for the Issuer solely for the purpose of maintaining the record of ownership of such Dematerialised Notes in such Account Holder’s books.

Materialised Notes are issued in bearer form (“**Materialised Bearer Notes**”). Materialised Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, 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. Instalment Notes are issued with one or more Receipts attached.

In accordance with Articles L.211-3 and R.211-1 of the Code, 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) as set out in the relevant Final Terms (the “**Specified Denomination(s)**”) save that the minimum denomination of each Note listed and admitted to trading on a Regulated Market in circumstances which require the publication of a Base Prospectus under Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) will be at least €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency at the issue date) or such other higher amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency. Dematerialised Notes shall be issued in one Specified Denomination only.

(c) **Title:**

- (i) Title to Dematerialised Notes in bearer form (*au porteur*) and in administered registered form (*au nominatif administré*) shall pass upon, and transfer of such Notes may only be

effected through, registration of the transfer in the accounts of Account Holders. Title to Dematerialised Notes in fully registered form (*au nominatif pur*) shall pass upon, and transfer of such Notes may only be effected through, registration of the transfer in the accounts of the Issuer or of the Registration Agent.

- (ii) Title to Materialised Bearer Notes in definitive form having, where appropriate, Coupons, Receipt(s) 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 (as defined below) of any Note, Receipt, 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**", "**holder of any Note**", "**holder of Deeply Subordinated Notes**", "**holder of Unsubordinated Notes**" 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 Receipts, Coupons, 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.

(d) **Redenomination:**

The Issuer may (if so specified in the relevant Final Terms), without the consent of any of the holders of any Note, Receipt, Coupon or Talon, by giving at least 30 days' notice in accordance with Condition 15, redenominate on any Interest Payment Date 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 on or after the date on which the Member State of the European Union in whose national currency such Notes are denominated has become a participant member in the third stage 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 effects (in either case, "**EMU**"). The date on which such redenomination becomes effective shall be referred to in these Conditions as the "**Redenomination Date**".

2 Conversion and Exchanges of Notes

(e) **Dematerialised Notes:**

- (i) Dematerialised Notes issued in bearer form (*au porteur*) may not be converted into Dematerialised Notes in registered form, whether in fully registered form (*au nominatif pur*) or in administered registered form (*au nominatif administré*).
- (ii) Dematerialised Notes issued in registered form (*au nominatif*) may not be converted into Dematerialised Notes in bearer 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 Code. Any such conversion shall be effected at the cost of such Noteholder.

(f) **Materialised Notes:**

Materialised Bearer Notes of one Specified Denomination may not be exchanged for Materialised Bearer Notes of another Specified Denomination. There will no Materialised Bearer Notes in respect of Deeply Subordinated Notes.

3 Status of the Notes

The obligations of the Issuer under the Notes may be either unsubordinated (the “**Unsubordinated Notes**”) or, deeply subordinated (the “**Deeply Subordinated Notes**”), in each case, as specified in the relevant Final Terms.

(a) **Unsubordinated Notes**

The Unsubordinated Notes and, where applicable, any relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 4(a)) unsecured obligations of the Issuer and rank and will at all times rank *pari passu* and 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 financial obligations of the Issuer, from time to time outstanding.

(b) **Deeply Subordinated Notes**

The Deeply Subordinated Notes are issued pursuant to the provisions of Article L.228-97 of the French *Code de commerce*.

The principal and interest and other amounts (including Arrears of Interest (as defined below) and/or Additional Interest Amounts (as defined below)) on the Deeply Subordinated Notes constitute direct, unconditional, unsecured and Deeply Subordinated Obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Deeply Subordinated Obligations, and shall rank in priority to Equity Securities but shall be subordinated to the *titres participatifs* issued by, and the *prêts participatifs* granted to, the Issuer, and to Unsubordinated Obligations and to Ordinary Subordinated Obligations of, or issued by, the Issuer.

For the purpose of these Conditions:

“**Deeply Subordinated Obligations**” means any Deeply Subordinated Notes¹ or other Obligations or lowest ranking Obligations (*engagements subordonnés de dernier rang*) of the Issuer which rank, or are expressed to rank, *pari passu* with the Deeply Subordinated Notes.

“**Obligations**” means, in respect of any person, any financial obligation expressed to be assumed by or imposed on it under or arising as a result of any contract, agreement, guarantee, document, instrument, conduct or relationship or directly by law.

“**Ordinary Subordinated Obligations**” means any Obligations which constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* among themselves and *pari passu* with all other present or future Ordinary Subordinated Obligations, but in priority to the *prêts participatifs* granted to, and the *titres participatifs* issued by, the Issuer, Deeply Subordinated Obligations and Equity Securities but subordinated to Unsubordinated Obligations.

¹ For information purposes only, the Deeply Subordinated Obligations include, as at the date of this Base Prospectus, the Euro 500,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes issued on 14 September 2021 (ISIN: FR0014005EJ6).

“**Unsubordinated Obligations**” means any Obligations which constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and rank and will rank *pari passu* without preference or priority among themselves, *pari passu* with all other present or future unsecured and unsubordinated obligations of the Issuer (save for certain obligations required to be preferred by French law), and in priority to Ordinary Subordinated Obligations.

(c) **Payment on the Deeply Subordinated 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 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 in the event of the voluntary liquidation of the Issuer or if the Issuer is liquidated for any other reason (and in all cases listed above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Deeply Subordinated Notes), the payments of the creditors of the Issuer shall be made in the following order of priority (in each case subject to the payment in full of priority creditors):

- (i) unsubordinated creditors of the Issuer (including holders of Unsubordinated Obligations (such as the Unsubordinated Notes));
- (ii) ordinary subordinated creditors of the Issuer (including holders of Ordinary Subordinated Obligations);
- (iii) lenders in relation to *prêts participatifs* granted to the Issuer;
- (iv) holders of *titres participatifs* issued by the Issuer; and
- (v) deeply subordinated creditors of the Issuer (including holders of Deeply Subordinated Obligations (such as the Deeply Subordinated Notes)).

For such purposes, the rights of the Noteholders will be calculated on the basis of the principal amount of the Deeply Subordinated Notes together with any accrued interest of such principal amount and any Arrears of Interest (including any Additional Interest Amount thereon).

In the event of liquidation of the Issuer, the Deeply Subordinated Notes shall rank in priority only to any payments to holders of Equity Securities. The holders of Deeply Subordinated Notes shall take all steps necessary for the orderly accomplishment of any collective proceedings or voluntary liquidation.

In the event of incomplete payment of unsubordinated creditors, the obligations of the Issuer in connection with any present or future Deeply Subordinated Notes shall be terminated.

“**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*)).

The Deeply Subordinated Notes may be either dated with a fixed maturity date (the “**Dated Deeply Subordinated Notes**”) or undated with no fixed maturity date (“**Undated Deeply Subordinated Notes**”).

(d) **Prohibition of set-off**

Subject to applicable law, no holder of Deeply Subordinated Notes 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 any Deeply Subordinated Notes and each holder of Deeply Subordinated Notes shall, by virtue of its holding of any Deeply Subordinated Note, be deemed to have waived all such rights of set-off, compensation or retention.

4 Negative Pledge

(a) Unsubordinated Notes

So long as any of the Unsubordinated Notes or, if applicable, any Receipts or Coupons relating to them, remain outstanding (as defined below), the Issuer [or, as the case may be, the Guarantor] will not create any mortgage, charge, pledge or other security interest (*sûreté réelle*) (“**Security**”) upon any of its assets or revenues, present or future, to secure (i) any Relevant Indebtedness (as defined below) or (ii) any guarantee in respect of any Relevant Indebtedness (whether before or after the issue of Unsubordinated Notes), except the Guarantee (as defined in Condition 16), unless such Issuer’s obligations under the Unsubordinated Notes, Receipts and Coupons are equally and rateably secured therewith or are given for the benefit of such other security or arrangement as shall be approved by the Masse, as defined in and pursuant to Condition 11.

(b) Deeply Subordinated Notes

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

(c) Definitions

For the purposes of these Conditions:

“**Relevant Indebtedness**” means any indebtedness for borrowed money represented by bonds or notes (*obligations*) issued by the Issuer or any of its Principal Subsidiaries, [or, as the case may be, the Guarantor] which are for the time being, or are capable of being, quoted, listed or ordinarily dealt in on any stock exchange or any other regulated securities market;

“**Principal Subsidiary**” shall mean any subsidiary of Danone:

- whose total consolidated assets or gross consolidated revenues attributable to Danone represent not less than 15 per cent. of the consolidated total assets or, consolidated gross revenues, as the case may be, of Danone and its subsidiaries taken as a whole, all as calculated by reference to the then latest consolidated audited accounts of Danone and its subsidiaries; or
- to which is transferred the whole or substantially the whole of the assets and undertakings of a subsidiary which immediately prior to such transfer was a Principal Subsidiary.

“**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 6(a), (ii) in the case of Dematerialised Notes in fully registered form, to the account of the Noteholder as provided in Condition 6(a) and (iii) in the case of Materialised Notes, to the Fiscal Agent and remain available for payment against presentation and surrender of Materialised Bearer Notes, Receipts 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 Materialised Bearer Notes that have been surrendered in exchange for replacement Materialised Bearer Notes, (ii) (for the purpose only of determining how many such Materialised Bearer Notes are outstanding and without prejudice to their status for any other purpose) those Materialised Bearer Notes alleged to have been lost, stolen or destroyed and in respect of which

replacement Materialised Bearer Notes have been issued and (iii) any Temporary Global Certificate to the extent that it shall have been exchanged for one or more Definitive Materialised Bearer Notes, pursuant to its provisions.

This Condition 4 shall not apply to or be applicable in respect of any of the following Security created by the Issuer [or, as the case may be, the Guarantor] in respect of any Relevant Indebtedness over:

- (i) any office buildings or production facilities (or any equipment located therein) of Danone in each case acquired or constructed after the Issue Date by Danone for the sole purpose of financing or re-financing such acquisition or construction and securing a principal, capital or nominal amount not exceeding 100 per cent. of the cost of that acquisition or construction;
- (i) any shares or stock acquired by Danone after the Issue Date for the sole purpose of financing or re-financing such acquisition and securing a principal, capital or nominal amount not exceeding 100 per cent. of the cost of such acquisition; and
- (ii) any assets (forming all or part of a business) acquired by Danone after the Issue Date for the sole purpose of financing or re-financing such acquisition and securing a principal, capital or nominal amount not exceeding 100 per cent. of the cost of such acquisition.

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:

“2006 ISDA Definitions” means, in relation to a Series of Notes, the 2006 ISDA Definitions (as supplemented, amended and updated as at the date of issue of the first Tranche of the Notes of such Series) as published by the International Swaps and Derivatives Association, Inc. (the **“ISDA”**) (copies of which may be obtained from the ISDA at www.isda.org).

“2021 ISDA Definitions” means, in relation to a Series of Notes, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (including each matrix (and any successor matrix thereto), as defined in such 2021 ISDA Interest Rate Derivatives Definitions) as at the date of issue of the first Tranche of Notes of such Series, as published by the ISDA on its website (www.isda.org).

“Adjustment Spread” means either a spread (which may be positive or negative), or a formula or a 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 extent reasonably practicable in the circumstances, any economic prejudice or benefit, as the case may be, to Noteholders, Receipholders and Couponholders 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:

- (i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (ii) the Independent Adviser determines, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);

- (iii) the Independent Adviser determines and which 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.

“Alternative Mid-Swap Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(b)(ii)(C)(b) and which is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Deeply Subordinated Notes.

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5(c)(iii)(C)(b) and which is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes.

“Benchmark Amendments” has the meaning given to it in Condition 5(c)(iii)(C)(d).

“Benchmark Event” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will 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); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (v) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate,

provided that in the case of sub-paragraphs (ii), (iii) and (iv), the Benchmark Event shall occur on or within the six months preceding the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Fiscal Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Fiscal Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

“Business Day” means:

- (i) in the case of euro, a day on which the real time gross settlement system operated by the Eurosystem, or any successor system (the “T2”) is open for the settlement of payments in euro (a “**TARGET Business Day**”); and/or

- (ii) in relation to any sum payable in Renminbi, a day on which commercial banks and foreign exchange markets settle payments in Renminbi in Hong Kong and in the relevant Business Centre(s) (if any); and/or
- (iii) in the case of a specified currency other than euro and Renminbi, a day (other than a Saturday, Sunday or a public holiday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or
- (iv) in the case of a currency and/or one or more Business Centres specified in the relevant Final Terms (the “**Business Centre(s)**”), a day (other than a Saturday, a Sunday or a public holiday) 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.

“**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 Period or Interest Accrual Period, the “**Calculation Period**”):

- (i) if “**Actual/365**” 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);
- (ii) 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:
 - (x) 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
 - (y) 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;

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 as such in the relevant Final Terms or, if none is specified, the Interest Payment Date;

- (iii) if “**Actual/365 (Fixed)**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 365;
- (iv) if “**Actual/360**” is specified in the relevant Final Terms, the actual number of days in the Calculation Period divided by 360;

- (v) if “**30/360**”, “**360/360**” or “**Bond Basis**” is specified in the relevant 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

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

- (vi) if “**30E/360**” or “**Eurobond Basis**” is specified in the relevant 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

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

“**D₂**” is the day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D₂ will be 30

- (vii) if “**30E/360 (ISDA)**” is specified hereon, 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:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

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

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

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

“**D₁**” is the first 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

“**D₂**” is the 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.

“**Euro-zone**” means the region comprised of Member States of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

“**First Reset Date**” has the meaning 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.

“**First Reset Period**” means the period from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if none, (x) in respect of Dated Deeply Subordinated Notes, the Maturity Date or (y) in respect of Undated Deeply Subordinated Notes, the date on which such Undated Deeply Subordinated Notes are redeemed, if any.

“**First Reset Rate of Interest**” means the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the Mid-Swap Rate for the First Reset Period and the Initial Margin.

“**Initial Margin**” means the percentage specified as such in the relevant Final Terms.

“**Initial Rate of Interest**” has the meaning specified as such in the relevant Final Terms.

“**Independent Adviser**” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5(b)(ii)(C)(a) and/or Condition 5(c)(iii)(C)(a).

“**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 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 or the interest amount in relation to RMB Notes, 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 (and in such case only if the relevant Reference Rate is not SONIA), 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 and if the relevant Reference Rate is not SONIA or (iv) (where SONIA is specified as the Reference Rate in the applicable Final Terms) the fifth London Business Day (or as otherwise specified in the applicable Final Terms) prior to the last day of each Interest Accrual Period.

“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 or such other date(s) specified in the relevant Final Terms.

“ISDA Definitions” means the 2006 ISDA Definitions or the 2021 ISDA Definitions.

“Mid-Market Swap Rate” means, for any Reset Period, the arithmetic 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 Deeply Subordinated Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (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 (as specified in the relevant Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency 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 Adjustment Spread” means either a spread (which may be positive or negative), or the formula or the methodology for calculating a spread, in either case, which the Independent Adviser determines and which is required to be applied to the Successor Mid-Swap Rate or the Alternative Mid-Swap Rate, as the case may be, to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit, as the case may be, to holders of Deeply Subordinated Notes as a result of the replacement of the Original Mid-Swap Rate with the Successor Mid-Swap Rate or the Alternative Mid-Swap Rate, as the case may be, and is the spread, formula or methodology which:

- (i) in the case of a Successor Mid-Swap Rate, is formally recommended in relation to the replacement of the Original Mid-Swap Rate with the Successor Mid-Swap Rate by any Relevant Nominating Body; or
- (ii) if no such recommendation has been made, or in the case of an Alternative Mid-Swap Rate, the Independent Adviser determines and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Mid-Swap Rate, where

such rate has been replaced by the Successor Mid-Swap Rate or the Alternative Mid-Swap Rate, as the case may be; or

- (iii) if the Independent Adviser determines that no such industry standard is recognised or acknowledged, the Independent Adviser, acting in good faith, determines to be appropriate.

“Mid-Swap Benchmark Amendments” has the meaning given to it in Condition 5(b)(ii)(C)(d).

“Mid-Swap Benchmark Event” means:

- (i) the Original Mid-Swap Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Mid-Swap Rate that it has ceased or that it will cease publishing the Original Mid-Swap Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Mid-Swap Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Mid-Swap Rate, that the Original Mid-Swap Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Mid-Swap Rate as a consequence of which the Original Mid-Swap Rate will be prohibited from being used either generally, or in respect of the Deeply Subordinated Notes; or
- (v) it has become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any holder of the Deeply Subordinated Notes using the Original Mid-Swap Rate,

provided that in the case of sub-paragraphs (ii), (iii) and (iv), the Mid-Swap Benchmark Event shall occur on the date of the cessation of publication of the Original Mid-Swap Rate, the discontinuation of the Original Mid-Swap Rate, or the prohibition of use of the Original Mid-Swap Rate, as the case may be, and not the date of the relevant public statement.

“Mid-Swap Floating Leg Benchmark Rate” means EURIBOR or such other reference rate as may be specified in the relevant Final Terms;

“Mid-Swap Maturity” has the meaning specified as such in the relevant Final Terms;

“Mid-Swap Rate” means, in relation to a Reset Period, the mid-swap rate for swaps in the Specified Currency:

- (i) with a term equal to such Reset Period; and
- (ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page as at approximately the Relevant Screen Page Time on the relevant Reset Determination Date, all as determined by the Calculation Agent.

“Original Mid-Swap Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Deeply Subordinated Notes as specified in the relevant Final Terms.

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes as specified in the relevant Final Terms.

“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 in the relevant Final Terms.

“Reference Banks” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market or, if otherwise, the principal offices of five major banks in the Relevant Inter-Bank Market, in each case selected by the Calculation Agent or as specified in the relevant Final Terms.

“Reference Rate” means the rate specified as such in the relevant Final Terms (or any Successor Rate or Alternative Rate).

“Relevant Inter-Bank Market” means such inter-bank market as may be specified in the relevant Final Terms.

“Relevant Nominating Body” means, in respect of a benchmark or screen rate, as applicable:

- (i) 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
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate, as applicable, relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate, as applicable, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

“Relevant Screen Page Time” means such time as may be specified in the relevant Final Terms (or any successor or replacement page, section, caption, column or other part of a particular information service).

“RMB Note” means an Unsubordinated Note denominated in Renminbi.

“Reset Date” means each of the First Reset Date, the Second Reset Date and any Subsequent Reset Date, as applicable.

“Reset Determination Date” means, in respect of a Reset Period, 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.

“Reset Period” means each of the First Reset Period or any Subsequent Reset Period, as applicable.

“Second Reset Date” means the date specified as such in the relevant Final Terms.

“Specified Currency” means the currency specified as such in the relevant Final Terms.

“Subsequent Reset Date” means each date specified as such in the relevant Final Terms.

“Subsequent Reset Period” means the period from (and including) the Second Reset Date to (but excluding) the next occurring Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next occurring Subsequent Reset Date.

“Subsequent Reset Rate of Interest” means, in respect of any Subsequent Reset Period, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the Initial Margin together with any Subsequent Step-Up Margin applicable to this Subsequent Reset Period.

“Subsequent Step-Up Margin” means each percentage specified as such in the relevant Final Terms.

“Successor Mid-Swap Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body. If, following a Mid-Swap Benchmark Event, more than one successor or replacement rates are recommended by any Relevant Nominating Body, the Independent Adviser shall determine which of those successor or replacement rates is the most appropriate, taking into consideration, without limitation, the particular features of the relevant Deeply Subordinated Notes and the nature of the Issuer.

“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.

(b) **Interest on Fixed Rate Notes and Fixed Rate Resettable Notes:**

(i) *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 arrears on each Interest Payment Date. 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.

(ii) *Fixed Rate Resettable Notes (for Deeply Subordinated Notes only):*

(A) *Rate of Interest for Resettable Notes:* If a Deeply Subordinated Note is specified in the relevant Final Terms as Fixed Rate Resettable (**“Fixed Rate Resettable Notes”**), it will bear interest on its outstanding nominal amount at a Rate of Interest which will initially be a fixed rate and will then be resettable as provided below:

The Rate of Interest in respect of an Interest Period will be as follows:

- (1) For each Interest Period falling in the period from (and including) the Interest Commencement Date to (but excluding) the First Reset Date, the Initial Rate of Interest;
- (2) For each Interest Period falling in the First Reset Period, the First Reset Rate of Interest; and
- (3) For each Interest Period falling in any Subsequent Reset Period(s) thereafter, the Subsequent Reset Rate of Interest in respect of the relevant Subsequent Reset Period(s).

(B) *Fallback provisions for Fixed Rate Resettable Notes:*

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 as of the Relevant Screen Page Time on the relevant Reset Determination Date, the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate Quotation as at approximately the Relevant Screen Page Time on the Reset Determination Date in question.

If on any Reset Determination Date, at least three 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 the case may be, for the relevant Reset Period will be the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant quotations provided, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest (or, in the event of equality, one of the lowest) plus the Initial Margin together with any Subsequent Step-Up Margin applicable to the relevant Reset Period, as the case may be, all as determined by the Calculation Agent.

If on any Reset Determination Date only two relevant quotations are provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, for the relevant Reset Period will be the arithmetic mean (rounded as aforesaid) of the relevant quotations provided plus the Initial Margin together with any Subsequent Step-Up Margin applicable to the relevant Reset Period, as the case may be, all as determined by the Calculation Agent.

If on any Reset Determination Date, only one relevant quotation is provided, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, for the relevant Reset Period will be the relevant quotation provided plus the Initial Margin together with any Subsequent Step-Up Margin applicable to the relevant Reset Period, as the case may be, all as determined by the Calculation Agent.

If on any Reset Determination Date, none of the Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided above, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as the case may be, shall be the Rate of Interest as at the last preceding Reset Date or, if none, the Initial Rate of Interest.

However, notwithstanding the above, in the case of a Mid-Swap Benchmark Event, Condition 5(b)(ii)(C) below shall apply.

(C) *Benchmark discontinuation for Fixed Rate Resettable Notes:*

(a) Independent Adviser

If a Mid-Swap Benchmark Event occurs in relation to an Original Mid-Swap Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Mid-Swap Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Mid-Swap Rate, failing which an Alternative Mid-Swap Rate (in accordance with Condition 5(b)(ii)(C)(b)) and, in either case, a Mid-Swap Adjustment Spread if any (in accordance with Condition 5(b)(ii)(C)(c)) and any Mid-Swap Benchmark Amendments (in accordance with Condition 5(b)(ii)(C)(d)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5(b)(ii)(C) shall act in good faith in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying

Agents, or the holders of Deeply Subordinated Notes for any determination made by it, pursuant to this Condition 5(b)(ii)(C).

If the Issuer is unable to appoint an Independent Adviser; or the Independent Adviser appointed by it fails to determine a Successor Mid-Swap Rate or, failing which, an Alternative Mid-Swap Rate in accordance with this Condition 5(b)(ii)(C)(a) prior to the relevant Reset Determination Date, the Mid-Swap Rate applicable for the relevant Reset Period will be equal to the last Mid-Swap Rate available on the Relevant Screen Page as determined by the Calculation Agent.

Notwithstanding any other provision of this Condition 5(b)(ii)(C), no Successor Mid-Swap Rate or Alternative Mid-Swap Rate will be adopted, nor will the applicable Mid-Swap Adjustment Spread be applied, nor will any other related Mid-Swap Benchmark Amendments 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" assigned to the Deeply Subordinated Notes by any Rating Agency when compared to the "equity credit" assigned to the Deeply Subordinated Notes immediately prior to the occurrence of the relevant Mid-Swap Benchmark Event from such Rating Agency or (ii) otherwise prejudice the eligibility of the Deeply Subordinated Notes for "equity credit" from any Rating Agency.

(b) Successor Mid-Swap Rate or Alternative Mid-Swap Rate

If the Independent Adviser, determines that:

- (i) there is a Successor Mid-Swap Rate, then such Successor Mid-Swap Rate shall (subject to adjustment as provided in Condition 5(b)(ii)(C)(c)) subsequently be used in place of the Original Mid-Swap Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Deeply Subordinated Notes (subject to the operation of this Condition 5(b)(ii)(C)); or
- (ii) there is no Successor Mid-Swap Rate but that there is an Alternative Mid-Swap Rate, then such Alternative Mid-Swap Rate shall (subject to adjustment as provided in Condition 5(b)(ii)(C)(c)) subsequently be used in place of the Original Mid-Swap Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Deeply Subordinated Notes (subject to the operation of this Condition 5(b)(ii)(C)).

(c) Mid-Swap Adjustment Spread

If the Independent Adviser determines (i) that a Mid-Swap Adjustment Spread is required to be applied to the Successor Mid-Swap Rate or the Alternative Mid-Swap Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Mid-Swap Adjustment Spread, then such Mid-Swap Adjustment Spread shall be applied to the Successor Mid-Swap Rate or the Alternative Mid-Swap Rate (as the case may be).

(d) Mid-Swap Benchmark Amendments

If any Successor Mid-Swap Rate, Alternative Mid-Swap Rate or Mid-Swap Adjustment Spread is determined in accordance with this Condition 5(b)(ii)(C) and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Mid-Swap Rate, Alternative Mid-Swap Rate and/or

Mid-Swap Adjustment Spread (such amendments, the “**Mid-Swap Benchmark Amendments**”) and (ii) the terms of the Mid-Swap Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(b)(ii)(C)(e), without any requirement for the consent or approval of the holders of Deeply Subordinated Notes, vary these Conditions to give effect to such Mid-Swap Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, and in connection with any such variation in accordance with this Condition 5(b)(ii)(C)(d), the Issuer shall comply with the rules of any stock exchange on which the Deeply Subordinated Notes are for the time being listed or admitted to trading.

(e) Notices

Any Successor Mid-Swap Rate, Alternative Mid-Swap Rate, Mid-Swap Adjustment Spread and the specific terms of any Mid-Swap Benchmark Amendments, determined under this Condition 5(b)(ii)(C) will be notified promptly by the Issuer, after receiving such information from the Independent Adviser, to the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative of the *Masse* (if any) and, in accordance with Condition 15, the holders of Deeply Subordinated Notes. Such notice shall be irrevocable and shall specify the effective date of the Mid-Swap Benchmark Amendments, if any.

The Successor Mid-Swap Rate or, as the case may be, the Alternative Mid-Swap Rate and, where applicable, the Mid-Swap Adjustment Spread (if any) and/or the specific terms of the Mid-Swap Benchmark Amendments (if any) specified in such notice, will (in the absence of manifest error or bad faith in the determination of the Successor Mid-Swap Rate or Alternative Mid-Swap Rate and the Mid-Swap Adjustment Spread (if any) and the Mid-Swap Benchmark Amendments (if any)) be final and binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agent and the holders of Deeply Subordinated Notes.

(f) Survival of Original Mid-Swap Rate

Without prejudice to the obligations of the Issuer under Condition 5(b)(ii)(C)(a), (b), (c) and (d), the Original Mid-Swap Rate and the fallback provisions provided for in Condition 5(b)(ii)(C) will continue to apply unless and until a Mid-Swap Benchmark Event has occurred.

This Condition 5(b)(ii) is only applicable to Deeply Subordinated Notes.

(c) **Interest on Floating Rate Notes and Inflation Linked Notes:**

- (i) *Interest Payment Dates:* Each Floating Rate Note and Inflation Linked 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 (except as otherwise provided in the relevant Final Terms) on each Interest Payment Date. 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. Notwithstanding the foregoing, where the applicable Final Terms specify that the relevant Business Day Convention is to be applied on an “unadjusted” basis, the Interest Amount payable on any date shall not be affected by the application of the Business Day Convention.
- (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 ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified in the relevant Final Terms.

(A) *ISDA Determination for Floating Rate Notes*:

Where ISDA Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) as a rate equal to the relevant ISDA Rate and the 2021 ISDA Definitions are applicable. For the purposes of this sub-paragraph (A), “**ISDA Rate**” for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) under a swap transaction under the terms of an agreement incorporating the 2021 ISDA Definitions and under which:

- (i) the Floating Rate Option is as specified in the relevant Final Terms;
- (ii) the Designated Maturity is a period specified in the relevant Final Terms;
- (iii) the relevant Reset Date is the day specified as such in the 2021 ISDA Definitions unless otherwise specified in the relevant Final Terms;
- (iv) if the specified Floating Rate Option is an Overnight Floating Rate Option, “Compounding” is specified to be applicable in the relevant Final Terms and:
 - (1) “Compounding with Lookback” is specified as the “Compounding Method” in the relevant Final Terms, “Lookback” is the number of Applicable Business Days specified in the relevant Final Terms;
 - (2) “Compounding with Observation Period Shift” is specified as the “Compounding Method” in the relevant Final Terms, (a) “Observation Period Shift” is the number of Observation Period Shift Business Days

specified in the relevant Final Terms and (b) “Observation Period Shift Additional Business Days”, if applicable, are the days specified in the relevant Final Terms; or

- (3) “Compounding with Lockout” is specified as the “Compounding Method” in the relevant Final Terms, (a) “Lockout” is the number of Lockout Period Business Days specified in the relevant Final Terms and (b) “Lockout Period Business Days”, if applicable, are the days specified in the relevant Final Terms,
- (v) if the specified Floating Rate Option is an Overnight Floating Rate Option, “Averaging” is specified to be applicable in the relevant Final Terms and:
 - (1) “Averaging with Lookback” is specified as the “Averaging Method” in the relevant Final Terms, “Lookback” is the number of Applicable Business Days as specified in relevant Final Terms;
 - (2) “Averaging with Observation Period Shift” is specified as the “Averaging Method” in the relevant Final Terms, (a) “Observation Period Shift” is the number of Observation Period Shift Business Days specified in the relevant Final Terms and (b) “Observation Period Shift Additional Business Days”, if applicable, are the days specified in the relevant Final Terms; or
 - (3) “Averaging with Lockout” is specified as the “Averaging Method” in the relevant Final Terms, (a) “Lockout” is the number of Lockout Period Business Days specified in the relevant Final Terms, and (b) “Lockout Period Business Days”, if applicable, are the days specified in the relevant Final Terms,
- (vi) if the specified Floating Rate Option is a Compounded Index Floating Rate Option and “Index Provisions” are specified to be applicable in the relevant Final Terms, the Compounded Index Method with Observation Period Shift shall be applicable and:
 - (1) “Observation Period Shift” is the number of Observation Period Shift Business Days specified in the relevant Final Terms; and
 - (2) “Observation Period Shift Additional Business Days”, if applicable, are the days specified in the relevant Final Terms,
- (vii) in connection with any Compounding, Averaging or Index Method specified in the relevant Final Terms, references in the 2021 ISDA Definitions to:
 - (1) “Floating Rate Day Count Fraction” shall be deemed to be a reference to the relevant Day Count Fraction;
 - (2) “Confirmation” shall be references to the relevant Final Terms;
 - (3) “Calculation Period” shall be references to the relevant Interest Accrual Period;
 - (4) “Termination Date” shall be references to the Maturity Date; and
 - (5) “Effective Date” shall be references to the Interest Commencement Date,

- (viii) (y) “Administrator / Benchmark Event” shall be disappplied and, (z) if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be “Temporary Non-Publication Fallback – Alternative Rate” in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions), the reference to “Calculation Agent Alternative Rate Determination” in the definition of “Temporary Non-Publication Fallback – Alternative Rate” shall be replaced by “Temporary Non-Publication Fallback – Previous Day's Rate”.

For the purposes of this sub-paragraph (A), “**Applicable Business Days**”, “**Averaging with Lockout**”, “**Averaging with Lookback**”, “**Averaging with Observation Period Shift**”, “**Compounded Index Method with Observation Period Shift**”, “**Compounding with Lockout**”, “**Compounding with Lookback**”, “**Compounding with Observation Period Shift**”, “**Index Floating Rate Option**”, “**Lockout Period Business Days**”, “**Observation Period Shift Additional Business Days**”, “**Observation Period Shift Business Days**”, “**Overnight Floating Rate Option**”, “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the 2021 ISDA Definitions.

(B) Screen Rate Determination for Floating Rate Notes:

- (i) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

- (i) the offered quotation or
- (ii) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either (i) 11.00 a.m. (Brussels time in the case of EURIBOR) or (ii) if otherwise, the Relevant Screen Page Time on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the relevant Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the relevant Final Terms.

- (ii) If the Relevant Screen Page is not available or if sub-paragraph (a)(i) applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (a)(ii) applies and fewer than three such offered quotations appear on the Relevant Screen Page, subject as provided below, the Calculation Agent shall request, (i) if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, (ii) if otherwise, each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is EURIBOR, at

approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

- (iii) If paragraph (b) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or (ii) if otherwise, the Relevant Screen Page Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone inter-bank market or, if otherwise, the Relevant Inter-Bank Market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is EURIBOR, at approximately 11.00 a.m. (Brussels time) or, if otherwise, at the Relevant Screen Page Time, on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro zone inter-bank market or, if otherwise, the Relevant Inter-Bank Market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).
- (iv) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being €STR, the €STR rate of interest determination method, as specified in the relevant Final Terms (the “**€STR Rate of Interest Determination**”), in which the Rate of Interest is to be determined could be either €STR Lookback Compound or €STR Shift Compound as follows:
 - (x) if €STR Lookback Compound is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be €STR-LOOKBACK-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any); or

- (y) if €STR Shift Compound is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be €STR-SHIFT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);

For the purpose of this Condition 5(c)(iii)(B)(d):

“€STR-LOOKBACK-COMPOUND” means the rate of return of a daily compounded interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) which will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

Where:

“d” is the number of calendar days in the relevant Interest Accrual Period;

“d₀” is the number of TARGET Business Days in the relevant Interest Accrual Period;

“€STR_{i-pTBD}” means, in respect of any TARGET Business Day falling in the relevant Interest Accrual Period, the €STR for the TARGET Business Day falling “p” TARGET Business Days prior to the relevant TARGET Business Day “i”;

“i” is a series of whole numbers from one to d₀, each representing the relevant TARGET Business Day in chronological order from, and including, the first TARGET Business Day in the relevant Interest Accrual Period to, and including, the last TARGET Business Day in such Interest Accrual Period;

“n_i” for any TARGET Business Day “i” is the number of calendar days from, and including, the relevant TARGET Business Day “i” up to, but excluding, the immediately following TARGET Business Day in the relevant Interest Accrual Period;

“Observation Look-Back Period” means the period specified in the Final Terms; and

“p” means in relation to any Interest Accrual Period, the number of TARGET Business Days included in the Observation Look-Back Period.

“€STR-SHIFT-COMPOUND” means the rate of return of a daily compounded interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) which will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute

responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{€STR}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

Where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d₀**” for any Observation Period, means the number of TARGET Business Days in the relevant Observation Period;

“**€STR_i**” means, in respect of any TARGET Business Day falling in the relevant Observation Period, the €STR in respect of that TARGET Business Day “**i**”;

“**i**” is a series of whole numbers from one to d₀, each representing the relevant TARGET Business Day in chronological order from (and including) the first TARGET Business Day in the relevant Observation Period to, and including, the last TARGET Business Day in such Interest Accrual Period;

“**n_i**” for any TARGET Business Day “**i**” in the relevant Observation Period, means the number of calendar days from (and including) such day “**i**” up to (but excluding) the following TARGET 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 TARGET Business Days equal to the Observation Shift Days preceding the first day of such Interest Accrual Period to (but excluding) the date falling a number of TARGET Business Days equal to the Observation Shift Days preceding the Interest Payment Date for such Interest Accrual Period; and

“**Observation Shift Days**” means the number of TARGET Business Days specified in the relevant Final Terms.

If the €STR is not published, as specified above, on any particular TARGET Business Day and no €STR Index Cessation Event (as defined below) has occurred, the €STR for such TARGET Business Day shall be the rate equal to €STR in respect of the last TARGET Business Day for which such rate was published on the Website of the European Central Bank (as defined below).

If the €STR is not published, as specified above, on any particular TARGET Business Day and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, then the rate of €STR for each relevant TARGET Business Day occurring on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were to the ECB Recommended Rate.

If no ECB Recommended Rate has been recommended before the end of the first

TARGET Business Day following the date on which the €STR Index Cessation Event occurs, then the rate of €STR for each relevant TARGET Business Day occurring on or after the €STR Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

If an ECB Recommended Rate has been recommended and both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate of €STR for each relevant TARGET Business Day occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

Any substitution of the €STR, as specified above (the “**€STR Replacement Rate**”), will remain effective for the remaining term to maturity of the Notes and shall be notified by the Issuer to the Noteholders in accordance with Condition 15.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), (i) the Rate of Interest shall be that determined as at the last preceding Interest Determination Date, (ii) if there is no such preceding Interest Determination Date, the Rate of Interest shall be determined as if the rate of €STR for each relevant TARGET Business Day occurring on or after such €STR Index Cessation Effective Date were references to the latest published ECB Recommended Rate or, if EDFR is published on a later date than the latest published ECB Recommended Rate, the Modified EDFR; or (iii) if there is no such preceding Interest Determination Date and there is no published ECB Recommended Rate or Modified EDFR available, as if the rate of €STR for each relevant TARGET Business Day on or after such €STR Index Cessation Effective Date were references to the latest published €STR (though, in each case, substituting, where a different Margin, Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Notes remains outstanding, be that determined on such date.

Any determination, decision or election that may be made by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) pursuant to this Condition 5(c)(iii)(B)(d), including any determination with respect to a 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 Calculation Agent's (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) sole discretion, acting in good faith and in a commercial and reasonable manner, and (iii) notwithstanding anything to the contrary in the documentation relating to 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)(B)(d), if the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), no €STR Replacement Rate will be adopted by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), and the €STR Replacement Rate for the relevant Interest Accrual Period will be equal to the last €STR available, as determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms).

For the purpose of this Condition 5(c)(iii)(B)(d):

“ECB Recommended Rate” means a rate (inclusive of any spreads or adjustments) recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator), as determined by the Issuer and notified by the Issuer to the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms);

“ECB Recommended Rate Index Cessation Event” means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms):

- (1) a public statement or publication of information by or on behalf of the administrator of the ECB Recommended Rate announcing that it has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the

ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the ECB Recommended Rate;

“ECB Recommended Rate Index Cessation Effective Date” means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided, as determined by the Issuer and notified by the Issuer to the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms);

“ECB €STR Guideline” means Guideline (EU) No. 2019/1265 of the European Central Bank of 10 July 2019 on the euro short-term rate (€STR) (ECB/2019/19), as amended from time to time;

“EDFR” means the Eurosystem Deposit Facility Rate, the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem (comprising the European Central Bank and the national central banks of those countries that have adopted the Euro) as published on the Website of the European Central Bank;

“EDFR Spread” means:

- (1) if no ECB Recommended Rate is recommended before the end of the first TARGET Business Day following the €STR Index Cessation Effective Date, the arithmetic mean of the daily difference between the €STR and the EDFR for each of the thirty (30) TARGET Business Days immediately preceding the date on which the €STR Index Cessation Event occurred; or
- (2) if an ECB Recommended Rate Index Cessation Event occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the thirty (30) TARGET Business Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurred;

“€STR” means, in respect of any TARGET Business Day, the interest rate representing the wholesale Euro unsecured overnight borrowing costs of banks located in the Euro area provided by the European Central Bank as administrator of such rate (or any successor administrator) and published on the Website of the European Central Bank (as defined below) at or before 9:00 a.m. (Frankfurt time) (or, in case a revised euro short-term rate is published as provided in Article 4

subsection 3 of the ECB €STR Guideline at or before 11:00 a.m. (Frankfurt time), such revised interest rate) on the TARGET Business Day immediately following such TARGET Business Day;

“€STR Index Cessation Event” means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms):

- (1) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide €STR; or
- (2) a public statement or publication of information by the regulatory supervisor for the administrator of €STR, the central bank for the currency of €STR, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide €STR;

“€STR Index Cessation Effective Date” means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR), as determined by the Issuer and notified by the Issuer to the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms);

“Modified EDFR” means a reference rate equal to the EDFR plus the EDFR Spread;

“Website of the European Central Bank” means the website of the European Central Bank currently at <http://www.ecb.europa.eu> or any successor website officially designated by the European Central Bank.

- (v) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being the SARON, the Rate of Interest for each Interest Accrual Period shall be the rate of return of a daily compound interest investment (with the overnight interest rate of the secured funding market for Swiss franc as the reference rate for the calculation of interest) plus or minus (as indicated in the relevant Final Terms) the Margin (if any) and will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the

Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{\text{SARON}_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

Where:

“**d**” means the number of calendar days in the relevant Observation Period;

“**d₀**” for any Observation Period, means the number of Zurich Banking Days in the relevant Observation Period;

“**i**” is a series of whole numbers from one to d₀, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Observation Period to, and including, the last Zurich Banking Day in such Interest Accrual Period;

“**n_i**” for any Zurich Banking Day “i” in the relevant Observation Period, means the number of calendar days from, and including, such day “i” up to, but excluding, the following Zurich Banking Day (“i+1”);

“**Observation Period**” means, in respect of each Interest Accrual Period, the period from, and including, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the first day of such Interest Accrual Period to, but excluding, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the Interest Payment Date for such Interest Accrual Period;

“**Observation Shift Days**” means the number of Zurich Banking Days specified in the relevant Final Terms;

“**SARON**” means, in respect of any Zurich Banking Day, the Swiss Average Rate Overnight for such Zurich Banking Day published by the Administrator of SARON on the SARON Screen Page (as defined below) at the Relevant Screen Page Time on such Zurich Banking Day; and

“**SARON_i**” for any Zurich Banking Day “i” in the relevant Observation Period, is equal to SARON in respect of that day “i”.

If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which the Notes became due and payable and the Rate of Interest on the Notes shall, for so long as the Notes remain outstanding, be that determined on such date.

If the SARON is not published on the Relevant Screen Page (the “**SARON Screen Page**”) at the Relevant Screen Page Time on the relevant Zurich Banking Day and no SARON Index Cessation Event and no SARON Index Cessation Effective Date

have occurred on or prior to the Relevant Screen Page Time on the relevant Zurich Banking Day, the SARON for such Zurich Banking Day shall be the rate equal to the Swiss Average Rate Overnight published by the SARON Administrator on the SARON Administrator Website for the last preceding Zurich Banking Day on which the Swiss Average Rate Overnight was published by the SARON Administrator on the SARON Administrator Website.

If the SARON is not published on the SARON Screen Page at the Relevant Screen Page Time on the relevant Zurich Banking Day and both a SARON Index Cessation Event and a SARON Index Cessation Effective Date have occurred on or prior to the Relevant Screen Page Time on the relevant Zurich Banking Day:

- (i) if there is a SARON Recommended Replacement Rate within one Zurich Banking Day of the SARON Index Cessation Effective Date, the SARON shall be the SARON Recommended Replacement Rate for such Zurich Banking Day, giving effect to the SARON Recommended Adjustment Spread, if any, published on such Zurich Banking Day; or
- (ii) if there is no SARON Recommended Replacement Rate within one Zurich Banking Day of the SARON Index Cessation Effective Date, the SARON shall be the policy rate of the Swiss National Bank (the “**SNB Policy Rate**”) for such Zurich Banking Day, giving effect to the SNB Adjustment Spread, if any.

Any substitution of the SARON by the SARON Recommended Replacement Rate or the SNB Policy Rate as specified above (the “**SARON Replacement Rate**”) will remain effective for the remaining term to maturity of the Notes and shall be notified by the Issuer to the Noteholders in accordance with Condition 15.

Notwithstanding any other provision of this Condition 5(c)(iii)(B)(e), if the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), no SARON Replacement Rate will be adopted by the Calculation Agent, and the SARON Replacement Rate for the relevant Interest Accrual Period will be equal to the last SARON available on the SARON Screen Page as determined by the Calculation Agent.

In connection with this Condition 5(c)(iii)(B)(e), the following definitions apply:

“**SARON Administrator**” means SIX Swiss Exchange or any successor administrator of the Swiss Average Rate Overnight;

“**SARON Administrator Website**” means the website of the SARON Administrator; and

“**SARON Index Cessation Effective Date**” means the earliest of:

- (i) in the case of the occurrence of a SARON Index Cessation Event described in paragraphs (i), (ii) and (iii) of the definition thereof, the date on which the SARON Administrator ceases to provide the SARON;
- (ii) in the case of the occurrence of a SARON Index Cessation Event described in subparagraph (v) of the definition thereof, the latest of: (i) the date of

such statement or publication, (ii) the date, if any, specified in such statement or publication as the date on which the SARON will no longer be representative, and (iii) if a SARON Index Cessation Event described either in clause (iv) or (vi) of the definition thereof has occurred on or prior to either or both dates specified in subclauses (i) and (ii) of this paragraph, the date as of which the SARON may no longer be used; and

- (iii) in the case of the occurrence of a SARON Index Cessation Event described in clauses (iv) and (vi) of the definition thereof, the date as of which the SARON may no longer be used;

“SARON Index Cessation Event” means the occurrence of one or more of the following events:

- (i) the SARON ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (ii) a public statement by the SARON Administrator that it has ceased or that it will cease publishing the SARON permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the SARON); or
- (iii) a public statement by the supervisor of the SARON Administrator, that the SARON has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the SARON Administrator as a consequence of which the SARON will be prohibited from being used either generally, or in respect of the Notes;
- (v) the making of a public statement by the supervisor of SARON Administrator that the SARON, in the opinion of the supervisor, is no longer representative of an underlying market or that its calculation method has significantly changed; or
- (vi) it has become unlawful for any Paying Agent, the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the rate of interest, as specified in the relevant Final Terms) or the Issuer to calculate any payments due to be made to any Noteholder using the SARON;

provided that in the case of sub-paragraphs (ii), (iii) and (iv), the SARON Index Cessation Event shall occur on the date of the cessation of publication of the SARON, the discontinuation of the SARON, or the prohibition of use of the SARON, as the case may be, and not the date of the relevant public statement.

“SARON Recommended Adjustment Spread” means, with respect to any SARON Recommended Replacement Rate, the spread (which may be positive, negative or zero), or formula or methodology for calculating such a spread,

- (i) that the SARON Recommending Body has recommended be applied to such SARON Recommended Replacement Rate in the case of fixed income securities with respect to which such SARON Recommended Replacement Rate has replaced the SARON as the reference rate for purposes of determining the applicable rate of interest thereon; or

- (ii) if the SARON Recommending Body has not recommended such a spread, formula or methodology as described in clause a. above, to be applied to such SARON Recommended Replacement Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the SARON with such SARON Recommended Replacement Rate for purposes of determining SARON, which spread will be determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), acting in good faith and a commercially reasonable manner, and be consistent with industry-accepted practices for fixed income securities with respect to which such SARON Recommended Replacement Rate has replaced the SARON as the reference rate for purposes of determining the applicable rate of interest thereon;

“SARON Recommended Replacement Rate” means the rate that has been recommended as the replacement for the SARON by any working group or committee in Switzerland organized in the same or a similar manner as the National Working Group on Swiss Franc Reference Rates that was founded in 2013 for purposes of, among other things, considering proposals to reform reference interest rates in Switzerland (any such working group or committee, the **“SARON Recommending Body”**);

“SIX Swiss Exchange” means SIX Swiss Exchange AG and any successor thereto;

“SNB Adjustment Spread” means, with respect to the SNB Policy Rate, the spread to be applied to the SNB Policy Rate in order to reduce or eliminate, to the extent reasonably practicable under the circumstances, any economic prejudice or benefit (as applicable) to Noteholders as a result of the replacement of the Swiss Average Rate Overnight with the SNB Policy Rate for purposes of determining SARON, which spread will be determined by the Calculation Agent, acting in good faith and a commercially reasonable manner, taking into account the historical median between the SARON and the SNB Policy Rate during the two year period ending on the date on which the SARON Index Cessation Event occurred (or, if more than one SARON Index Cessation Event has occurred, the date on which the first of such events occurred); and

“Zurich Banking Day” means a day on which banks are open in the City of Zurich for the settlement of payments and of foreign exchange transactions.

- (vi) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being SOFR Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus (as indicated in the Final Terms) the Margin (if any), all as determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible

for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date.

The “**SOFR Benchmark**” will be determined based on Simple SOFR Average, Compounded Daily SOFR or Compounded SOFR Index, as specified in the relevant Final Terms (the “**SOFR Rate of Interest Determination**”), as follows:

- (x) if Simple SOFR Average (“**Simple SOFR Average**”) is specified in the relevant Final Terms as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be the arithmetic mean of the SOFR reference rates for each day during the period, as calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), and where the SOFR reference 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 Period Date.
- (y) if Compounded Daily SOFR (“**Compounded Daily SOFR**”) is specified in the relevant Final Terms as the manner in which the SOFR Benchmark will be determined, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant Interest Accrual Period (where SOFR Lag, SOFR Payment Delay or SOFR Lockout is specified as applicable in the relevant Final Terms to determine Compounded Daily SOFR) or the SOFR Observation Period (where SOFR Observation Shift is specified as applicable in the relevant Final Terms to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) in accordance with one of the formulas referenced below depending upon which is specified as applicable in the relevant Final Terms:

- (i) SOFR Lag:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_{i-xUSBD} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards and where:

“**SOFR_{i-xUSBD}**” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i);

“Lookback Days” means such number of U.S. Government Securities Business Days as specified in the relevant Final Terms;

“d” means the number of calendar days in the relevant Interest Accrual Period;

“d_o” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“i” means a series of whole numbers ascending from one to d_o, each representing the relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a **“U.S. Government Securities Business Day(i)”**); and

“n_i”, for any U.S. Government Securities Business Day(i), 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.

(ii) SOFR Observation Shift:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards and where:

“SOFR_i” for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“SOFR Observation Period” means, in respect of an Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

“SOFR Observation Shift Days” means the number of U.S. Government Securities Business Days as specified in the relevant Final Terms;

“d” means the number of calendar days in the relevant SOFR Observation Period;

“d_o” means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

“**i**” means a series of whole numbers ascending from one to d_o , representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a “**U.S. Government Securities Business Day(i)**”); and

“**n_i**”, for any U.S. Government Securities Business Day(i), 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.

(iii) SOFR Payment Delay:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards and where:

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i);

“**Interest Payment Date**” shall be the number of Interest Payment Delay Days following each Interest Period Date; provided that the Interest Payment Date with respect to the final Interest Accrual Period will be the Maturity Date or, if the Issuer elects to redeem the Notes prior to the Maturity Date, the relevant Optional Redemption Date;

“**Interest Payment Delay Days**” means the number of Business Days as specified in the relevant Final Terms;

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to d_o , representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”); and

“**n_i**”, for any U.S. Government Securities Business Day(i), 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.

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period where SOFR Payment Delay is specified in the relevant Final Terms, the SOFR reference rate for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the relevant Optional Redemption Date, as applicable, shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date.

(iv) SOFR Lockout:

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards and where:

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i), except that the SOFR for any U.S. Government Securities Business Day(i) in respect of the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Interest Accrual Period Date for such Interest Accrual Period shall be the SOFR reference rate in respect of such SOFR Rate Cut-Off Date;

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”); and

“**n_i**”, for any U.S. Government Securities Business Day(i), 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.

The following defined terms shall have the meanings set out below for purpose of Condition 5(c)(iii)(B)(f)(x) and 5(c)(iii)(B)(f)(y):

“**Bloomberg Screen SOFRRATE Page**” means the Bloomberg screen designated “SOFRRATE” or any successor page or service;

“**Reuters Page USDSOFR=**” means the Reuters page designated “USDSOFR=” or any successor page or service;

“**SOFR**” means, in respect of a U.S. Government Securities Business Day, the reference rate determined by the Calculation Agent (or such other independent party responsible with appropriate expertise and international repute for the calculation of the rate of interest, as specified in the relevant Final Terms) in accordance with the following provision:

- (i) the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Bloomberg Screen SOFRRATE Page; the Secured Overnight Financing Rate published at the SOFR Determination Time as such reference rate is reported on the Reuters Page USDSOFR=; or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator’s Website;
- (ii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR reference rate shall be the reference rate published on the SOFR Administrator’s Website for the first preceding U.S. Government Securities Business Day for which SOFR was published on the SOFR Administrator’s Website; or
- (iii) if the reference rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(c)(iii)(B)(f)(aa) shall apply;

“**SOFR Rate Cut-Off Date**” means the date that is a number of U.S. Government Securities Business Days prior to the Interest Payment Date relating to the relevant Interest Accrual Period, the Maturity Date or the relevant Optional Redemption Date, as applicable, as specified in the relevant Final Terms; and

“**SOFR Determination Time**” means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

- (z) if Compounded SOFR Index (“**Compounded SOFR Index**”) is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Accrual Period shall be equal to the compounded average of daily SOFR reference rates for each day during the relevant SOFR Observation Period as calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) as follows:

$$\left(\frac{SOFR Index_{End}}{SOFR Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 per cent. being rounded upwards and where:

“SOFR Index” means, in respect of a U.S. Government Securities Business Day, the SOFR Index value as published on the SOFR Administrator’s Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, provided that:

- (a) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the “SOFR Index” shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 5(c)(iii)(B)(f)(y)(ii) “SOFR Observation Shift”, and the term “SOFR Observation Shift Days” shall mean 5 U.S. Government Securities Business Days; or
- (b) if the value specified above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 5(c)(iii)(B)(f)(aa) shall apply;

“SOFR Index_{End}” means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms prior to the Interest Period Date for such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date);

“SOFR Index_{Start}” means, in respect of an Interest Accrual Period, the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms prior to the first day of such Interest Accrual Period;

“SOFR Index Determination Time” means, in respect of a U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day;

“SOFR Observation Period” means, in respect of an Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period Date for such Interest Accrual Period;

“SOFR Observation Shift Days” means the number of U.S. Government Securities Business Days as specified in the relevant Final Terms; and

“d_c” means the number of calendar days in the applicable SOFR Observation Period.

If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which the Notes became due and payable and the Rate of Interest on the Notes shall, for so long as the Notes remain outstanding, be that determined on such date.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(c)(iii)(B)(f):

“Alternate Agent” means an independent financial institution of international repute or an independent financial expert with appropriate expertise appointed by the Issuer;

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York (currently, being <https://www.newyorkfed.org/markets/reference-rates/sofr-averages-and-index>), or any successor source;

“SOFR Benchmark Replacement Date” means the Benchmark Replacement Date with respect to the then-current Benchmark;

“SOFR Benchmark Transition Event” means the occurrence of a Benchmark Transition Event with respect to the then-current Benchmark;

“U.S. Government Securities Business Day” means any day except for a Saturday, a Sunday or a day on which the 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.

- (aa) For the purpose of this Condition 5(c)(iii)(B)(f), if the Calculation Agent or, as the case may be, the Alternate Agent 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, as the case may be, the Alternate Agent 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, as the case may be, the Alternate Agent pursuant to this Condition 5(c)(iii)(B)(f), 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, as the case may be, the Alternate Agent, acting in good faith and in a commercial and reasonable manner; and (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the Noteholders or any other party.

Notwithstanding any provision of this Condition 5(c)(iii)(B)(f), if the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other independent party with

appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), no Benchmark Replacement will be adopted by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) and the Benchmark Replacement will be SOFR determined as of the U.S. Government Securities Business Day immediately preceding the Benchmark Replacement Date.

The following defined terms shall have the meanings set out below for purpose of this Condition 5(c)(iii)(B)(f):

“Benchmark” means, initially, the relevant SOFR Benchmark specified in the relevant Final Terms; provided that if the Calculation Agent or, as the case may be, the Alternate Agent determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the relevant Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then **“Benchmark”** means the applicable Benchmark Replacement;

“Benchmark Transition Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any 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); or
- (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 or has been or will be prohibited from being used or that its use has been or will be subject

to restrictions or adverse consequences either generally or with respect to the Notes;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Calculation Agent or, as the case may be, the Alternate Agent as of the Benchmark Replacement Date:

- (i) the sum of:
 - (a) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and
 - (b) the Benchmark Replacement Adjustment;
- (ii) the sum of:
 - (a) the ISDA Fallback Rate; and
 - (b) the Benchmark Replacement Adjustment; or
- (iii) the sum of:
 - (a) the alternate reference rate that has been selected by the Calculation Agent or, as the case may be, the Alternate Agent as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated Floating Rate Notes at such time; and
 - (b) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Calculation Agent or, as the case may be, the Alternate Agent 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, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent or, as the case may be, the Alternate Agent 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 (including any daily published component used in the calculation thereof) 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 timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) the Calculation Agent or, as the case may be, the Alternate Agent decides 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, as the case may be, the Alternate Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent or, as the case may be, the Alternate Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent (or, as the case may be, the Alternate Agent) determines is reasonably necessary acting in good faith and in a commercial manner);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (i) in the case of sub-paragraph (i) or (ii) of the definition of “Benchmark Transition Event”, the later of:
 - (x) the date of the public statement or publication of information referenced therein; and
 - (y) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of sub-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;

“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 relevant ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the relevant ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof)

for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means (1) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Simple SOFR Average or Compounded Daily SOFR is specified as applicable in the relevant Final Terms) or SOFR Index Determination Time (where Compounded SOFR Index is specified as applicable in the relevant Final Terms), or (2) if the Benchmark is not the SOFR Benchmark, the time determined by the Calculation Agent or, as the case may be, the Alternate Agent 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; and

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (vii) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being SONIA, the SONIA rate of interest determination method, as specified in the relevant Final Terms (the **“SONIA Rate of Interest Determination”**), in which the Rate of Interest is to be determined could be either SONIA Compounded Index Rate or SONIA Compounded Daily Reference Rate as follows:

- (x) SONIA Compounded Index Rate

If SONIA Compounded Index Rate is specified in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, be the SONIA Compounded Index Rate as follows, plus or minus (as indicated in the relevant Final Terms) the Margin (if any).

For the purposes of this Condition 5(c)(iii)(B)(g)(x):

“SONIA Compounded Index Rate” means with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international reputation responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

$$\left(\frac{SONIA \text{ Compounded Index}_{END}}{SONIA \text{ Compounded Index}_{START}} - 1 \right) \times \left(\frac{365}{d} \right)$$

provided, however, that if the SONIA Compounded Index Value is not available in relation to any Interest Accrual Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded Index_{START} and SONIA Compounded Index_{END}, the Rate of Interest shall be calculated for such Interest Accrual Period on the basis of the SONIA Compounded Daily Reference Rate as set out in Condition 5(c)(iii)(B)(g)(y) as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified in the relevant Final Terms and the “Relevant Screen Page” shall be deemed to be the “Relevant Fallback Screen Page” as specified in the relevant Final Terms,

where:

“**d**” means the number of calendar days in the relevant Observation Period;

“**London Business Day**”, means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**Observation Period**” means, in respect of an Interest Accrual Period, the period from (and including) the date falling “p” London Business Days prior to the first day of such Interest Accrual Period (and the first Observation Period shall begin on and include the date which is “p” London Business Days prior to the Issue Date) and ending on (but excluding) the date which is “p” London Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “p” London Business Days prior to such earlier date, if any, on which the Notes become due and payable);

“**p**” means, for any Interest Accrual Period the whole number specified in the relevant Final Terms (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

“**SONIA Compounded Index**” means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

“**SONIA Compounded Index_{START}**” means, in respect of an Interest Accrual Period, the SONIA Compounded Index Value on the date falling “p” London Business Days prior to (i) the first day of such Interest Accrual Period, or (ii) in the case of the first Interest Accrual Period, the Issue Date;

“**SONIA Compounded Index_{END}**” means the SONIA Compounded Index Value on the date falling “p” London Business Days prior to (i) in respect of an Interest Accrual Period, the Interest Payment Date for such Interest Accrual Period, or (ii) if the Notes become due and payable prior

to the end of an Interest Accrual Period, the date on which the Notes become so due and payable; and

“SONIA Compounded Index Value” means in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England’s Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(y) **SONIA Compounded Daily Reference Rate**

If SONIA Compounded Daily Reference Rate is specified in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will be the SONIA Compounded Daily Reference Rate as follows, plus or minus (as indicated in the relevant Final Terms) the Margin (if any),

“SONIA Compounded Daily Reference Rate” means, in respect of an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SONIA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

Where:

“London Business Day”, **“Observation Period”** and **“p”** have the meanings set out under Condition 5(c)(iii)(B)(g)(x);

“d” is the number of calendar days in the relevant:

- (i) Observation Period where Observation Shift is specified in the relevant Final Terms; or
- (ii) Interest Accrual Period where Lag is specified in the relevant Final Terms;

“d_o” is the number of London Business Days in the relevant:

- (i) Observation Period where Observation Shift is specified in the relevant Final Terms; or

- (ii) Interest Accrual Period where Lag is specified in the relevant Final Terms;

“*i*” is a series of whole numbers from one to d_o , each representing the relevant London Business Day in chronological order from, and including, the first London Business Day in the relevant:

- (i) Observation Period where Observation Shift is specified in the relevant Final Terms; or
- (ii) Interest Accrual Period where Lag is specified in the relevant Final Terms;

“*n_i*”, for any London Business Day “*i*”, means the number of calendar days from and including such London Business Day “*i*” up to but excluding the following London Business Day;

“**SONIA_i**” means, in relation to any London Business Day the SONIA reference rate in respect of:

- (i) that London Business Day “*i*” where Observation Shift is specified in the relevant Final Terms; or
- (ii) the London Business Day (being a London Business Day falling in the relevant Observation Period) falling “*p*” London Business Days prior to the relevant London Business Day “*i*” where Lag is specified in the relevant Final Terms; and

the “**SONIA reference rate**”, in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average (“**SONIA**”) 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 on the next following London Business Day or, if the Relevant Screen Page is unavailable, as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England’s Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate).

- (z) Where SONIA is specified as the Reference Rate in the relevant Final Terms and either (i) SONIA Compounded Daily Reference Rate is specified in the relevant Final Terms, or (ii) the SONIA Compounded Index Rate is specified in the relevant Final Terms, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page or Relevant Fallback Screen Page as applicable, (or as otherwise provided in the relevant definition thereof), such Reference Rate shall be:
 - 1. (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on which the SONIA reference rate has

been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

2. if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof), and

in each case, SONIA_i shall be interpreted accordingly.

- (aa) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual 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 Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).
- (bb) If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.
- (viii) Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and the Reference Rate in respect of the Floating Rate Notes is specified as being TONA, the TONA rate of interest determination method, as specified in the relevant Final Terms (the “**TONA Rate of Interest Determination**”), in which the Rate of Interest is to be determined could be either TONA Lookback Compound or TONA Shift Compound as follows:
 - (x) if TONA Lookback Compound is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be TONA-LOOKBACK-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any); or

- (y) if TONA Shift Compound is specified as applicable in the relevant Final Terms, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be TONA-SHIFT-COMPOUND plus or minus (as indicated in the Final Terms) the Margin (if any);

For the purpose of this Condition 5(c)(iii)(B)(h):

“TONA-LOOKBACK-COMPOUND” means the rate of return of a daily compound interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank JPY market in Tokyo) which will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{TONA}_{i-pTBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

Where:

“d” is the number of calendar days in the relevant Interest Accrual Period;

“d₀” is the number of Tokyo Banking Days in the relevant Interest Accrual Period;

“i” is a series of whole numbers from one to d₀, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Accrual Period to, and including, the last Tokyo Banking Day in such Interest Accrual Period;

“n_i” means, for any Tokyo Banking Day “i”, the number of calendar days from, and including, such Tokyo Banking Day “i” up to but excluding the following Tokyo Banking Day (“i+1”);

“Observation Look-Back Period” is as specified in the relevant Final Terms;

“p” means, in relation to any Interest Accrual Period, the number of Tokyo Banking Days included in the Observation Look-Back Period;

“TONA_{i-pTBD}”, means for any Tokyo Banking Day “i” falling in the relevant Interest Accrual Period, the TONA in respect of the Tokyo Banking Day falling “p” Tokyo Banking Days prior to the relevant Tokyo Banking Day “i”.

“TONA-SHIFT-COMPOUND” means the rate of return of a daily compounded interest investment (it being understood that the reference rate for the calculation of interest is the arithmetic mean of the daily rates of the day-to-day interbank JPY market in Tokyo) which will be calculated by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible

for the calculation of the Rate of Interest, as specified in the relevant Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\prod_{i=1}^{d_0} \left(1 + \frac{TONA_i \times n_i}{365} \right) - 1 \right) \times \frac{365}{d}$$

Where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d₀**” for any Observation Period, means the number of Tokyo Banking Days in the relevant Observation Period;

“**TONA_i**” means, in respect of any Tokyo Banking Day falling in the relevant Observation Period, the TONA in respect of that Tokyo Banking Day “**i**”;

“**i**” is a series of whole numbers from one to d₀, each representing the relevant Tokyo Banking Day in chronological order from (and including) the first Tokyo Banking Day in the relevant Observation Period to, and including, the last Tokyo Banking Day in such Interest Accrual Period;

“**n_i**” for any Tokyo Banking Day “**i**” in the relevant Observation Period, means the number of calendar days from (and including) such day “**i**” up to (but excluding) the following Tokyo Banking Day (“**i+1**”);

“**Observation Period**” means, in respect of each Interest Accrual Period, the period from (and including) the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the first day of such Interest Accrual Period to (but excluding) the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the Interest Payment Date for such Interest Accrual Period;

“**Observation Shift Days**” means the number of Tokyo Banking Days specified in the relevant Final Terms.

If, in respect of a relevant Tokyo Banking Day, the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms) determines that the TONA is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such TONA shall be the TONA in respect of the first preceding Tokyo Banking Day for which the TONA was published by the Bank of Japan or such authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation of the Rate of Interest, as specified in the relevant Final Terms), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period

from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on, and excluding, the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the Notes become due and payable in accordance with the Conditions, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the relevant Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Notes remains outstanding, be that determined on such date.

For the purpose of this Condition 5(c)(iii)(B)(h):

“Tokyo Banking Day” or **“TBD”** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

“TONA” means, in respect of any Tokyo Banking Day, is a reference rate equal to the daily Tokyo Over Night Average rate in respect of such Tokyo Banking Day as published by the Bank of Japan on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, on the Tokyo Banking Day immediately following such Tokyo Banking Day.

- (ix) 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 Reference Rate 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 at the Specified Time on the relevant Interest Determination Date: (i) 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 relevant Interest Determination Date; (ii) if at least four 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 quotations and the lowest quotation (or, in the event of equality, one of the lowest quotations) and (iii) if on any Interest Determination Date less than three 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 the then prevailing standard market practice.

For the purposes of this sub-paragraph (i):

“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 relevant 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 US 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 and the Issuer.

“Reference Currency” means the currency specified as such in the applicable Final Terms.

“Relevant Financial Centre” means, with respect to a Reference Currency, the financial centre specified as such in the applicable Final Terms.

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

“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 Accrual 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 relevant ISDA Definitions) with a designated maturity determined by the Calculation Agent by reference to the then prevailing standard market practice or the ISDA Definitions;
- (ii) where the Reference Currency is any other currency or if the Final Terms specify otherwise, the mid-market swap rate as determined in accordance with the applicable Final Terms.

“Representative Amount” means an amount that is representative for a single transaction in the relevant market at the relevant time, as determined by the Calculation Agent.

(C) *Benchmark discontinuation for Floating Rate Notes*

(x) Independent Adviser

Where Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate of Interest is to be determined and if a Benchmark Event occurs in relation to an Original Reference Rate (other than €STR, SARON, SOFR Benchmark, SONIA and TONA) when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate the Issuer shall use its 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)(b)) and, in either case, an Adjustment Spread if any (in accordance with Condition 5(c)(iii)(C)(c)) and any Benchmark Amendments (in accordance with Condition 5(c)(iii)(C)(d)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 5(c)(iii)(C) shall act in good faith in a commercially reasonable manner as an independent expert and in consultation with the Issuer. The Issuer will not take any discretionary decision on the basis of such consultation. In the absence of bad faith, manifest error or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, or the Noteholders, the Receiptholders or the Couponholders for any determination made by it, pursuant to this Condition 5(c)(iii)(C).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5(c)(iii)(C)(a) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 5(c)(iii)(C)(a) shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 5(c)(iii)(C)(a).

(xi) Successor Rate or Alternative Rate

If the Independent Adviser, determines that:

- (i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 5(c)(iii)(C)(c)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c)(iii)(C)); 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)(c)) subsequently be used in place of the Original Reference Rate to

determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5(c)(iii)(C)).

(xii) Adjustment Spread

If the Independent Adviser, determines (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).

(xiii) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5(c)(iii)(C) and the Independent Adviser, determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5(c)(iii)(C)(e), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

For the avoidance of doubt, and in connection with any such variation in accordance with this Condition 5(c)(iii)(C)(d), 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.

(xiv) Notices

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5(c)(iii)(C) will be notified promptly by the Issuer, after receiving such information from the Independent Adviser, to the Fiscal Agent, the Calculation Agent, the Paying Agents, the Representative of the *Masse* and, in accordance with Condition 15, the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders and the Representative of the *Masse* of the same, the Issuer shall deliver to the Fiscal Agent, the Calculation Agent and the Paying Agents a certificate signed by an authorised signatory of the Issuer and the Independent Adviser:

- (i) confirming, on the basis of the determination of the Independent Adviser (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) where applicable, any Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 5(c)(iii)(C); and
- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Fiscal Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's, the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agent and the Noteholders.

(xv) **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 5(c)(iii)(C) (a), (b), (c) and (d), the Original Reference Rate and the fallback provisions provided for in Condition 5(c)(iii)(B) will continue to apply unless and until a Benchmark Event has occurred.

(xvi) **New Benchmark Event in respect of the Successor Rate or Alternative Rate**

If Benchmark Amendments have been implemented pursuant to this Condition 5(c)(iii)(C) and a new Benchmark Event occurs in respect of the then applicable Successor Rate or Alternative Rate, the provisions of this Condition 5(c)(iii)(C) shall apply as if the Successor Rate or Alternative Rate were the Original Reference Rate.

(iv) ***Rate of Interest for Inflation Linked Notes (for Unsubordinated Notes only):***

1. **Consumer Price Index (CPI)**

Where the consumer price index excluding tobacco for all households in metropolitan France, as calculated and published by the *Institut National de la Statistique et des Etudes Economiques* (the "**INSEE**") ("**CPI**") is specified as the Index in the relevant Final Terms, this Condition 5(c)(iv)(1) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5(c)(iv)(1) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the CPI (the "**CPI Linked Interest**") will be determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) on the following basis:

(A) **On the fifth Business Day before each Interest Payment Date (an "**Interest Determination Date**") the Calculation Agent will calculate the Inflation Index Ratio.**

For the purpose of this Condition 5(c)(iv)(1), the "**Inflation Index Ratio**" or "**IIR**" is the ratio between (i) the CPI Daily Inflation Reference Index (as defined below) applicable upon any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the CPI Daily Inflation Reference Index (as defined below) applicable on the date specified in the applicable Final Terms (the "**Base Reference**"). Notwithstanding Condition 5(g)(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

"**CPI Daily Inflation Reference Index**" means (A) in relation to the first day of any given month, the CPI Monthly Reference Index of the third month preceding such month, and (B) in relation to a day (D) (other than the first day) in any given month (M), the linear interpolation of the CPI Monthly Reference Index pertaining respectively to the third

month preceding such month (M - 3) and the second month preceding such month (M - 2) calculated in accordance with the following formula:

CPI Daily Inflation Reference Index=

$$\text{CPI Monthly Reference Index}_{M-3} + \frac{D-1}{ND_M} \times (\text{CPI Monthly Reference Index}_{M-2} - \text{CPI Monthly Reference Index}_{M-3})$$

With:

“**ND_M**”: number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31;

“**D**”: actual day of payment in the relevant month M and, in the case of payment of principal and interest, shall be equal to 25;

“**CPI Monthly Reference Index_{M-2}**”: price index of month M - 2;

“**CPI Monthly Reference Index_{M-3}**”: price index of month M - 3.

Notwithstanding Condition 5(g)(iii), the CPI Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

For information purposes, such CPI Daily Inflation Reference Index appears on the *Agence France Trésor* Reuters page OATINFLATION01 or on Bloomberg TRESOR <GO> pages and on the website www.aft.gouv.fr. In the case of doubt in the interpretation of the methods used to calculate the Inflation Index Ratio, such methods shall be interpreted by reference to the procedures selected by the French Treasury (*Trésor*) for its *obligations assimilables du Trésor indexées sur l'inflation*.

“**CPI Monthly Reference Index**” refers to the definitive consumer price index excluding tobacco for all households in metropolitan France, as calculated and published monthly by the INSEE as such index may be adjusted or replaced from time to time as provided herein.

- (B) The calculation method described below is based on the recommendation issued by the French Bond Association (*Comité de Normalisation Obligataire* – www.cnofrance.org) in its July 2011 Paper entitled “Inflation-linked bonds”. In the case of any conflict between the calculation method provided below and the calculation method provided by the Bond Association (*Comité de Normalisation Obligataire*), the calculation method provided by the Bond Association (*Comité de Normalisation Obligataire*) shall prevail.

The CPI Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate per annum specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(C)

- (1) If the CPI Monthly Reference Index is not published in a timely manner, a substitute CPI Monthly Reference Index (the “**Substitute CPI Monthly Reference Index**”) shall be determined by the Calculation Agent in accordance with the following provisions:
- (x) If a provisional CPI Monthly Reference Index (*indice provisoire*) has already been published, such index shall automatically be used as the Substitute CPI

Monthly Reference Index. Such provisional CPI Monthly Reference Index would be published under the heading “*indice de substitution*”. Once the definitive CPI Monthly Reference Index is released, it would automatically apply from the day following its release to all calculations taking place from this date.

- (y) If no provisional CPI Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute CPI Monthly Reference Index_M=

$$\text{CPI Monthly Reference Index}_{M-1} \times \frac{\text{CPI Monthly Reference Index}_{M-1}}{\text{CPI Monthly Reference Index}_{M-13}}^{\frac{1}{12}}$$

- (2) In the event INSEE decides to proceed with one or more base changes for the purpose of calculating the CPI Monthly Reference Index, the two CPI Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December CPI Monthly Reference Index of the last year of joint publications, which corresponds to the CPI Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{CPI Monthly Reference Index}_{\text{pertaining to December calculated on the new basis}}}{\text{CPI Monthly Reference Index}_{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{CPI Monthly Reference Index}_{\text{Date D New Basis}} = \text{CPI Monthly Reference Index}_{\text{Date D Previous Basis}} \times \text{Key}$$

2. Harmonised Index of Consumer Prices (HICP)

Where the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published monthly by Eurostat (the “**HICP**”) is specified as the Index in the relevant Final Terms, this Condition 5(c)(iv)(2) shall apply. Terms defined herein shall have the meanings set out below only when this Condition 5(c)(iv)(2) shall apply.

The Rate of Interest in respect of Inflation Linked Notes indexed to the HICP (the “**HICP Linked Interest**”) will be determined by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) on the following basis:

- (A) On the fifth Business Day before each Interest Payment Date (an “**Interest Determination Date**”) the Calculation Agent will calculate the Inflation Index Ratio.

For the purpose of this Condition 5(c)(iv)(2), the “**Inflation Index Ratio**” or “**IIR**” is the ratio between (i) the HICP Daily Inflation Reference Index (as defined below) applicable upon any Interest Payment Date or the redemption date, as the case may be and (ii) the base reference defined as the HICP Daily Inflation Reference Index (as defined below) applicable on the date specified in the applicable Final Terms (the “**Base Reference**”).

Notwithstanding Condition 5(g)(iii), the IIR will be rounded if necessary to five significant figures (with halves being rounded up).

“**HICP Daily Inflation Reference Index**” means (A) in relation to the first day of any given month, the HICP Monthly Reference Index of the third month preceding such month, and (B) in relation to a day (D) (other than the first day) in any given month (M), the linear interpolation of the HICP Monthly Reference Index pertaining respectively to the third month preceding such month (M - 3) and the second month preceding such month (M - 2) calculated in accordance with the following formula:

HICP Daily Inflation Reference Index =

$$\text{HICP Monthly Reference Index}_{M-3} + \frac{D-1}{ND_M} \times (\text{HICP Monthly Reference Index}_{M-2} - \text{HICP Monthly Reference Index}_{M-3})$$

With:

“**ND_M**”: number of days in the relevant month M and, in the case of payment of principal and interest, shall be equal to 31;

“**D**”: actual day of payment in the relevant month M and, in the case of payment of principal and interest, shall be equal to 25;

“**HICP Monthly Reference Index_{M-2}**”: price index of month M - 2;

“**HICP Monthly Reference Index_{M-3}**”: price index of month M - 3.

Notwithstanding Condition 5(g)(iii), the HICP Daily Inflation Reference Index will be rounded if necessary to five significant figures (with halves being rounded up).

For information purposes, such HICP Daily Inflation Reference Index appears on the *Agence France Trésor* Reuters page OATEI01, on the website www.aft.gouv.fr and on Bloomberg page TRESOR.

“**HICP Monthly Reference Index**” refers to the harmonised index of consumer prices excluding tobacco measuring the rate of inflation in the European Monetary Union excluding tobacco as calculated and published by Eurostat as such index may be adjusted or replaced from time to time as provided herein.

(B) The HICP Linked Interest applicable from time to time for each Interest Period (as specified in the relevant Final Terms) will be equal to the rate per annum specified in the relevant Final Terms multiplied by the Inflation Index Ratio (as defined above).

(C)

(1) If the HICP Monthly Reference Index is not published in a timely manner, a substitute HICP Monthly Reference Index (the “**Substitute HICP Monthly Reference Index**”) shall be determined by the Calculation Agent in accordance with the following provisions:

(x) if a provisional HICP Monthly Reference Index has already been published by Eurostat, such index shall automatically be used as the Substitute HICP Monthly Reference Index. Once the definitive HICP Monthly Reference Index is released, it would automatically apply

from the day following its release to all calculations taking place from this date.

- (y) If no provisional HICP Monthly Reference Index is available, a substitute index shall be calculated on the basis of the most recently published figure adjusted as set out in the following formula:

Substitute HICP Monthly Reference Index_M =

$$\text{HICP Monthly Reference Index}_{M-1} \times \frac{\text{HICP Monthly Reference Index}_{M-1}}{\text{HICP Monthly Reference Index}_{M-13}}^{\frac{1}{12}}$$

- (2) In the event Eurostat decides to proceed with one or more base changes for the purpose of calculating the HICP Monthly Reference Index, the two HICP Monthly Reference Indexes which have been calculated on a different basis will be chained on the basis of the December HICP Monthly Reference Index of the last year of joint publications, which corresponds to the HICP Daily Inflation Reference Index for 1st March of the following year. Such chaining will be carried out in accordance with the following equation:

$$\text{Key} = \frac{\text{HICP Monthly Reference Index}^{\text{pertaining to December calculated on the new basis}}}{\text{HICP Monthly Reference Index}^{\text{pertaining to December calculated on the previous basis}}}$$

Such that:

$$\text{HICP Monthly Reference Index}_{\text{Date D New Basis}} = \text{HICP Monthly Reference Index}_{\text{Date D Previous Basis}} \times \text{Key}$$

This Condition 5(c)(iv) is only applicable to Unsubordinated Notes.

- (d) **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 on the date set out in the Final Terms.
- (e) **Zero Coupon Notes (for Unsubordinated Notes only):** Where an Unsubordinated Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Unsubordinated Note. As from the Maturity Date, the Rate of Interest for any overdue principal of such an Unsubordinated Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(i)(i)). This Condition 5(e) is not applicable to Deeply Subordinated Notes.
- (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 as before judgement) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date.

- (g) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts 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, Instalment Amount or Redemption Amount is specified in the relevant Final Terms, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be. In no event shall the applicable rate of interest (including, for the sake of clarity, any applicable margin) be less than zero.
 - (iii) For the purposes of any calculations required pursuant to these Conditions, (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 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 Instalment Amounts:** The 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, determine such rate and calculate the Interest Amounts in respect of each Specified Denomination of the Notes for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or Instalment 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 Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Optional Redemption Amount, Early Redemption Amount or any Instalment Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other 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 listed and admitted to trading on a Regulated Market and the rules of such Regulated Market so require, such exchange 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 exchange 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)(ii), 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.

If the Notes become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Notes shall, subject in the case of (i) €STR to Condition 5(c)(iii)(B)(d), (ii) SARON to Condition 5(c)(iii)(B)(e), (iii) SOFR Benchmark to Condition 5(c)(iii)(B)(f), (iv) SONIA to Condition 5(c)(iii)(B)(g) and (v) TONA to Condition 5(c)(iii)(B)(h), nevertheless continue to be calculated as previously in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. 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) shall (in the absence of manifest error) be final and binding upon all parties.

- (j) **Calculation Agent:** The Issuer shall procure that there shall at all times be 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 in Condition 4). 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, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional 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.
- (k) **RMB Notes (for Unsubordinated Notes only) :** Notwithstanding the foregoing, each RMB Note which is a Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, if any Interest Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month in which case it shall be brought forward to the immediately preceding Business Day. Interest will be payable in arrear on each Interest Payment Date.

The Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) will, as soon as practicable after 11.00 a.m. (Hong Kong time) on each Interest Determination Date, calculate the amount of interest payable per Specified Denomination for the relevant Interest Period. The determination of the amount of interest payable per Specified Denomination by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties.

The Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) will cause the amount of interest payable per Specified Denomination for each Interest Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Noteholders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Specified Denomination and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the

event of an adjustment of the Interest Period if the Interest Payment Date is not a Business Day. If the Notes become due and payable under Condition 9, the accrued interest per Specified Denomination shall nevertheless continue to be calculated as previously by the Calculation Agent (or such other independent party with appropriate expertise and international repute responsible for the calculation, as specified in the relevant Final Terms) in accordance with this provision but no publication of the amount of interest payable per Specified Denomination so calculated need be made.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the Specified Denomination, multiplying such product by the actual number of days in the relevant Interest Period or, as applicable, other period concerned and dividing it by 365, and rounding the resultant figure to the nearest Renminbi sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

This Condition 5(k) is only applicable to Unsubordinated Notes.

(l) **Deferral of Interest in respect of Deeply Subordinated Notes:**

Interest payments in respect of Deeply Subordinated Notes shall only be due and payable if the Issuer so elects, in accordance with the provisions of the following paragraphs.

(i) **Optional Interest Payment**

Interest which accrues during an Interest Period ending on but excluding an Interest Payment Date will be due on that Interest Payment Date unless the Issuer, by giving notice to the holders of Deeply Subordinated Notes in accordance with sub-paragraph (iv) below, elects to defer such payment, in whole or in part, and the Issuer shall not have any obligation to make such payment and any failure to so pay shall not constitute a default by the Issuer under the Deeply Subordinated Notes or for any other purpose.

Any interest in respect of the Deeply Subordinated Notes which has not been paid in accordance with this paragraph will be deferred and shall constitute “**Arrears of Interest**” and shall be payable as outlined below.

(ii) **Payment of Arrears of Interest**

Arrears of Interest (together with any Additional Interest Amount (as defined below)) may at the option of the Issuer be paid, in whole or in part, at any time, provided that all Arrears of Interest (together with the corresponding Additional Interest Amounts (as defined below)) in respect of all Deeply Subordinated Notes for the time being outstanding shall become due and payable in full on whichever is the earliest of:

- (a) ten (10) Business Days following the occurrence of a Mandatory Payment Event;
- (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;
- (c) the date on which the Deeply Subordinated Notes are redeemed; or
- (d) the date upon which a judgment is made for the voluntary or judicial liquidation of the Issuer (*liquidation judiciaire* or *liquidation amiable*) or the sale of the whole of the business (*cession totale de l'entreprise*) of the Issuer subsequent to the opening of a judicial recovery procedure (*redressement judiciaire*) or if the Issuer is liquidated for any other reason, as contemplated under Condition 9(b) below.

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 Deeply Subordinated Notes at a rate which corresponds to the rate of interest from time to time applicable to the Deeply Subordinated Notes (the “**Arrears Interest Rate**”) 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 (ii) and shall be calculated by the Calculation Agent applying the Arrears Interest Rate to the amount of the Arrears of Interest and otherwise *mutatis mutandis* as provided in the foregoing provisions of this Condition.

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* 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 only of calculating the Additional Interest Amount accruing thereafter.

For the purpose hereof:

A “**Mandatory Payment Event**” means that:

- (i) a dividend, other distribution or payment of any nature was validly declared, paid or made in respect of any Equity Securities or any Parity Securities of the Issuer, or
 - (ii) the Issuer has repurchased, redeemed, or otherwise acquired any Equity Securities or any Parity Securities of the Issuer other than, (i) with respect to Equity Securities, in connection with the satisfaction by the Issuer of its obligations under any buy-back programme, share option, or free share allocation plan reserved for directors, officers and/or employees of the Issuer’s group, liquidity agreement (*programme de liquidité*) or any associated hedging transaction or the hedging of convertible securities of the Issuer or (ii) the acquisition by the Issuer of any Parity Securities (in whole or in part) in a public tender offer or public exchange offer at a purchase price per Parity Security (including, for the avoidance of doubt, the Notes) below its par value;
- save for, in each case, any compulsory dividend, other distribution, payment, repurchase, redemption or other acquisition required by the terms of such securities.

“**Parity Securities**” means, at any time, in respect of any Deeply Subordinated Notes², any securities which rank *pari passu* with the Deeply Subordinated Notes. The term Parity Securities shall apply *mutatis mutandis* to any instruments issued by any Principal Subsidiary (as defined in Condition 4(a) above) of the Issuer, where relevant, provided that each such instrument shall qualify as Parity Securities only to the extent such instrument is guaranteed by the Issuer or the Issuer otherwise assumes liability for it, and the Issuer’s obligations under the relevant guarantee or other assumption of liability rank *pari passu* with the Issuer’s obligations under the Deeply Subordinated Notes.

(iii) Optional Partial Payment of Arrears of Interest and Additional Interest Amounts

If amounts in respect of Arrears of Interest and Additional Interest Amounts are paid in part:

- (i) all unpaid amounts of Arrears of Interest shall be payable before any Additional Interest Amounts;

² For information purposes only, the Deeply Subordinated Obligations include, as at the date of this Base Prospectus, the Euro 500,000,000 Undated Deeply Subordinated Fixed Rate Resettable Notes issued on 14 September 2021 (ISIN: FR0014005EJ6).

- (ii) 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
- (iii) the amount of Arrears of Interest or Additional Interest Amounts payable in respect of any of the Deeply Subordinated Notes 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 on Deeply Subordinated Notes in respect of that period to the date of payment.
- (iv) Notice of Deferral and Payment of Arrears of Interests

Notice of (i) deferral of any interest under the Deeply Subordinated Notes on any Interest Payment Date and (ii) any date upon which amounts in respect of Arrears of Interest and/or Additional Interest Amounts shall become due and payable shall be given to the holders of Deeply Subordinated Notes in accordance with Condition 10, and the Paying Agents and the Calculation Agent at least five (5) Business Days in Paris, but no more than thirty (30) Business Days in Paris, prior to such Interest Payment Date or date. So long as the Notes are admitted to trading on Euronext Paris and the rules applicable to such stock exchange so require, notice of any such deferral shall also be given as soon as reasonably practicable to such stock exchange.

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, unless otherwise provided, is its nominal amount) or, in the case of a Note falling within Condition 6(b) below, its final Instalment Amount. The Undated Deeply Subordinated Notes are undated obligations in respect of which there is no fixed maturity date but may be redeemed early at the option of the Issuer under certain circumstances set out below.
- (b) **Redemption by Instalments:** Unless previously redeemed, purchased and cancelled as provided in this Condition 6, each Unsubordinated Note that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified in the relevant Final Terms. The outstanding nominal amount of each such Unsubordinated Note shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the nominal amount of such Unsubordinated Note, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused (i) in the case of Unsubordinated Notes which are Dematerialised Notes, on the due date for such payment or (ii) in the case of Unsubordinated Notes which are Materialised Notes, on presentation of the related Receipt, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.
- (c) **Make-Whole Redemption by the Issuer:**
 - (i) **Unsubordinated Notes**

If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms, in respect of any issue of Unsubordinated Notes, the Issuer may, subject to the satisfaction of any refinancing conditions to which the redemption is subject (if any) and compliance by the Issuer with all relevant laws, regulations and directives and on giving not less than 15 nor more than 30 days' notice in accordance with Condition 15 to the holders of Unsubordinated Notes (or such other notice period as may be specified in the relevant Final Terms) redeem the Unsubordinated Notes, in whole or in part, at any time

or from time to time, prior to their Maturity Date (the “**Optional Redemption Date**”) at their Optional Redemption Amount.

On or no later than the Business Day immediately following the Redemption Amount Calculation Date, the Make-Whole Calculation Agent shall notify the Issuer, the Fiscal Agent and such other parties as may be specified in the relevant Final Terms of the Optional Redemption Amount.

The Optional Redemption Amount will be equal to the sum rounded to the nearest cent (half a cent being rounded upward) of:

- (i) the greater of (x) 100 per cent. of the nominal amount of the Unsubordinated Notes so redeemed and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Unsubordinated Notes (not including any interest accrued on the Unsubordinated Notes from, and including, the Interest Payment Date immediately preceding the relevant Optional Redemption Date or the Interest Commencement Date, as the case may be, to, but excluding, the relevant Optional Redemption Date) discounted to the relevant Optional Redemption Date on the basis of the Day Count Fraction specified in the relevant Final Terms at the Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms); and
- (ii) in each case (x) or (y) above, any interest accrued on the Unsubordinated Notes from, and including, the Interest Payment Date immediately preceding the relevant Optional Redemption Date or the Interest Commencement Date, as the case may be, to, but excluding, the Optional Redemption Date.

The notice shall specify the date fixed for redemption and shall be irrevocable unless it specifies the refinancing conditions to which the redemption is subject.

If a Residual Maturity Call Option is specified in the relevant Final Terms, the Optional Redemption Amount in respect of the Make-Whole Redemption by the Issuer will be calculated taking into account the Call Option Date (as specified in the relevant Final Terms) pursuant to Condition 6(e) below and not the Maturity Date.

If the Reference Security is no longer outstanding, a Similar Security (as specified in the relevant Final Terms) will be chosen by the Make-Whole Calculation Agent at 11.00 a.m. (Central European time (CET)) on the third business day in London preceding the Optional Redemption Date, quoted in writing by the Make-Whole Calculation Agent to the Issuer and notified in accordance with Condition 15.

The Redemption Rate will be notified by the Paying Agent 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. The Make-Whole Calculation Agent shall act as an independent expert and not as an agent for the Issuer or the Noteholders. In the absence of bad faith, manifest error or fraud, the Make-Whole Calculation Agent shall have no liability whatsoever to the Paying Agents, or the Noteholders, the Receiptholders or the Couponholders for any determination made by it, pursuant to this Condition 6(c).

In the case of a partial redemption, the relevant provisions of Condition 6(d)(i) shall apply *mutatis mutandis* to this Condition 6(c)(i).

(ii) Deeply Subordinated Notes

If a Make-Whole Redemption by the Issuer is specified in the relevant Final Terms, in respect of any issue of Deeply Subordinated Notes, 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 days' irrevocable notice in accordance with Condition 15 to the holders of Deeply Subordinated Notes (or such other notice period as may be specified in the relevant Final Terms) redeem the Deeply Subordinated Notes, in whole but not in part, at any time other than during any Residual Redemption Period (if any) and/or on any Par Call Date (the "**Optional Redemption Date**") at their Optional Redemption Amount.

On or no later than the Business Day immediately following the Redemption Amount Calculation Date, the Make-Whole Calculation Agent shall notify the Issuer, the Fiscal Agent and such other parties as may be specified in the relevant Final Terms of the Optional Redemption Amount.

The Optional Redemption Amount will be equal to the sum rounded to the nearest cent (half a cent being rounded upward) of:

- (i) the greater of (x) 100 per cent. of the nominal amount of the Deeply Subordinated Notes and, (y) the sum of the then present values of the remaining scheduled payments of principal and interest on such Deeply Subordinated Notes (not including any Arrears of Interest, Additional Interest Amount thereon and any interest accrued on the Deeply Subordinated Notes to, but excluding, the Optional Redemption Date) up to, and discounted from, (in respect of Dated Deeply Subordinated Notes only) the Maturity Date or, if applicable, the Par Call Date immediately succeeding the Optional Redemption Date to such Optional Redemption Date, on the basis of the Day Count Fraction specified in the relevant Final Terms at the higher of (i) Redemption Rate plus a Redemption Margin (as specified in the relevant Final Terms), and (ii) 0 (zero) per cent.; and
- (ii) in each case (x) or (y) above, any interest accrued on the Deeply Subordinated Notes and any Arrears of Interest (including any Additional Interest Amounts thereon) to, but excluding, the Optional Redemption Date.

If the Reference Security is no longer outstanding, a Similar Security (as specified in the relevant Final Terms) will be chosen by the Make-Whole Calculation Agent at 11:00 a.m. (Central European time (CET)) on the third business day in London preceding the Optional Redemption Date, quoted in writing by the Make-Whole Calculation Agent to the Issuer and notified in accordance with Condition 15.

The Redemption Rate will be notified 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. The Make-Whole Calculation Agent shall act as an independent expert and not as an agent for the Issuer or the Noteholders. In the absence of bad faith, manifest error or fraud, the Make-Whole Calculation Agent shall have no liability whatsoever to the Paying Agents, or the Noteholders, the Receiptholders or the Couponholders for any determination made by it, pursuant to this Condition 6(c).

(iii) Definitions

"Par Call Date(s)" means any Optional Redemption Date or, if any Residual Redemption Period(s) have been specified in the relevant Final Terms, any relevant Residual Redemption Date.

"Redemption Amount Calculation Date" means the fourth Business Day preceding the Optional Redemption Date.

The **"Redemption Rate"** is the average of the four quotations (eliminating the highest quotation (or, in the event of equality, one of the highest quotations) and the lowest quotation (or, in the event of equality,

one of the lowest quotations)) given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security (as specified in the relevant Final Terms) on the fourth business day preceding the Optional Redemption Date at 11.00 a.m. (Central European time (CET)).

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

(d) **Redemption at the Option of the Issuer and Partial Redemption:**

(i) **Unsubordinated Notes**

If a Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice in accordance with Condition 15 to the holders of Unsubordinated Notes (or such other notice period as may be specified in the relevant Final Terms) redeem, all or, if so provided in the relevant Final Terms, some, of the Unsubordinated Notes on any Optional Redemption Date. Any such redemption of Unsubordinated Notes shall be at their Optional Redemption Amount together with interest accrued to, but excluding, the date fixed for redemption, if any. Any such redemption or exercise must relate to Unsubordinated 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 Unsubordinated 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 stock exchange or other relevant authority requirements of the Regulated Market on which the Unsubordinated Notes are listed and admitted to trading.

In the case of a partial redemption in respect of Unsubordinated Notes issued as Dematerialised Notes of any Series, the redemption may be effected by reducing the nominal amount of all such Unsubordinated Notes issued as Dematerialised Notes in proportion to the aggregate nominal amount redeemed.

So long as the Unsubordinated Notes are listed and admitted to trading on Euronext Paris or on any Regulated Market and the rules of such Regulated Market so require, the Issuer shall, once in each year in which there has been a partial redemption of the Unsubordinated 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* (the “AMF”) and on the website of any other competent authority and/or Regulated Market where the Unsubordinated Notes are listed and admitted to trading, a notice specifying the aggregate nominal amount of Unsubordinated Notes outstanding and, in the case of Materialised Notes, a list of any Definitive Materialised Bearer Notes drawn for redemption but not surrendered.

(ii) **Deeply Subordinated Notes**

If a Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice in accordance with Condition 15 to the holders of Deeply Subordinated Notes (or such other notice period as may be specified in the relevant Final Terms)

redeem all, but not some only, of the Deeply Subordinated Notes on any Optional Redemption Date or on any date during any residual redemption period (the “**Residual Redemption Period**”, 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 Deeply Subordinated Notes shall be at their Optional Redemption Amount together with any accrued interest to, but excluding, the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon).

- (e) **Residual Maturity Call Option (for Unsubordinated Notes only):** If a Residual Maturity Call Option is specified in the relevant Final Terms, the Issuer may, on giving not less than 15 nor more than 30 days’ irrevocable notice in accordance with Condition 15 to the holders of Unsubordinated Notes redeem the Unsubordinated Notes (or such other notice period as may be specified in the relevant Final Terms), 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 “Call Option Date” (as specified in the Final Terms), which shall be no earlier than (i) three months before the Maturity Date in respect of Unsubordinated Notes having a maturity of not more than ten years or (ii) six months before the Maturity Date in respect of Unsubordinated Notes having a maturity of more than ten years, until the Maturity Date.

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

All Unsubordinated 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.

This Condition 6(e) is only applicable to Unsubordinated Notes.

- (f) **Clean-Up Call Option:** If a Clean-Up Call Option is specified in the relevant Final Terms and if 75 per cent. or any other percentage above as specified in the relevant Final Terms (the “**Clean-Up Percentage**”) 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 days’ notice to the Noteholders redeem the Notes, in whole but not in part, at their Clean-Up Redemption Amount (as specified in the relevant Final Terms) together with (x) in respect of Unsubordinated Notes, any interest accrued to the date set for redemption and (y) in respect of Deeply Subordinated Notes, any interest accrued to the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon).
- (g) **Redemption at the Option of Noteholders:** If a Put Option is specified in the relevant Final Terms, the Issuer shall, at the option of the holder of an Unsubordinated Note, upon the holder of an Unsubordinated Note 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 Unsubordinated Note on the Optional Redemption Date(s) at its Optional Redemption Amount, each as specified in the relevant Final Terms, together with interest accrued to the date fixed for redemption.

To exercise such option the holder of an Unsubordinated Note must deposit with a Paying Agent at its specified office during usual business hours a duly completed option exercise notice (the “**Exercise Notice**”) in the form obtained during usual business hours from any Paying Agent, within the notice period. In the case of Unsubordinated Notes which are Materialised Bearer Notes, the Exercise Notice shall have attached to it the relevant Unsubordinated Notes (together with all unmatured Receipts and Coupons and unexchanged Talons). In the case of Unsubordinated Notes which are Dematerialised Notes, the holder of an Unsubordinated Note shall transfer, or cause to be transferred, the Unsubordinated Notes which are Dematerialised Notes to be redeemed to the account of the Fiscal Agent or the Paying Agent with a specified office in Paris as specified in the Exercise Notice. No option so

exercised and, where applicable, no Unsubordinated Note so deposited or transferred, may be withdrawn without the prior consent of the Issuer.

- (h) **Redemption of Inflation Linked Notes (for Unsubordinated Notes only):** If so specified in the relevant Final Terms, the Final Redemption Amount in respect of Inflation Linked Notes will be determined by the Calculation Agent on the following basis:

Final Redemption Amount = IIR x nominal amount of the Unsubordinated Notes

“IIR” being for the purpose of this Condition 6(h) the ratio determined on the fifth Business Day before the Maturity Date between either (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index, on the Maturity Date and the Base Reference on the date specified in the relevant Final Terms.

If the Final Redemption Amount calculated as set out above is below par, the Unsubordinated Notes will be redeemed at par.

This Condition 6(h) is only applicable to Unsubordinated Notes.

- (i) **Early Redemption:**

(i) *Zero Coupon Notes (for Unsubordinated Notes only):*

- (A) The Early Redemption Amount payable in respect of any Zero Coupon Note, upon redemption of such Unsubordinated Note pursuant to Condition 6(j) or Condition 6(n) or upon it becoming due and payable as provided in Condition 9 shall be the Amortised Nominal Amount (calculated as provided below) of such Unsubordinated Note.
- (B) Subject to the provisions of sub-paragraph (C) below, the Amortised Nominal Amount of any such Unsubordinated Note shall be the scheduled Final Redemption Amount of such Unsubordinated 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 Unsubordinated 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 Unsubordinated Note upon its redemption pursuant to Condition 6(j) or Condition 6(n) 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 Unsubordinated Note shall be the Amortised Nominal Amount of such Unsubordinated 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 Unsubordinated Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(f).

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.

This Condition 6(i)(i) is only applicable to Unsubordinated Notes.

(ii) *Inflation Linked Notes (for Unsubordinated Notes only):*

- (A) If the relevant Final Terms provides that Condition 6(h) shall apply in respect of Inflation Linked Notes, the Early Redemption Amount upon redemption of such Unsubordinated Notes pursuant to Condition 6(j) or Condition 6(n) or upon it becoming due and payable as provided in Condition 9, the Put Amount, the Optional Redemption Amount in respect of such Unsubordinated Notes will be determined by the Calculation Agent on the following basis:

Early Redemption Amount/Put Amount = IIR x nominal amount of the Unsubordinated Notes

“IIR” being for the purposes of this Condition the ratio determined on the fifth Business Day before the date set for redemption between either (i) if the CPI is specified as the Index applicable in the Final Terms, the CPI Daily Inflation Reference Index or (ii) if the HICP is specified as the Index applicable in the Final Terms, the HICP Daily Inflation Reference Index on the date set for redemption and the Base Reference specified in the relevant Final Terms.

If the Early Redemption Amount calculated as set out above is below par, the Unsubordinated Notes will be redeemed at par.

- (B) If the Inflation Linked Notes (whether or not Condition 6(h) applies) fail to be redeemed for whatever reason before the Maturity Date, the Issuer will pay the Early Redemption Amount together with interest accrued to the date set for redemption. Such accrued interest will be calculated by the Calculation Agent in respect of the period from, and including the immediately preceding Interest Payment Date or, as the case may be, the Interest Commencement Date to, but excluding, the date set for redemption of such Unsubordinated Notes at a rate per annum on the basis of the provisions of Condition 5 (iv) above except that, for such purposes the relevant Interest Determination Date shall be the fifth Business Day prior to the relevant Early Redemption Date.

This Condition 6(i)(ii) is only applicable to Unsubordinated Notes.

- (iii) *Other Notes:* The Early Redemption Amount payable in respect of any Note (other than Unsubordinated Notes described paragraphs “Zero Coupon Notes” and “Inflation Linked Notes” above), upon redemption of such Note pursuant to Condition 6(j) or Condition 6(n), or upon it becoming due and payable as provided in Condition 9 shall be the Final Redemption Amount.

(j) **Redemption for Taxation Reasons:**

(i) Unsubordinated Notes

- (A) If, by reason of any change in, or any change in the official application or interpretation of, French law, becoming effective after the Issue Date, the Issuer [or, as the case may be, the Guarantor (in respect of the Guarantee)] would on the occasion of the next payment of principal or interest due in respect of the Unsubordinated Notes, or, if applicable, of the Coupons or Receipts, not be able to make such payment without having to pay additional amounts as specified under Condition 8 below, the Issuer may, at its option, on any Interest Payment Date or, if so specified in the relevant Final Terms, at any time, subject to having given not more than 45 nor less than 30 days’ notice to the holders of Unsubordinated Notes or, if applicable, to the holders of Coupons (the “**Couponholders**”) or to the holders of Receipts (the “**Receiptholders**”) (which notice shall be irrevocable), in accordance with

Condition 15, redeem all, but not some only, of the Unsubordinated 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 [or, as the case may be, the Guarantor] could make payment of principal and interest without withholding for such additional amounts.

- (B) If the Issuer [or, as the case may be, the Guarantor (in respect of the Guarantee)] would, on the next payment of principal or interest in respect of the Unsubordinated Notes, Coupons or Receipts, be prevented by French law from making payment to the holders of the Unsubordinated Notes or, if applicable, Couponholders or Receiptholders of the full amounts then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below, 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 holders of the Unsubordinated Notes or, if applicable, the Couponholders or the Receiptholders in accordance with Condition 15, redeem all, but not some only, of the Unsubordinated Notes then outstanding at their Early Redemption Amount (as described in Condition 6(i) above) together with any interest accrued to the date set for redemption on the latest practicable Interest Payment Date on which the Issuer [or the Guarantor, as the case may be,] could make payment of the full amount then due and payable in respect of the Unsubordinated Notes or, if applicable, Receipts or Coupons, or, if that date is passed, as soon as practicable thereafter.

(ii) Deeply Subordinated Notes

- (A) If Gross-Up Event Call Option is specified in the relevant Final Terms and if by reason of a change in French law or regulation, or any change in the official application or interpretation of such law or regulation, becoming effective after the Issue Date, the Issuer would on the occasion of the next payment due in respect of the Deeply Subordinated Notes, not be able to make such payment without having to pay additional amounts as specified in Condition 8 below (a “**Gross-Up Event**”), the Issuer may, at its option, at any time, subject to having given not more than 60 nor less than 20 days' prior notice to the holders of Deeply Subordinated Notes (which notice shall be irrevocable), in accordance with Condition 15, redeem all of the Deeply Subordinated Notes (but not some only) at their principal amount together with any accrued interest to, but excluding, the date set for redemption and any Arrears of Interest (including any Additional Interest Amounts thereon) provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable Interest Payment Date on which the Issuer could make payment of principal and interest without withholding for French taxes.
- (B) If Withholding Tax Event Call Option is specified in the relevant Final Terms and if the Issuer would on the occasion of the next payment in respect of the Deeply Subordinated Notes be prevented by French law or regulation from making payment to the holders of Deeply Subordinated Notes of the full amount then due and payable, notwithstanding the undertaking to pay additional amounts contained in Condition 8 below (a “**Withholding Tax Event**”), then the Issuer may, at its option, at any time, subject to having given not less than 7 days' prior notice to the holders of Deeply Subordinated Notes (which notice shall be irrevocable) in accordance with Condition 15, redeem all of the Deeply Subordinated Notes (but not some only) at their principal amount together with any accrued interest to, but excluding, the date set for redemption and any Arrears of Interest

(including any Additional Interest Amounts thereon) on the latest practicable date on which the Issuer could make payment of the full amount payable in respect of the Deeply Subordinated Notes without withholding or deduction for French taxes, or, if such date is passed, as soon as practicable thereafter.

- (C) If Tax Deductibility Event Call Option is specified in the relevant Final Terms and if 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 or regulation, becoming effective after the Issue Date, the tax regime of any payments under the Deeply Subordinated Notes is modified and such modification results in the part of the interest payable by the Issuer in respect of the Deeply Subordinated Notes that is tax-deductible being reduced (a “**Tax Deductibility Event**”), the Issuer may, at its option, at any time (subject to having given not more than 60 nor less than 20 days’ notice to the holders of Deeply Subordinated Notes (which notice shall be irrevocable) in accordance with Condition 15), redeem all of the Deeply Subordinated Notes (but not some only) at (i) the Tax Deductibility Event Early Redemption Price specified in the relevant Final Terms where such redemption occurs prior to the Tax Deductibility Event Cut-Off Date, or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after Tax Deductibility Event Cut-Off Date, provided that the effective date of redemption of which notice hereunder may be given shall be no earlier than the latest practicable date preceding the effective date on which the tax regime of interest payments under the Deeply Subordinated Notes is modified.

Prior to the giving of any such notice of redemption in this Condition 6(j)(ii), the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 15, to the holders of Deeply Subordinated Notes, a certificate signed by a duly authorised representative 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.

(k) **Redemption at the Option of Noteholders following a Change of Control:**

(i) Unsubordinated Notes – Change of Control Put Option

If a Change of Control Put Option is specified in the Final Terms, and if at any time while any Unsubordinated Note remains outstanding there occurs a Put Event, the holder of each Unsubordinated Note will have the option (the “**Change of Control Put Option**”) (unless, prior to the giving of the Put Event Notice (as defined below), the Issuer gives notice of its intention to redeem the Unsubordinated Notes under Condition 6(j)(i)) to require the Issuer to redeem or, at the Issuer’s option, to procure the purchase of that Unsubordinated Note on the Put Optional Redemption Date (as defined below) at the Put Amount (as defined below).

For the purposes of this Condition 6(k)(i):

A “**Put Event**” shall be deemed to have occurred at each time (i) a Change of Control occurs and (ii) within the Change of Control Period a Rating Downgrade occurs as a result, in whole or primarily, of that Change of Control or of a Potential Change of Control.

“**Put Agent**” means the relevant Paying Agent specified in the Put Event Notice.

“Put Amount” means in respect of any Note an amount equal to 100 per cent. of its principal amount together with (or, where purchased, together with an amount equal to) accrued interest to but excluding the Put Optional Redemption Date.

Within 3 Paris business days after receipt of a written official notice or after a public announcement issued by the relevant Rating Agency that a Put Event has occurred, the Issuer shall give notice (a **“Put Event Notice”**) to the Noteholders in accordance with Condition 15 specifying the nature of the Put Event and the procedure for exercising the Change of Control Put Option contained in this Condition 6(k)(i).

To exercise the Change of Control Put Option to require the redemption or, as the case may be, purchase of a Note under this Condition 6 the holder of that Note, in the case of Dematerialised Notes, must transfer or cause to be transferred by its Account Holder its Notes to be so redeemed or purchased to the account of, or, in the case of Materialised Notes, deposit or cause to deposit such Note (together, if applicable, with all unmatured Receipts and Coupons and unexchanged Talons) to the specified office of the Put Agent specified in the Put Event Notice for the account of the Issuer within the period of 45 days after the Put Event Notice is given (the **“Put Period”**), together with a duly signed and completed notice of exercise in the form (in the then current form) obtainable from the specified office of any Paying Agent (a **“Put Option Notice”**) and in which the holder may specify a bank account to which payment is to be made under this Condition 6.

A Put Option Notice once given shall be irrevocable. The Issuer shall redeem or, at the option of the Issuer, procure the purchase of the Notes in respect of which the Change of Control Put Option has been validly exercised as provided above, and subject to the transfer of such Notes to the account of the Put Agent for the account of the Issuer as described above, on the date which is the tenth business day following the end of the Put Period (the **“Put Optional Redemption Date”**). Payment in respect of any Note so transferred will be made in the relevant currency specified in the Final Terms to the holder to the bank account specified in the relevant Put Option Notice on the Put Optional Redemption Date via the relevant Account Holder.

For the purpose of this Condition 6(k)(i), any reference to Danone shall refer to Danone as Issuer and, in the event of substitution of the Issuer in accordance with Condition 16, to Danone as Guarantor.

(ii) Deeply Subordinated Notes – Change of Control Call Event

If a Change of Control Call Event (as defined below) occurs after the Issue Date, the Issuer may, at its option (a **“Change of Control Call Event Option”**), at any time, redeem or procure the purchase of all the Deeply Subordinated Notes (but not some only) at their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon).

Within 3 Paris business days after receipt of a written official notice or after a public announcement issued by the relevant Rating Agency that a Change of Control Call Event has occurred, the Issuer shall give notice (a **“Call Event Notice”**) to the holders of the Deeply Subordinated Notes in accordance with Condition 15 specifying the nature of the Change of Control Call Event, the circumstances giving rise to it and either the date on which redemption of the Deeply Subordinated Notes will take place or the Issuer’s election not to redeem the Deeply Subordinated Notes.

If the Issuer elects to redeem the Deeply Subordinated Notes, such redemption or purchase will take place not less than 15, nor more than 60 days after a Call Event Notice is given.

Further to the occurrence of a Change of Control Call Event described in this Condition 6(k)(ii), if the Change of Control Call Event Option has not been exercised by the Issuer, the interest payable on the Deeply Subordinated Notes will be increased by an additional margin specified in the relevant Final

Terms (the “**Change of Control Step Up Margin**”) from and including the date of the Call Event Notice to, but excluding, the redemption of the Deeply Subordinated Notes.

For the purposes of this Condition 6(k)(ii):

A “**Change of Control Call Event**” shall be deemed to have occurred at each time (i) a Change of Control occurs and (ii) within the Change of Control Period a Rating Downgrade occurs as a result, in whole or primarily, of that Change of Control or of a Potential Change of Control.

(iii) *Definitions*

A “**Change of Control**” shall be deemed to have occurred at each time (whether or not approved by Danone) that any Relevant Person(s), at any time following the Issue Date of the Notes, acquire(s) Control of Danone unless all or substantially all of the shareholders of the Relevant Person (the “**Relevant Shareholders**”) are, or immediately prior to the event which would otherwise have constituted a Change of Control were, the shareholders of Danone with the Relevant Person holding the same (or substantially the same) pro rata interest in the share capital of Danone as the Relevant Shareholders have, or as the case may be, had in the share capital of Danone and the Relevant Shareholders holding all or substantially all of the share capital and voting rights of the Relevant Person.

“**Relevant Person**” means any person or persons acting in concert (as defined in Article L.233-10 and L.233-10-1 of the French *Code de commerce*) or any person or persons acting on behalf of any such person(s).

“**Control of Danone**” means the holding or acquisition, directly or indirectly, by any Relevant Person of such number of shares in the capital of Danone carrying more than 50 per cent. of the total voting rights normally exercisable at an ordinary or extraordinary shareholders’ general meeting of Danone.

A “**Rating Downgrade**” shall be deemed to have occurred in respect of a Change of Control or of a Potential Change of Control if:

- (i) within the Change of Control Period:
 - (A) the investment grade credit rating (Baa3/BBB-, or equivalent, or better) previously assigned to the Notes by any Rating Agency is (x) either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and (y) is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to an investment grade credit rating by such Rating Agency; or
 - (B) the non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) assigned to the Notes by any Rating Agency is (x) downgraded by one or more notches (for illustration, Ba1/BB+ to Ba2/BB being one notch) or withdrawn and (y) is not within the Change of Control Period subsequently (in the case of a downgrade) upgraded or (in the case of a withdrawal) reinstated to its earlier credit rating or better by such Rating Agency; or
 - (C) the Notes have no credit rating, and no Rating Agency assigns within the Change of Control Period an investment grade credit rating to the Notes, unless Danone has a credit rating, in which case paragraphs (A) and (B), as the case may be, shall apply to the credit rating assigned to Danone by any Rating Agency; and
- (ii) in making the relevant decision(s) referred to (A) and (B) above, the relevant Rating Agency announces publicly or confirms in writing to Danone, that such decision(s) resulted, in whole or primarily, from the occurrence of the Change of Control or from the occurrence of the Potential

Change of Control, provided that if the rating designations employed by any Rating Agency are changed from those in force at the time of the Issue Date, Danone shall determine the rating designations of such Rating Agency as are most equivalent to the prior rating designations of such Rating Agency and this Condition 6 shall be read accordingly. In case of Unsubordinated Notes only, when a substitution of the Issuer in accordance with Condition 16 has occurred, the written confirmation from the relevant Rating Agency shall be promptly notified to the Issuer by Danone.

“Rating Agencies” means S&P Global Ratings Europe Limited, and/or Moody’s Italia S.r.l. and their respective successors or affiliates and/or any other rating agency of equivalent international standing specified from time to time by Danone which has a current rating of the Notes at any relevant time or, in the event mentioned in paragraph (i) (C) of the above definition of “Rating Downgrade”, by Danone (each a **“Rating Agency”**).

“Change of Control Period” means:

- (i) the period starting the earlier of (x) the date of the first public announcement of the result (*avis de résultat*) by the AMF (or any other competent authority) of the relevant Change of Control or (y) the date of the first public announcement by Danone of the relevant Change of Control; in each case (x) and (y), ending on the date which is 120 days thereafter (inclusive); or
- (ii) the period commencing 180 days prior to the date of the first public announcement of the result (*avis de résultat*) by the AMF (or any other competent authority) of the relevant Change of Control and ending on the date of such announcement (inclusive).

“Potential Change of Control” means any public announcement or statement by Danone, any actual or potential bidder relating to any potential Change of Control of Danone.

(l) **Redemption following an Accounting Event (for Deeply Subordinated Notes only)**

If Accounting Event Call Option is specified in the relevant Final Terms and an Accounting Event shall occur on or after the Issue Date, the Issuer may, at its option, redeem all, but not some only, of the Deeply Subordinated Notes on any day from the Accounting Event Adoption Date, subject to the Issuer having given to the holders of Deeply Subordinated Notes not less than 15, or more than 60 days’ prior notice (which notice shall be irrevocable) in accordance with Condition 15, at (i) the Accounting Event Early Redemption Price specified in the relevant Final Terms where such redemption occurs prior to the Accounting Event Cut-Off Date specified in the relevant Final Terms, or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the Accounting Event Cut-Off Date.

Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 15, to the holders of Deeply Subordinated Notes, (i) a certificate signed by a duly authorised representative 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 “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 accounting principles (or the application thereof) which have been officially adopted after the Issue Date (such date, the **“Accounting Event Adoption Date”**), the Deeply Subordinated Notes may not or may no longer be recorded as “equity” in full in the audited annual or the semi-annual consolidated financial statements of the Issuer pursuant to the International Financial Reporting Standards (**“IFRS”**) or any other

accounting standards that may replace IFRS. 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 Deeply Subordinated Notes as a result of the occurrence of an Accounting Event shall start on the Accounting Event Adoption Date. For the avoidance of doubt such period shall include any transitional period between the Accounting Event Adoption Date and the date on which it comes into effect.

(m) **Redemption following a Capital Event (for Deeply Subordinated Notes only)**

If Capital Event Call Option is specified in the relevant Final Terms and an a Capital Event shall occur on or after the Issue Date, then the Issuer may, at its option, subject to having given not less than 15 nor more than 60 days' notice to the Fiscal Agent and, in accordance with Condition 15, to the holders of Subordinated Notes (which notice shall be irrevocable), redeem all, but not some only, of the Deeply Subordinated Notes at any time, at (i) the Capital Event Early Redemption Price specified in the relevant Final Terms where such redemption occurs prior to the Capital Event Cut-Off Date specified in the relevant Final Terms, or (ii) their principal amount together with any accrued interest and any Arrears of Interest (including any Additional Interest Amounts thereon) where such redemption occurs on or after the Capital Event Cut-Off Date, provided that the due date for redemption of which notice hereunder may be given shall be no earlier than the latest practicable date before the date on which all or any of the Deeply Subordinated Notes will no longer be eligible for the same or higher category of "equity credit".

Prior to the giving of any such notice of redemption, the Issuer shall deliver or procure that there is delivered to the Fiscal Agent and, in accordance with Condition 15, to the holders of Subordinated Notes, (i) a certificate signed by a duly authorised representative 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 "Capital Event".

"Capital 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 (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) of such Rating Agency or the application thereof, effective after the Issue Date (or effective after the date when the "equity credit" is assigned for the first time, as applicable), which amendment, clarification or change or the application thereof results in (a) a lower equity credit for the Deeply Subordinated Notes than the then respective "equity credit" assigned on the Issue Date, or if "equity credit" is not assigned on the Issue Date, at the date when the "equity credit" is assigned for the first time or (b) the period of time during which the relevant Rating Agency has assigned to all or any of Deeply Subordinated Notes a particular level of "equity credit" being shortened as compared to the period of time for which such Rating Agency did assign to the Deeply Subordinated Notes that level of "equity credit" on the Issue Date, or if such "equity credit" was not assigned on the Issue Date, at the date when the "equity credit" was assigned for the first time.

- (n) **Purchases:** The Issuer shall have the right at all times to purchase Notes (provided that, in the case of Materialised Notes, all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price, subject to the applicable laws and regulations. Unless the possibility of holding and reselling is expressly excluded in the Final Terms, all Notes so purchased by the Issuer may be held and resold in accordance with applicable laws and regulations.

- (o) **Cancellation:** All Notes purchased for cancellation by or on behalf of the Issuer will forthwith 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 the Materialised Bearer Notes in question together with all unmatured Receipts and Coupons and all unexchanged Talons to the Fiscal Agent and, in each case, if so transferred or surrendered, will, 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 Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so cancelled or, where applicable, transferred or surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.
- (p) **Illegality:** If, by reason of any change in French law or any change in the official application of such law, becoming effective after the Issue Date, it will become unlawful (i) for the Issuer to perform or comply with one or more of its obligations under the Unsubordinated Notes [or (ii) for the Guarantor to perform and comply with one or more of its obligations under the Guarantee], the Issuer will, subject to having given not more than 45 nor less than 30 days' notice to the holders of the Unsubordinated Notes (which notice shall be irrevocable), in accordance with Condition 15, redeem all, but not some only, of the Unsubordinated 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 be made (i) (in the case of Dematerialised Notes in bearer form or administered registered form) by transfer to the account denominated in the relevant currency of the relevant Account Holders for the benefit of the relevant Noteholder and (ii) (in the case of Dematerialised Notes in fully registered form), to an account denominated in the relevant currency with a Bank designated by the relevant Noteholder. All payments validly made to such Account Holders will constitute 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 relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and provided that the Receipt is presented for payment together with its relative Note), Materialised Bearer Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f)(vi)) or Coupons (in the case of interest, save as specified in Condition 7(f)(vi)), as the case may be, (i) in the case of a currency other than Renminbi, 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 and (ii) in the case of Renminbi, by transfer to a Renminbi account maintained by or on behalf of holder of Unsubordinated Notes with a Bank.

“**Bank**” means a bank in the principal financial centre for such currency or, in the case of Renminbi in Hong Kong, and, in the case of euro, in a city in which banks have access to the TARGET System.

This Condition 7(b) is not applicable to Deeply Subordinated Notes.

- (c) **Payments in the United States:** Notwithstanding the foregoing, if any Materialised Bearer Notes are denominated in US 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 Unsubordinated Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer [or the Guarantor, if payment is being made under the Guarantee].

This Condition 7(c) is not applicable to Deeply Subordinated Notes.

- (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. No commission or expenses shall be charged to the Noteholders, Couponholders or Receiptholders in respect of such payments.
- (e) **Appointment of Agents:** The Fiscal Agent, the Paying Agents, the Calculation Agent, the Redenomination Agent and the Consolidation Agent initially appointed under the Agency Agreement and their respective specified offices are listed below. The Fiscal Agent, the Paying Agents, the Redenomination Agent, the Registration Agent, the Make-Whole Calculation Agent and the Consolidation Agent act solely as agents of the Issuer and the Calculation Agent(s) act(s) as independent experts(s) and, in each case such, do not assume any obligation or relationship of agency for any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Redenomination Agent, the Registration Agent, the Consolidation Agent, the Make-Whole Calculation Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) a Make-Whole Calculation Agent, (iv) a Redenomination Agent and a Consolidation Agent where the Conditions so require, (v) Paying Agents having specified offices in at least two major European cities, (vi) in the case of Dematerialised Notes, in fully registered form, a Registration Agent and (vii) such other agents as may be required by the rules of any other Regulated Market on which the Notes may be listed and admitted to trading.

In addition, the Issuer [or the Guarantor, if payment is being made under the Guarantee] shall forthwith appoint a Paying Agent in New York City in respect of any Materialised Bearer Notes denominated in US Dollars in the circumstances described in paragraph (c) above.

On a redenomination of the Notes of any Series pursuant to Condition 1(d) with a view to consolidating such Notes with one or more other Series of Notes, in accordance with Condition 14, 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.

- (f) **Unmatured Coupons and Receipts and unexchanged Talons:**
 - (i) Upon the due date for redemption of Materialised Bearer Notes which comprise Fixed Rate Notes (other than Inflation Linked Notes), those Unsubordinated Notes should be surrendered for payment together with all unmaturing Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmaturing Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmaturing 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 or Optional 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) provided that, if any Materialised Bearer Note should be issued with a maturity date and an Interest Rate or Rates such that, on the presentation for payment of any such Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required to be deducted in respect of such unmatured Coupons would be greater than the relevant Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the foregoing provisions in respect of such Coupons as have not so become void, the amount required by this paragraph to be deducted would not be greater than the relevant Redemption Amount otherwise due for payment. Where the application of the foregoing provisions requires some but not all of the unmatured Coupons relating to a Materialised Bearer Note to become void and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

- (ii) Upon the due date for redemption of any Materialised Bearer Note comprising a Floating Rate Notes, Inflation Linked Note, unmatured Coupons relating to such Unsubordinated 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) Upon the due date for redemption of any Materialised Bearer Note that is redeemable in instalments, all Receipts relating to such Materialised Bearer Note having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Materialised Bearer Note that provides that the relative unmatured Coupons are to become void upon the due date for redemption of those Unsubordinated Notes is presented for redemption without all unmatured Coupons, and where any such Unsubordinated 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 [and the Guarantor, as the case may be,] may require.
- (vi) 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.

This Condition 7(f) is not applicable to Deeply Subordinated 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). This Condition 7(g) is not applicable to Deeply Subordinated Notes.

- (h) **Non-Business Days:** If any date for payment in respect of any Note, Receipt or 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, (B) on which banks and foreign exchange markets are open for business in such jurisdictions as shall be specified as “Financial Centres” in the relevant Final Terms and (C) (i) in the case of a payment in a currency other than euro and Renminbi, 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, or (iii) in the case of a payment in Renminbi, on which banks and foreign exchange markets are open for business and settlement of Renminbi payment in Hong Kong.
- (i) **Payment of US Dollar Equivalent:** Notwithstanding any other provision in these Conditions, if an Inconvertibility, Non-Transferability or Illiquidity occurs or if Renminbi is otherwise not available to the Issuer as a result of circumstances beyond its control and such unavailability has been confirmed by a Renminbi Dealer, following which the Issuer is unable to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes, the Issuer on giving not less than five nor more than 30 calendar day irrevocable notice to the holders of RMB Notes prior to the due date for payment, may settle any such payment (in whole or in part) in US Dollars on the due date at the US Dollar Equivalent of any such Renminbi denominated amount.

In such event, payments of the US Dollar Equivalent of the relevant principal or interest in respect of the RMB Notes shall be made by transfer to the US Dollar account of the relevant Account Holders for the benefit of the holders of RMB Notes. For the avoidance of doubt, no such payment of the US Dollar Equivalent shall by itself constitute a default in payment within the meaning of Condition 9.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 7 (i) by the RMB Rate Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Agents and all holders of RMB Notes.

For the purposes of this Condition 7:

“**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 or any other relevant jurisdiction of a Renminbi offshore market.

“**Illiquidity**” means that the general Renminbi exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers.

“**Inconvertibility**” means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB Notes in the general Renminbi exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market, 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 is enacted after the Issue Date 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 or any other relevant jurisdiction of a Renminbi offshore market to an account outside Hong Kong or any other relevant jurisdiction of a Renminbi offshore market or from an account outside Hong Kong or any other relevant jurisdiction of a Renminbi offshore market to an account inside Hong Kong (including where the Renminbi clearing and settlement system for participating banks in Hong Kong is disrupted or suspended), 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 is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market reasonably selected by the Issuer.

“RMB Note” means a Unsubordinated Note denominated in Renminbi.

“RMB Rate Calculation Agent” means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Final Terms.

“RMB Rate Calculation Business Day” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market and in New York City.

“RMB Rate Calculation Date” means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under the Conditions.

“RMB Spot Rate” for a RMB Rate Calculation Date means the spot RMB/US Dollar exchange rate for the purchase of US Dollars with RMB in the over-the-counter RMB exchange market in Hong Kong or any other relevant jurisdiction of a Renminbi offshore market for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at the Relevant Time as specified in the relevant Final Terms on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCN3 or if no such rate is available, on a non-deliverable basis by reference to Reuters Screen Page TRADNDF. If neither such rate is available, the RMB Rate Calculation Agent will determine the RMB Spot Rate at the Relevant Time as specified in the relevant Final Terms on the RMB Rate Calculation Date as the most recently available RMB/US Dollar official fixing rate for settlement on the relevant due date for payment reported by The State Administration of Foreign Exchange of the PRC, which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter 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.

“US Dollar Equivalent” means the relevant Renminbi amount converted into US Dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

This Condition 7(i) is only applicable to Unsubordinated Notes.

8 Taxation

- (a) **Tax exemption for Notes:** All payments of principal, interest and other revenues by or on behalf of the Issuer in respect of the Notes, Receipts or Coupons [or payments under the Guarantee] 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 in respect of any Note, Receipt or Coupon [or payments under the Guarantee] be subject to deduction or withholding in respect of 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, the Issuer will [or, as the case may be, the Guarantor in the case of payments under the Guarantee], to the fullest extent then permitted by law, pay such additional amounts as shall result in receipt by the Noteholders or, if applicable, the Receiptholders and 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, Receipt 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 Receiptholder or Couponholder, as the case may be, who is liable to such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with the Republic of France other than the mere holding of the Note, Receipt 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, the Receiptholder or 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) **Excess interest paid to a shareholder of the Issuer:** to, or to a third party of, a Noteholder or, if applicable, a Receiptholder or a Couponholder, as the case may be, who is liable to such taxes in respect of such Notes, Receipt or Coupon solely by reason of (x) his being a shareholder of the Issuer and (y) the payment of interest being made to him at a rate in excess of the limit set forth in the French *Code général des impôts* (Article 39, 1, 3°) for the deduction of interest paid to shareholders of a borrowing company; or
 - (iv) **Non-cooperative State or territory:** if the Notes do not benefit from any exception³ provided in the *Bulletins officiels des Finances Publiques-Impôts*, BOI – RPPM – RCM – 30-10-20-40-dated 20 December 2019, BOI – IR – DOMIC – 10-20-20-60 dated 20 December 2019 and BOI-INT-DG-20-50-20 dated 6 June 2023 and BOI-INT-DG-20-50-30 dated 14 June 2022 of the French tax authorities and when such withholding or deduction is required to be made by reason of that interest, Receipt or Coupon being (x) paid to a bank account opened in a financial institution

³ The Notes benefit from the exceptions provided by the *Bulletins officiels des Finances Publiques-Impôts* when:

- (i) the Notes are offered by means of a public offer within the meaning of Article L.411-1 of the French *Code monétaire et financier* or pursuant to an equivalent offer in a State other than in a non-cooperative State. For this purpose, an “**equivalent offer**” means any offer requiring the registration or submission of an offer document by or with a foreign securities market authority; or
- (ii) the Notes are admitted to trading on a regulated market or on a French or foreign multilateral securities trading system provided that such market or system is not located in a non-cooperative State, and the operation of such market is carried out by a market operator or an investment services provider, or by such other similar foreign entity, provided further that such market operator, investment services provider or entity is not located in a non-cooperative State; or
- (iii) the Notes are admitted, at the time of their issue, to the operations of a central depository or of a securities payment and delivery system operator within the meaning of Article L.561-2 of the French *Code monétaire et financier*, or of one or more similar foreign depositaries or operators provided that such depository or operator is not located in a non-cooperative State.

established 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* pursuant to Articles 125 A III, 119 bis 2 and 238 A of the same code.

Notwithstanding any other provision of the Conditions, all payments of principal, interest and other revenues by or on behalf of the Issuer [or payments under the Guarantee] in respect of the Notes, Receipts, Coupons or Talons shall be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**U.S. Internal Revenue Code**”), or otherwise imposed pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer or the Guarantor nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used in these Conditions, “**Relevant Date**” in respect of any Note, Receipt or Coupon means the date on which payment in respect of it first becomes due 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, Receipt 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 Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Nominal Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 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 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.

- (c) **Supply of information:** Each Noteholder shall be responsible for supplying to the relevant Paying Agent, in a timely manner, any information as may be required in order to comply with the identification and reporting obligations imposed on it by Article 242 *ter* of the French *Code général des impôts*.

9 Events of Default

(a) Unsubordinated Notes

The Representative (as defined under Condition 11(a)), upon request of any holder of Unsubordinated Notes, may, upon written notice to the Issuer and the Fiscal Agent given before all defaults shall have been cured, cause the principal amount of all the Unsubordinated Notes (but not some only), held by such holder of Unsubordinated Notes, to become immediately due and payable at their principal amount, together with 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 defaults in any payment when due of principal or interest on any Unsubordinated Note [or the Guarantor defaults in any payment when due under the Guarantee] (including the payment of any additional amounts pursuant to the provisions set forth under “Taxation” above) if such default shall not have been cured within 15 days; or

- (ii) there is a default by the Issuer [or the Guarantor, as the case may be,] in the due performance of any other material provision of the Unsubordinated Notes [or the Guarantee, as the case may be,] and such default shall not have been cured within 30 days after receipt by the Fiscal Agent of written notice of default given by the Representative upon request of the holder of Unsubordinated Notes; or
- (iii) any other present or future financial indebtedness of the Issuer [or the Guarantor] or any Principal Subsidiary for or in respect of monies borrowed equal or in excess of €150,000,000 (or its equivalent in any other currency), becomes due and payable prior to its stated maturity as a result of a default thereunder, or any such financial indebtedness shall not be paid when due and payable or, as the case may be, within any applicable grace period under the relevant contract in force prior to the date on which that financial indebtedness fell due or any guarantee or indemnity in excess of such aforesaid amount given by the Issuer [or the Guarantor] or any Principal Subsidiary for, or in respect of, any such financial indebtedness of others shall not be honoured when due and called upon, or, as the case may be, within any applicable grace period unless the Issuer [or the Guarantor] or such Principal Subsidiary, as the case may be, has disputed in good faith that such borrowed money is due or such guarantee is callable, and such dispute has been submitted to a competent court in which case such event shall not constitute, an Event of Default hereunder so long as the dispute shall not have been finally adjudicated; this Condition 9(iii) shall not apply (a) when it relates to any financial indebtedness owed by a Principal Subsidiary to a member of the Group and (b) if the failure to pay is caused by an error or omission or impediment of an administrative, operational, legal or regulatory nature, and the funds were otherwise available to such Principal Subsidiary to enable it to make the relevant payment when due; or
- (iv) a judgment is issued for the judicial liquidation (*liquidation judiciaire*) or for a judicial transfer of the whole of the business (*cession totale de l'entreprise*) of Danone or any Principal Subsidiary or, Danone is wound up or dissolved except in connection with a merger, provided that the entity resulting from such merger assumes the obligations under each Unsubordinated Note [or Guarantee]; or
- (v) [the Guarantee is not (or is claimed by the Guarantor not to be) in full force and effect.]

“**Principal Subsidiary**” shall have the meaning given to it in Condition 4.

“**Group**” means the Issuer and its subsidiaries taken as a whole.

(b) **Deeply Subordinated Notes**

There are no events of default in respect of the Deeply Subordinated Notes. There is no cross default under the Deeply Subordinated Notes.

However, each Deeply Subordinated Note shall become immediately due and payable at its principal amount, together with accrued interest thereon, if any, to the date of payment and any Arrears of Interest (including any Additional Interest Amounts thereon), in the event that a judgment is 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 in the event of the voluntary dissolution of the Issuer, or if the Issuer is liquidated for any other reason (in all the cases above, other than pursuant to a consolidation, amalgamation or merger or other reorganisation outside the context of an insolvency whereby the surviving entity assumes all obligations of the Issuer under the Deeply Subordinated Notes). 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 holders of Deeply Subordinated Notes have been paid by the Issuer.

10 Prescription

Claims against the Issuer for payment in respect of the Notes, Receipts 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 principal and interest) from the appropriate Relevant Date in respect of them.

11 Representation of Noteholders

In respect of the representation of the Noteholders, the following shall apply:

(a) *Masse*

The Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *masse* (in each case, the “**Masse**”) which will be subject to the below provisions of this Condition 11(a).

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, L.228-65 I, 1°, 3° and 6°, the second sentence of Article L.228-65 II, R.228-61, R.228-63 and R.228-69 subject to the following provisions:

- (i) **Legal Personality:** The Masse will be a separate legal entity and will act in part through a representative (the “**Representative**”) and in part through a General Meeting or a Written Resolution.

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

- (ii) **Representative of the Masse:** The names and addresses of the initial Representative of the Masse and/or its alternate will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all Tranches in such Series.

The office of Representative may be conferred on a person of any nationality. However, the following persons may not be chosen as Representatives:

- the Issuer, the members of its Board of Directors (*Conseil d'administration*), its general managers (*directeurs généraux*), its statutory auditors, or its employees as well as their ascendants, descendants and spouses; or
- companies guaranteeing all or part of the obligations of the Issuer, their respective managers (*gérants*), general managers (*directeurs généraux*), members of their Board of Directors, their statutory auditors
- , or employees as well as their ascendants, descendants and spouses; or
- companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or
- persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, retirement, dissolution or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death,

retirement, dissolution or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the names and addresses of the initial Representative and/or the alternate Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

- (iii) **Powers of the Representative:** The Representative shall (in the absence of any decision to the contrary of the General Meeting) have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

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

The Representative may not interfere in the management of the affairs of the Issuer.

- (iv) **General Meeting:** A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-thirtieth of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such demand, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, time, place and agenda of any General Meeting will be published as provided under Condition 15 not less than 15 days prior to the date of such General Meeting on first convocation, and 5 days on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy, correspondence, or, videoconference or any other means of telecommunications allowing the identification of the participating Noteholders as provided *mutatis mutandis* by Article R.225-97 of the French *Code de commerce*. Each Note carries the right to one vote or, in the case of Notes issued with more than one Specified Denomination, one vote in respect of each multiple of the lowest Specified Denomination comprised in the principal amount of the Specified Denomination of such Note.

- (v) **Powers of the General Meetings:** The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and also may act with respect to any other matter that relates to the common rights, actions and benefits which now or in the future may accrue with respect to the Notes, including authorising the Representative to act at law as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase the liabilities (*charges*) of the Noteholders, nor establish any unequal treatment between the Noteholders, nor to decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least one fifth of the principal amount of the Notes then outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a simple majority of votes cast by Noteholders attending such General Meetings or represented

thereat. The votes cast do not include those attached to the Notes for which the Noteholder did not take part in the vote, abstained or voted blank or invalid.

In accordance with Article R.228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in General Meetings will be evidenced by the entries in the books of the relevant Account Holder of the name of such Noteholder as of 00:00, Paris time on the second business day in Paris preceding the date set for the meeting of the relevant General Meeting.

Decisions of General Meetings and Written Resolutions once approved must be published in accordance with the provisions set forth in Condition 15.

- (vi) **Written Resolutions:** Pursuant to Article L.228-46-1 of the French *Code de commerce*, but in respect of any Series of Dematerialised Notes only, the Issuer shall be entitled in lieu of the holding of a General Meeting to seek approval of a resolution from the Noteholders by way of a resolution in writing (a “**Written Resolution**”). Subject to the following sentence a Written Resolution may be contained in one document or in several documents in like form, each signed by or on behalf of one or more of the Noteholders. Pursuant to Articles L.228-46-1 and R.225-97 of the French *Code de commerce* approval of a Written Resolution may also be given by way of electronic communication allowing the identification of Noteholders (“**Electronic Consent**”).

Notice seeking the approval of a Written Resolution (including by way of Electronic Consent) will be published as provided under Condition 15(e) not less than 15 days prior to the date fixed for the passing of such Written Resolution (the “**Written Resolution Date**”). Notices seeking the approval of a Written Resolution will contain the conditions of form and time-limits to be complied with by the Noteholders who wish to express their approval or rejection of such proposed Written Resolution. Noteholders expressing their approval or rejection before the Written Resolution Date will undertake not to dispose of their Notes until after the Written Resolution Date.

A Written Resolution will be deemed to have been approved if (i) Noteholders expressing their approval or rejection of such proposed Written Resolution hold at least one fifth of the principal amount of the Notes then outstanding and (ii) Noteholders expressing their approval hold at least 66.6 per cent. of such quorum.

- (vii) **Exclusion of certain provisions of the French *Code de commerce*:** The provisions of Articles L.228-48, L.228-59 and L.228-65 I. 1°, 3°, 6° of the French *Code de commerce* (respectively providing for a prior approval by the General Meeting of the Noteholders of (i) any change in corporate purpose or form of the Issuer, (ii) any proposal to merge or demerge the Issuer in the cases referred to in Articles L.236-14 and L.236-23 of the French *Code de commerce* or (iii) any proposal to transfer the registered office of a *societas europaea* to another Member State of the European Union), the second sentence of Article L.228-65 II, R.228-61, R.228-63, R.228-69, L.236-14, L.236-23, R.236-14 and L.229-2 of the French *Code de commerce* and the related provisions of the French *Code de commerce* shall not apply to the Notes.
- (g) **Information to Noteholders:** Each Noteholder or Representative thereof will have the right, during the 15-day period preceding the holding of each General Meeting and Written Resolution Date, and, in the case of an adjourned General Meeting, 5-day period preceding the holding of such adjourned General Meeting, to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be prepared in connection with such resolutions, all of which will be available for inspection by the relevant Noteholders at the registered office of the Issuer, at the specified offices of any of the Paying Agents during usual business hours and at any other place specified in the notice of the General Meeting or Written Resolution.

- (h) **Expenses:** The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of General Meetings and seeking of a Written Resolution and, more generally, all administrative expenses resolved upon by the General Meeting or in writing by the Noteholders, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.
- (i) **Single Masse:** The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of such first mentioned Series in accordance with Condition 14, 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 Representative of the single Masse of all such Series.
- (j) **One Noteholder:** If and for so long as the Notes of any Series are held by a single 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 Condition 11. The Issuer shall hold a register of the decisions taken by the sole Noteholder and shall make them available, upon request, to any subsequent holder of any of the Notes of such Series.
- (k) **Benchmark Discontinuation:** By subscribing the Notes and solely in the context of a Mid-Swap Benchmark Event or a Benchmark Event which leads to the application of a Mid-Swap Benchmark Amendments or a Benchmark Amendments, each Noteholder shall be deemed to have agreed and approved any Mid-Swap Benchmark Amendments or any Benchmark Amendments or such other necessary changes pursuant to Condition 5(b)(ii)(C) and Condition 5(c)(iii)(C), respectively.

For the avoidance of doubt, in this Condition 11, the term “**outstanding**” shall not include those Notes subscribed or purchased by the Issuer in accordance with applicable laws and regulations that are held by it and not cancelled.

12 Modifications

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, Receipts, Coupons and Talons

If, in the case of any Materialised Bearer Notes, a Definitive Materialised Bearer Note, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange 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, Receipt, 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, Receipts, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Materialised Bearer Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues and Consolidation

- (a) **Further Issues:** The Issuer may, without the consent of the Noteholders, Receiptholders or Couponholders create and issue further Notes to be assimilated (*assimilables*) 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 specified in the relevant Final Terms) and that the terms of such Notes provide for such assimilation and references in these Conditions to “Notes” shall be construed accordingly.

- (b) **Consolidation:** The Issuer, with the prior approval of the Consolidation Agent, may 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, without the consent of the Noteholders, Receiptholders 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 a Sunday) after the mailing, or, (ii) at the option of the Issuer, they are published (a) so long as such Notes are listed on Euronext Paris, (x) in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*), or (y) in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (z) in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and, (b) so long as such Notes are listed and admitted to trading on any stock exchange and the rules of such stock exchange(s) so require, (x) in a leading daily newspaper with general circulation in the city/ies where the stock exchange(s) on which such Notes are listed and admitted to trading is located, and (y) on the website of any other competent authority or Regulated Market where the Notes are listed and admitted to trading.
- (b) Notices to the holders of Materialised Bearer Notes and Dematerialised Notes in bearer form (*au porteur*) shall be valid if published (i) so long as such Notes are listed and admitted to trading on Euronext Paris, (a) in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*), or (b) in a leading daily newspaper of general circulation in Europe (which is expected to be the *Financial Times*) or (c) in accordance with Articles 221-3 and 221-4 of the General Regulations (*Règlement Général*) of the AMF and, (ii) so long as such Notes are listed and admitted to trading on any other stock exchange and the rules of such stock exchange(s) require, (a) in a leading daily newspaper with general circulation in the city/ies where the stock exchange(s) on which such Notes are listed and admitted to trading is located or (b) on the website of any other competent authority or Regulated Market where the Notes are listed and admitted to trading.
- (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 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 of a notice required by Conditions 15(a) and (b) above; except that so long as such Notes are listed and admitted to trading on a Regulated Market or other stock exchange and the rules of such Regulated Market(s) or other stock exchange so require, notices shall also be published in a leading daily newspaper of general circulation in the city/ies where the Regulated Market(s) or other stock exchange on which such Notes are listed and admitted to trading is located.

- (e) Notices relating to the convocation, decision(s) of the General Meetings and Written Resolutions pursuant to Condition 11, to any decision taken by the Issuer following a General Meeting or a Written Resolution shall be published on the website of the Issuer and, (i) in respect of Dematerialised Notes in bearer form (*au porteur*), 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, (ii) 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 on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing and (iii) in respect of Materialised Bearer Notes, in accordance with Condition 15 (b) above. Condition 15 (c) is also applicable to such notices, if any such publication under Condition 15 (b) is not practicable.

16 Substitution of the Issuer (for Unsubordinated Notes only)

By subscribing the Unsubordinated Notes, each holder of Unsubordinated Notes have agreed and approved, that, subject to the provisions of this Condition 16, Danone may be replaced and may be substituted by any of its Subsidiaries as principal debtor in respect of the Unsubordinated Notes, without further consent from the holders of Unsubordinated Notes pursuant to Condition 11, provided that no payment in respect of the Unsubordinated Notes is at the relevant time overdue. If Danone determines that any of its Subsidiaries will become the principal debtor (in such capacity, the “**Substituted Issuer**”), Danone shall give no less than 30 nor more than 45 days’ notice to the holders of Unsubordinated Notes of each Note then outstanding of such event and, immediately on the expiry of such notice, the Substituted Issuer shall become the principal debtor in respect of the Unsubordinated Notes in place of Danone and holders of Unsubordinated Notes shall thereupon cease to have any rights or claims whatsoever against Danone as principal debtor. However, no such substitution shall take effect:

- (i) if the effect of such substitution would, at the time of such substitution, be that payments in respect of any Unsubordinated Note would be required to be made subject to any withholding or deduction which would not otherwise arise in the absence of such substitution;
- (ii) until Danone has entered into an unconditional and irrevocable guarantee, which is substantially in the form of the Pro-Forma Guarantee, in respect of the obligations of such Substituted Issuer under the Unsubordinated Notes (the “**Guarantee**”);
- (iii) in any case, until the Substituted Issuer shall have provided to the Fiscal Agent and the Paying Agents such documents as may be necessary to make each Unsubordinated Note and the Agency Agreement legal, valid, binding and enforceable obligations;
- (iv) if the effect of such substitution would, at the time of such substitution, be that the relevant Unsubordinated Notes cease to be listed and admitted to trading on the relevant Regulated Market where they are initially or before the substitution admitted for trading;
- (v) until a supplement to the Base Prospectus, or as the case may be a new base prospectus is published to provide the information on the Substituted Issuer required under the Prospectus Regulation;

- (vi) until such Substituted Issuer is validly incorporated under the laws of its jurisdiction of incorporation and have obtained all authorisations and approval necessary for the substitution and the fulfilment of the obligations arising under the Unsubordinated Notes;
- (vii) if such substitution would have a material adverse impact on the interests of the holders of Unsubordinated Notes.

In the event of such substitution, any reference in the Conditions (with the exception of Condition 6(k)) to Danone shall from then on be deemed to refer to the Substituted Issuer and any reference in the Conditions to the Republic of France shall from then on be deemed to refer to the country of incorporation of the Substituted Issuer.

For the purposes of this Condition:

“**Subsidiary**” means, in relation to any person or entity at any time, a “*filiale*” as defined in Article L.233-1 of the French *Code de commerce* (modified or re-enacted from time to time) or any other person or entity controlled directly or indirectly by such person or entity within the meaning of Article L.233-3 of the French *Code de commerce*.

This Condition 16 is only applicable to Unsubordinated Notes.

17 Governing Law and Jurisdiction

- (a) **Governing Law:** The Notes (and, where applicable, the Receipts, the Coupons and the Talons) are governed by, and shall be construed in accordance with, French law.
- (b) **Jurisdiction:** Any claim against the Issuer in connection with any Notes, Receipts, Coupons or Talons may be brought before any competent court located in Paris.

TEMPORARY GLOBAL CERTIFICATES ISSUED IN RESPECT OF MATERIALISED BEARER NOTES

Temporary Global Certificate

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 depositary for Euroclear and Clearstream (the “**Common Depositary**”), Euroclear or Clearstream will credit each subscriber with a nominal amount of Unsubordinated Notes equal to the nominal amount thereof for which it has subscribed and paid.

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

Exchange

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

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

A Noteholder must exchange its share of the Temporary Global Certificate for Materialised Bearer Notes before interest or any amount payable in respect of the Unsubordinated Notes will be paid.

Delivery of Definitive Materialised Bearer Notes

On or after its Exchange Date, the holder of the Temporary Global Certificate must surrender such Temporary Global Certificate to or to the order of the Fiscal Agent. In exchange for the Temporary Global Certificate so surrendered, 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 and Receipts in respect of interest or Instalment Amounts 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 requirements of the Regulated Market in, or substantially in, the form set out in Schedule 2 Part A to the Agency Agreement (and which shall be available at the specified offices of the Paying Agents).

Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Certificate, the next day succeeding the day that is 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, 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.

USE OF PROCEEDS

The net proceeds of the issue of the Notes will be used by the Issuer either:

- for Danone's general corporate purposes; or
- as stated in the relevant Final Terms, in respect of any particular issue of Notes for which there is a particular identified use of proceeds.

SUBSCRIPTION AND SALE

Summary of Amended and Restated Dealer Agreement

Subject to the terms and on the conditions contained in an amended and restated dealer agreement dated 28 March 2025 (as amended or supplemented from time to time, the “**Amended and Restated Dealer Agreement**”) between Danone, the Permanent Dealers and the Arranger, the Notes will be offered on a continuous basis to the Permanent Dealers. 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, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold 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.

Danone will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it unless otherwise agreed. Danone has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the Programme and the Dealers for certain of their activities in connection with the Programme.

Danone has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Dealers have agreed to indemnify Danone 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.

Selling Restrictions

European Economic Area

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 European Economic Area.

For the purposes of these provisions:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (“**MiFID II**”); or
 - (b) a customer within the meaning of Directive 2016/97/EU, as amended (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
 - (c) not a qualified investor as defined in the Prospectus Regulation.
- (ii) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

This EEA selling restriction is in addition to any other selling restrictions set out below.

France

Each of the Dealers has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has only offered or sold and will only offer or sell, directly or indirectly, any

Notes in France to, and it has only distributed or caused to be distributed and will only distribute or cause to be distributed in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Notes to qualified investors as defined in Article 2(e) of the Prospectus Regulation.

United States

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) and the Notes 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.

Materialised 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.

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

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

United Kingdom

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 (the “**UK**”).

For the purposes of these provisions:

- (i) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (a) 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 (“**EUWA**”); or
 - (b) 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 UK domestic law by virtue of the EUWA; or
 - (c) not a qualified investor as defined in Article 2 of the Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA; and

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

Other regulatory restrictions

Each Dealer has 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, (a) 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 (b) 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 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 UK.

Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* (“**CONSOB**”) pursuant to Italian securities legislation and, accordingly, 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 delivered, and will not offer, sell or deliver any Notes in the Republic of Italy (“**Italy**”) and that copies of this Base Prospectus or any other document relating to the offering of the Notes have not and will not be distributed in Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provisions of Legislative Decree no. 58 of 24 February 1998, as amended (the “**Consolidated Financial Services Act**”) and Italian CONSOB regulations; or
- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation and/or, to the extent applicable, Article 100 of the Consolidated Financial Services Act, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Moreover, and subject to the foregoing, any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the offering of the Notes in Italy under (a) or (b) above must be:

- (a) made by an investment firm, bank or financial intermediary permitted to conduct such activities in Italy in accordance with the Consolidated Financial Services Act, Legislative Decree No. 385 of 1 September 1993, as amended from time to time (the “**Banking Act**”) and CONSOB Regulation No. 20307 of 15 February 2018, as amended from time to time; and
- (b) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act

and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Any investor purchasing the Notes in this offering is exclusively responsible for ensuring that any offer or resale of the Notes it purchased in this offering occurs in compliance with applicable laws and regulations.

Belgium

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, “consumers” (*consumenten/consommateurs*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*), as amended.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the “**Financial Instruments and Exchange Act**”). Accordingly, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and shall not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of 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 re-sale, directly or indirectly, in Japan or to, or for the benefit of, any 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 other relevant laws, ministerial guidelines and regulations of Japan.

Hong Kong

This Base Prospectus and the applicable Final Terms have not been approved by or registered with the Securities and Futures Commission of Hong Kong or the Registrar of Companies of Hong Kong.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent 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” within the meaning of 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) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the Securities and Futures Ordinance and any rules made under that Ordinance.

People's Republic of China (PRC)

Each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, the offer of the Notes is not an offer of securities within the meaning of the securities laws of the PRC or other pertinent laws and regulations of the PRC and the Notes have not been offered or sold and may not be offered or sold, directly or indirectly, in the PRC (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the laws of the PRC.

Further, no PRC persons may directly or indirectly purchase any of the Notes or any beneficial interest therein without obtaining all necessary prior approvals or completing all necessary registrations or filings that are required from PRC regulators, whether statutorily or otherwise. Persons who come into possession of this document are required by the Dealer and each further Dealer appointed under the Programme to observe these restrictions.

Singapore

If the Final Terms in respect of any Notes specify “Singapore Sales to Institutional Investors and Accredited Investors only” as “Applicable”, 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 and agreed, and each further Dealer appointed under the Programme will be required to represent 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 Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the “SFA”)) pursuant to Section 274 of the SFA, or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specify “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, 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 and agreed, and each further Dealer appointed under the Programme will be required to represent 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.

Singapore SFA Product Classification: In connection with Section 309B of the SFA and the CMP Regulations 2018, unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are ‘prescribed capital markets products’ (as defined in the CMP 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).

Switzerland

This Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes. The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“**FinSA**”) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

General

These selling restrictions may be modified by the agreement of Danone and the Dealers following a change in a relevant law, regulation or directive. Any such modification or supplement will be set out in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering 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.

Each Dealer has agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will 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 or sale of Notes under the laws and regulations in force in any jurisdiction in which it makes such purchase, offer or sale and neither Danone, or any other Dealer shall have responsibility therefore.

PRO-FORMA OF THE GUARANTEE

The undersigned Danone, a public limited liability company (a *société anonyme*) with a share capital of Euro [●] whose head-office is located at 17, boulevard Haussmann, 75009 Paris, France, represented by [●], duly authorised to deliver this guarantee (the “**Guarantee**”) by [●] hereinafter referred to as the “**Guarantor**” or “**Danone**”, hereby refer to:

The issuance of senior unsecured Euro Medium Term Notes (the “**Unsubordinated Notes**”) by [●], a company incorporated under the laws of [●], whose head-office is located at [●] (the “**Substituted Issuer**”) under a Euro Medium Term Notes Programme in the aggregate nominal amount of Unsubordinated Notes outstanding not exceeding at any time Euro [●],000,000,000 (or the equivalent in any other currencies) (the “**Programme**”), and under which the Substituted Issuer can issue Unsubordinated Notes in the aggregate nominal amount of Unsubordinated Notes outstanding not exceeding at any time Euro [●] (or the equivalent in any other currencies), all in accordance with (i) the terms and conditions (the “**Terms and Conditions**”) of the Unsubordinated Notes, (ii) the Agency Agreement dated [●] entered into between Danone as Issuer and [●] as fiscal agent and the other agents named in it, as amended from time to time (the “**Agency Agreement**”) and (iii) the Amended and Restated Dealer Agreement dated [●] entered into between Danone as Issuer and the Permanent Dealers and the Arranger, as amended from time to time (the “**Amended and Restated Dealer Agreement**”). The Agency Agreement and the Amended and Restated Dealer Agreement are together hereinafter referred to as the “**Agreements**”.

The Guarantor hereby declares being fully aware of all the Terms and Conditions, the Agreements and the Programme.

The Guarantor hereby irrevocably and unconditionally guarantees up to a maximum outstanding principal amount of Euro [●] (or the equivalent in any other currencies) to the holders of the Unsubordinated Notes issued by the Substituted Issuer under the Programme (collectively the “**Noteholders**” and individually a “**Noteholder**”) the due payment of interest and principal of the Unsubordinated Notes, when and as the same becomes due and payable (including any additional amounts required to be paid pursuant to the terms of the Unsubordinated Notes) by the Substituted Issuer, whether at maturity, upon redemption by acceleration of maturity or otherwise, at the first written demand from any Noteholder. The Guarantor thus undertakes to pay any sum due under the Unsubordinated Notes and unpaid by the Substituted Issuer in accordance with the Terms and Conditions at the first written demand from any Noteholder.

The Guarantor shall be liable under this Guarantee as if it was the sole principal issuer under the Terms and Conditions issued by the Substituted Issuer. The Guarantor hereby waives any requirement that the Noteholder, in the event of any default in payment by the Substituted Issuer, seeks to enforce remedies against the Substituted Issuer before seeking to enforce this Guarantee.

This Guarantee shall enter into force from the date of its signature and shall remain fully valid until there are no more outstanding Unsubordinated Notes issued by the Substituted Issuer under the Programme.

Any delay, provided that it has not resulted from an administrative error or a technical or operational problem, unless such administrative error or technical or operational problem has not been cured within 15 days, between the due date of the amounts (as stated in the Noteholder(s)’ payment demand) owed by the Guarantor to the

Noteholders and their effective payment date shall automatically bear a rate of interest equal to Euribor one month¹ plus a margin of 1 per cent.

The Guarantee shall remain valid even in the case where the Guarantor would no longer hold the original level of its participation in the share capital and/or the voting rights of the Substituted Issuer. In addition, it is hereby expressly agreed that any modification in the legal situation of the Guarantor, whatsoever, shall not release the Guarantor from its obligations under the present Guarantee, especially in case of merger, the absorbing entity or the new entity shall endorse the present undertakings with regard to the merger agreement and in case of split, the beneficiaries of the contributions resulting of such split shall endorse jointly and severally the Guarantor's undertakings.

For so long as any amount remains payable in respect of the Unsubordinated Notes, the Guarantor will not exercise any right of subrogation against the Substituted Issuer pursuant to this Guarantee or take any other action that would result in asserting claims of the Guarantor at the same time as claims of the Noteholders.

If French law should require that payments of principal or interest in respect of any Unsubordinated Note, Receipt or Coupon be subject to deduction or withholding in respect of any taxes or duties whatsoever, the Guarantor 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 Receiptholders and 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, Receipt or Coupon, as the case may be, as indicated in Condition 8(b) of the Terms and Conditions.

The obligations of the Guarantor under the Guarantee, if any, constitute direct, unconditional and unsubordinated and (subject to the provisions of Condition 4 of the Terms and Conditions) unsecured obligations of the Guarantor and shall at all times rank (save for certain obligations required to be preferred by law) equally and rateably with all other present or future unsecured and unsubordinated financial indebtedness of the Guarantor.

If, at any time when any amount remains payable in respect of the Unsubordinated Notes or, if applicable, the receipts or coupons relating thereto, the Guarantor shall grant any mortgage, charge, pledge or other security interest (*sûreté réelle*) upon any of its assets or revenues, present or future, to secure any Relevant Indebtedness (as defined in the Terms and Conditions), incurred or guaranteed by it, this Guarantee shall be secured by the same ranking security.

The Guarantor hereby represents and warrants to the Noteholders that:

- (i) it is incorporated and validly existing under the laws of France and has the power to execute the present Guarantee and to perform the obligations expressed in it;
- (ii) all corporate actions to authorize the execution and the performance of the obligations of the present Guarantee have been duly taken;
- (iii) the execution of this undertaking and the exercise of its obligations under the present Guarantee will not conflict with (i) any constitutive document or any rule of the Guarantor; (ii) any material agreement or undertaking to which the Guarantor is a party; and (iii) any applicable law, regulation or judicial order;

¹ Or, if the Euribor is permanently or indefinitely discontinued, any successor or alternative rate having an equivalent effect.

- (iv) the obligations expressed to be assumed by the Guarantor under the present Guarantee are legal, valid, binding and enforceable obligations in accordance with the terms hereof; and
- (v) no authorization, notification or specific procedure whatsoever is required from any public authority whatsoever for the execution of this Guarantee or the performance of Guarantor's obligations hereunder, or the exercise by the Noteholders of their rights hereunder.

All terms not otherwise defined in the present Guarantee shall have the meaning assigned to them in the Terms and Conditions.

This Guarantee shall be governed by French law. Any dispute arising out of or in connection with, without limitation, its validity, interpretation, or performance, shall be subject to the exclusive jurisdiction of the Commercial Court of Paris (*Tribunal de Commerce de Paris*).

Executed in [●], on [●].

For the Guarantor, [●].

FORM OF FINAL TERMS

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes, taking into account the five (5) categories referred to in item 19 of the Guidelines published by ESMA on 3 August 2023, has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU, as amended (“**MiFID II**”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.¹

[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment 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 UK 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. 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.^{2]3}

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 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.

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 UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); (ii) a customer within the meaning of the provisions

¹ To be included following completion of the target market assessment in respect of the Notes, taking into account the five categories referred to in item 19 of the Guidelines published by ESMA on 3 August 2023.

² To be included following completion of the target market assessment in respect of the Notes.

³ 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.

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 UK 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 UK domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK 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.

[SINGAPORE SFA PRODUCT CLASSIFICATION – In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the “**SFA**”) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the “**CMP Regulations 2018**”), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products]/[capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and [are] [Excluded]/[Specified] 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).]⁴

PROHIBITION OF SALES TO CONSUMERS IN BELGIUM – Notes issued under the Programme are not intended to be offered, sold or otherwise made available to, and should not be offered, sold or otherwise made available to, “consumers” (*consument/consommateur*) within the meaning of the Belgian Code of Economic Law (*Wetboek van economisch recht/Code de droit économique*), as amended.

⁴ For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

Final Terms dated [●]

[LOGO, if document is printed]

Danone

Euro 13,000,000,000
Euro Medium Term Note Programme
for the issue of Notes
Due from one month from the date of original issue

SERIES NO: [●]

TRANCHE NO: [●]

[Brief description and Amount of Notes]

issued by Danone (the “Issuer”)

[Name(s) of Dealer(s)]

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 28 March 2025 which has received approval no. 25-083 from the *Autorité des marchés financiers* (the “**AMF**”) on 28 March 2025 [and the supplement(s) to it dated [●] which has received approval No. [●] from the AMF on [●]] which [together] constitute[s] a base prospectus (the “**Base Prospectus**”) for the purposes of Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the information. The Base Prospectus [and the Supplement(s)] [is]/[are] available for viewing on the website of the AMF (www.amf-france.org) and of Danone (www.danone.com) and printed copies may be obtained from Danone at 17, boulevard Haussmann, 75009 Paris, France.

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [●] EMTN Conditions. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) and must be read in conjunction with the Base Prospectus dated 28 March 2025 which has received approval no. 25-083 from the *Autorité des marchés financiers* (the “**AMF**”) on 28 March 2025 [and the supplement(s) to it dated [●] which has received approval no. [●] from the AMF on [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “**Base Prospectus**”) in order to obtain all relevant information, save in respect of the [●] EMTN Conditions. The Base Prospectus [and the Supplement(s)] [is]/[are] available for viewing on the website of the AMF (www.amf-france.org) and of Danone (www.danone.com) and printed copies may be obtained from Danone at 17, boulevard Haussmann, 75009 Paris, France.]

[Include whichever of the following apply or specify as “Not Applicable”. Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.]

1	Issuer:	Danone
2		
	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(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 [<i>insert description of the Series</i>] issued by the Issuer on [<i>insert date</i>] (the “ Existing Notes ”) as from the date of assimilation which is expected to be on or about 40 days after the Issue Date (the “ Assimilation Date ”).]
3	Specified Currency:	[●]
4	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
5	Issue Price:	[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [<i>insert date</i>] (<i>in the case of fungible issues only if applicable</i>)]
6	Specified Denomination(s):	[●]
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>]/[Undated Deeply Subordinated Notes]
9	Interest Basis:	[[●] per cent. Fixed Rate] [[●] per cent. Fixed Rate Resettable Notes] [[<i>specify particular reference rate</i>] +/- [●] per cent. Floating Rate] [Zero Coupon] [CPI Linked Interest] [HICP Linked Interest] (further particulars specified below)
10	Redemption Basis:	Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [100] per cent. of their nominal amount.
11	Change of Interest Basis:	[Applicable/Not Applicable] [Specify the date when any fixed to floating rate or floating to fixed rate change occurs or refer to paragraphs 14 and 15 below and identify there]

12	Put/Call Options:	[Put Option] [Call Option] [Make-Whole Redemption by the Issuer] [Residual Maturity Call Option] [Clean-Up Call Option] [Change of Control Put Option] [Change of Control Call Event Option] [Accounting Event Call Option] [Capital Event Call Option] [Withholding Tax Event Call Option] [Gross-Up Event Call Option] [Tax Deductibility Event Call Option] [(further particulars specified below)]
13	(i) Status of the Notes: (ii) [Date of Board approval for issuance of Notes obtained:	[Unsubordinated]/[Deeply Subordinated Notes] [Dated/Undated]] [Decision of the <i>Conseil d'administration</i> of Danone dated [●] [and [●], respectively]]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

Fixed Rate Note Provisions:	[In respect of Fixed/Floating Rate Notes: from (and including) [●] to (but excluding) [●]:] [Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i) Rate[(s)] of Interest:	[●] per cent. per annum [payable annually / semi-annually / quarterly / monthly / other <i>(specify)</i> in arrear on each Interest Payment Date]
(ii) Interest Payment Date(s):	[●] in each year [adjusted in accordance with the Business Day Convention specified below ⁵] [commencing on [●] and ending on [●] / [the Maturity Date]] [<i>specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”</i>]/not adjusted.]
(iii) Fixed Coupon Amount[(s)] ⁶ :	[●] per Note of [●] Specified Denomination
(iv) Broken Amount(s):	[[●] payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable]
(v) Day Count Fraction:	[30/360 / Actual/Actual ([ICMA] / [ISDA])]/[<i>include any other option from the Conditions</i>]]
(vi) Determination Dates:	[●] in each year (<i>insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or</i>

⁵ RMB Notes only

		<i>short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual-ICMA)</i>
	(vii) [Business Day Convention ⁷ :	[Floating Rate Business Day Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (<i>give details</i>)]
	(viii) [Party responsible for calculating Interest Amounts (if not the Calculation Agent) ⁸ :	[●]/[Not Applicable]
	(ix) [Relevant Time ⁹ :	[11.00 a.m./[●]] ([Hong Kong/[●]] time)]
15	Fixed Rate Resetable Note Provisions (Deeply Subordinated Notes only):	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i> <i>(In the event where the benchmark used to calculate the interest payable is discontinued, Condition 5(b)(ii)(C) provides for a methodology to determine the successor or alternative rate)</i>
	(i) Initial Rate of Interest:	[●] per cent. <i>per annum</i> payable [annually/ semi annually/quarterly/monthly] in arrear [[from (and including the [Issue Date] to (but excluding) the [First Reset Date]]
	(ii) Interest Payment Date(s):	[●] in each year [commencing on [●]] [and ending on [●]/[the Maturity Date]] [specify Business Day Convention and any applicable Business Centre(s) for the definition of “Business Day”]/not adjusted.]
	(iii) Broken Amount(s):	[[●] payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable]
	(iv) Day Count Fraction:	[30/360 / Actual/Actual ([ICMA] / [ISDA])]/[<i>include any other option from the Conditions</i>]
	(v) [Determination Dates:	[●] in each year [up to (and including) the First Reset Date] (<i>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</i>)]
	(vi) Initial Margin:	[+/-] [●] per cent. <i>per annum</i> [from (and including) the [First Reset Date] to (but excluding) the [Second Reset Date]]
	(vii) Subsequent Step-Up Margin[s]:	[[+/-] [●] per cent. <i>per annum</i> from (and including) the [Second Reset Date] to (but excluding) the Subsequent Reset Date falling on [●]

⁷ RMB Notes only

⁸ RMB Notes only

⁹ RMB Notes only

		[+/-] [●] per cent. <i>per annum</i> from (and including) the [Subsequent Reset Date falling on [●]] / [●]] (duplicate as appropriate)
	(viii) First Reset Date:	[●]
	(ix) Second Reset Date:	[[●] / Not Applicable]
	(x) Subsequent Reset Date(s):	[[●] [and [●]] / Not Applicable]
	(xi) Relevant Screen Page:	[●]
	(xii) Relevant Screen Page Time:	[●]
	(xiii) Mid-Swap Floating Leg Benchmark Rate:	[●]
	(xiv) Mid-Swap Maturity:	[●]
	(xv) Reset Determination Date:	[●]
	(xvi) Party responsible for calculating Rate(s) of Interest and/or Interest Amounts (if not the Calculation Agent):	[●]/[Not Applicable]
16	Floating Rate Note Provisions:	[In respect of Fixed/Floating Rate Notes: from (and including) [●] to (but excluding) [●]:] [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph) (In the event where the benchmark used to calculate the interest payable is discontinued, Condition 5(c)(iii)(C) provides for a methodology to determine the successor or alternative rates)
	(i) Interest Period(s):	[●]
	(ii) Specified Interest Payment Dates:	[[●] 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/ISDA Determination]
	(vi) Interest Period Date(s):	[Not Applicable / <i>Specify dates</i>]
	(vii) Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[●]

(viii) Screen Rate Determination:	[Applicable / Not Applicable]
– Reference Rate:	[CMS Rate/EURIBOR/€STR/SARON/SOFR Benchmark/ SONIA/TONA (or any other reference rate)]
– Relevant Inter-Bank Market:	[●]
– [Relevant Screen Page Time:	[●]/Not Applicable]]
– Interest Determination Date(s):	[[●]/The date which is [“p”] [London] Business Days prior to each Interest Payment Date ¹⁰ /[TARGET] Business Days in [specify city] for [specify currency] prior to [the first day in each Interest [Accrual] Period/each Interest Payment Date]
– [Relevant Screen Page:	[●]] <i>[In the case of €STR or SOFR Benchmark, delete this paragraph]</i>
– [Relevant Fallback Screen Page:	(only applicable in the case of SONIA) [●]]
– Reference Banks:	[●]
– [€STR Rate of Interest Determination:	(only applicable in the case of €STR) [€STR Lookback Compound/€STR Shift Compound]]
– [SOFR Rate of Interest Determination:	(only applicable in the case of SOFR Benchmark) [Simple SOFR Average/Compounded Daily SOFR/ Compounded SOFR Index]]
– [SONIA Rate of Interest Determination:	(only applicable in the case of SONIA) [SONIA Compounded Index Rate/SONIA Compounded Daily Reference Rate [with Observation Shift]/[with Lag] where “p” is: [specify number] London Business Days [being no less than [●] London Business Days]]
– [TONA Rate of Interest Determination:	(only applicable in the case of TONA) [TONA Lookback Compound/TONA Shift Compound]]
– [Observation Look-Back Period:	(only applicable in the case of €STR or TONA) [[●] TARGET Business Days/Tokyo Banking Days] [Not Applicable]]
– [Observation Shift Days:	(only applicable in the case of €STR, SARON or TONA) [[●]/TARGET Business Days/Tokyo Banking Days/Zurich Banking Day(s)] [Not Applicable]]
– [Compounded Daily SOFR:	(only applicable in the case of Compounded Daily SOFR) [SOFR Lag/SOFR Observation Shift/SOFR Payment Delay/SOFR Lockout]]

¹⁰ Use this first option for SONIA notes. The Interest Determination Date should match the last day of the Observation Period.

- [Lookback Days: *(only applicable in the case of SOFR Lag)*
[Not Applicable/[●] U.S. Government Securities Business Day(s)]]
- [SOFR Observation Shift Days: *(only applicable in the case of SOFR Observation Shift or Compounded SOFR Index)*
[Not Applicable/[●] U.S. Government Securities Business Day(s)]]
- [Interest Payment Delay: *(only applicable in the case of SOFR Payment Delay)*
[Not Applicable/[●] U.S. Government Securities Business Day(s)]]
- [SOFR Rate Cut-Off Date: *(only applicable in the case of Simple SOFR Average, Compounded Daily SOFR: SOFR Payment Delay or Compounded Daily SOFR: SOFR Lockout)*
[Not Applicable/The day that is the [●] U.S. Government Securities Business Day(s) prior to the end of each Interest Period]]
- [SOFR Index_{Start}: *(only applicable in the case of Compounded SOFR Index)*
[Not Applicable/[●] U.S. Government Securities Business Day(s)]]
- [SOFR Index_{End}: *(only applicable in the case of Compounded SOFR Index)*
[Not Applicable/[●] U.S. Government Securities Business Day(s)]]
- (ix) ISDA Determination: [Applicable / Not Applicable]
 - Floating Rate Option: [●]
(Ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))
 - Designated Maturity: [●] / [Not Applicable]
(A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate)
 - Reset Date: [●]
 - Compounding: [Applicable / Not Applicable]
(If not applicable, delete the remaining items of this subparagraph)
 - Compounding Method: [Compounding with Lookback
Lookback: [[●] Applicable Business Days / As specified in the 2021 ISDA Definitions]
[Compounding with Observation Period Shift
Observation Period Shift: [[●] Observation Period Shift Business Days / As specified in the 2021 ISDA Definitions]

	Observation Period Shift Additional Business Days: [●] / [Not Applicable]]
	[Compounding with Lockout
	Lockout: [[●] Lockout Period Business Days / As specified in the 2021 ISDA Definitions]
	Lockout Period Business Days: [●] / [Applicable Business Days]]
– Averaging:	[Applicable / Not Applicable] <i>(If not applicable, delete the remaining items of this subparagraph)</i>
– Averaging Method:	[Averaging with Lookback Lookback: [[●] Applicable Business Days / As specified in the 2021 ISDA Definitions] [Averaging with Observation Period Shift Observation Period Shift: [[●] Observation Period Shift Business Days / As specified in the 2021 ISDA Definitions]] Observation Period Shift Additional Business Days: [●] / [Not Applicable]] [Averaging with Lockout Lockout: [●] Lockout Period Business Days Lockout Period Business Days: [●] / [Applicable Business Days]]
– Index Provisions:	[Applicable / Not Applicable] <i>(If not applicable, delete the remaining items of this subparagraph)</i>
– Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [[●] Observation Period Shift Business Days / As specified in the 2021 ISDA Definitions] Observation Period Shift Additional Business Days: [●] / [Not Applicable]
– Unscheduled Holiday:	[Applicable / Not Applicable]
– Interest Accrual Period End Date / Maturity Date adjustment for Unscheduled Holiday:	[Applicable / Not Applicable]
– Non-Representative:	[Applicable / Not Applicable]
– Successor Benchmark:	[Applicable / Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
[– Successor Benchmark Effective Date:	[●]]
(x) Margin(s):	[+/-][●] per cent. per annum

- (xi) Minimum Rate of Interest¹¹: [●] per cent. per annum
- (xii) Maximum Rate of Interest: [●] per cent. per annum
- (xiii) Day Count Fraction: [●]
(Day Count Fraction should be as specified in the Floating Rate Matrix (as applicable))
- 17 **Zero Coupon Note Provisions:** [Applicable/Not Applicable]
(Unsubordinated Notes only) (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Amortisation Yield: [●] per cent. per annum
- (ii) Day Count Fraction: [●]
- 18 **Inflation Linked Notes - Provisions relating to CPI or HICP Linked Interest:**
(Unsubordinated Notes only) [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Index: [CPI/HICP]
- (ii) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent): [●]
- (iii) Interest Period(s): [●]
- (iv) Interest Payment Dates: [●]
- (v) Base Reference: [CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [●])
- (vi) Rate of Interest: [●] per cent. per annum multiplied by the Inflation Index Ratio
- (vii) Day Count Fraction: [●]

PROVISIONS RELATING TO REDEMPTION

- 19 **Call Option:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Optional Redemption Date(s): [●]
- (ii) Residual Redemption Period: [●]/[Not Applicable]
- (iii) Residual Redemption Date: [●]/[Not Applicable]

¹¹ In no event shall the applicable rate of interest be less than zero.

- (iv) Optional Redemption Amount(s) of each Note: [●] per Note of [●] Specified Denomination
- (v) If redeemable in part: [Applicable]/[Not Applicable]
(only in respect of Unsubordinated Notes) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Minimum Redemption Amount: [●]
- (b) Maximum Redemption Amount: [●]
- (c) Notice period:¹² [[As per the Conditions]/[●]]
- 20 **Make-Whole Redemption by the Issuer:** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Notice period:¹³ [[As per the Conditions]/[●]]
- (ii) Reference Security: [●]
- (iii) Similar Security: [●]
- (iv) Redemption Margin: [●]
- (v) Make-Whole Calculation Agent: [[Aether Financial Services]/[●]]
- (vi) Reference Dealers: [[As per Condition 6(c)]/[●]]
- 21 **Residual Maturity Call Option: (Unsubordinated Notes only)** [Applicable/Not Applicable]
(If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Call Option Date: [●]
- (ii) Notice period¹⁴: [[As per the Conditions]/[●]]
- 22 **Put Option: (Unsubordinated Notes only)** [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

¹² If setting notice periods are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

¹³ If setting notice periods are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

¹⁴ If setting notice periods are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

	(iii) Notice period: ¹⁵	[●]
23	Clean-Up Call Option:	[Applicable/Not Applicable]
	(i) Clean-Up Percentage:	[75 per cent. / [●] per cent.]
	(ii) Clean-Up Redemption Amount:	[●] per Note of [●] Specified Denomination
24	Change of Control Put Option: (Unsubordinated Notes only)	[Applicable/Not Applicable]
25	Final Redemption Amount of each Note:	[●] per Note of [●] Specified Denomination
	Inflation Linked Notes – Provisions relating to the Final Redemption Amount:	[Applicable/Not Applicable]
	(Unsubordinated Notes only)	<i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Index:	[CPI/HICP]
	(ii) Final Redemption Amount in respect of Inflation Linked Notes:	[Condition 6 (h) applies]
	(iii) Base Reference:	[CPI/HICP] Daily Inflation Reference Index applicable on [specify date] (amounting to: [●])
	(iv) Party responsible for calculating the Rate of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[●]
26	Early Redemption Amount of Unsubordinated Notes:	
	(i) Early Redemption Amount(s) of each Unsubordinated Note payable on redemption for taxation reasons (Condition 6(j(i))), for illegality (Condition 6(n)) or on event of default (Condition 9):	[●] per Note of [●] Specified Denomination
	(ii) Redemption for taxation reasons of each Unsubordinated Note permitted on days others than Interest Payment Dates:	[Yes/No]
	(iii) Unmatured Coupons to become void upon early redemption (Materialised Bearer Notes only):	[Yes/No/Not Applicable]

¹⁵ If setting notice periods are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and its fiscal agent.

27	Change of Control Call Event Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>
	(i) Change of Control Step Up Margin:	[[●]] per cent. per annum.
28	Accounting Event Call Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>
	(i) Accounting Event Cut-Off Date:	[●]
	(ii) Accounting Event Early Redemption Price:	[●] per Note of [●] Specified Denomination
29	Capital Event Call Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>
	(i) Capital Event Cut-Off Date:	[●]
	(ii) Capital Event Early Redemption Price:	[●] per Note of [●] Specified Denomination
30	Gross-Up Event Call Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable]
31	Withholding Tax Event Call Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable]
32	Tax Deductibility Event Call Option (Deeply Subordinated Notes only)	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraph of this paragraph)</i>
	(i) Tax Deductibility Event Cut-Off Date:	[●]
	(ii) Tax Deductibility Event Early Redemption Price:	[●] per Note of [●] Specified Denomination

GENERAL PROVISIONS APPLICABLE TO THE NOTES

33	Form of Notes:	[Dematerialised Notes/Materialised Notes] <i>(Materialised Notes are only in bearer form and may only be issued outside France.)</i> <i>(only Unsubordinated Notes may be issued in materialised form)</i> <i>[Delete as appropriate]</i>
	(i) Form of Dematerialised Notes:	[Not Applicable/specify whether Bearer form (<i>au porteur</i>)/Administered Registered form (<i>au nominatif administré</i>)/Fully Registered form (<i>au nominatif pur</i>)]

	(ii) Registration Agent:	[Not Applicable/Applicable] <i>[if applicable give name and address] (note that a registration agent must be appointed in relation to Fully Registered Notes only)</i> <i>(only applicable to Unsubordinated Notes)</i>
	(iii) Temporary Global Certificate:	[Not Applicable/Temporary Global Certificate exchangeable for Definitive Materialised Notes on [●]] (the “ Exchange Date ”), being 40 days after the Issue Date subject to postponement as specified in the Temporary Global Certificate] <i>(only applicable to Unsubordinated Notes)</i>
	(iv) Applicable TEFRA exemption:	[C Rules/D Rules/Not Applicable] <i>(only applicable to Unsubordinated Notes issued as Materialised Notes)</i>
34	Exclusion of the possibility to request identification of a Noteholder as provided by Condition 1(a):	[Applicable/Not Applicable]
35	Financial Centre(s) (Condition 7(h)):	[Not Applicable/give details. Note that this item relates to the date of payment, and not the end dates of interest period for the purposes of calculating the amount of interest to which items 14 (ii) and 15(iv) relates]
36	Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):	[Yes/No. If yes, give details] <i>(only applicable to Unsubordinated Notes)</i>
37	Details relating to Instalment Notes: (Unsubordinated Notes only)	[Not Applicable/give details]
	(i) Instalment Amount(s):	[●]
	(ii) Instalment Date(s):	[●]
	(iii) Minimum Instalment Amount:	[●]
	(iv) Maximum Instalment Amount:	[●]
38	Redenomination provision:	[Not Applicable/The provision [in Condition 1(d)] apply]
39	Purchase in accordance with applicable French laws and regulations:	[Not Applicable/Applicable]
40	Consolidation provisions:	[Not Applicable/The provisions [in Condition 14(b)] apply]
41	Masse (Condition 11):	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.]

Signed on behalf of Danone:

By:
Duly authorised

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

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

(Where documenting a fungible issue need to indicate that original Notes are already admitted to trading)

(ii) Estimate of total expenses related to admission to trading:

[●]

2. RATINGS

Ratings:

[Not Applicable]/[The Notes to be issued [have been/are expected to be] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

[S&P: [●]]

[Moody's: [●]]

[[Other]: [●]]

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

(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)

(Include appropriate Credit Rating Agency Regulation (Regulation (EC) No 1060/2009 as amended) disclosure)

[Insert one (or more) of the following options, as applicable:

[[Insert credit rating agency/ies] [is/are] established [in the European Union] and [has/have each] applied for registration under Regulation (EC) No 1060/2009 (as amended), although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]
[[Insert credit rating agency/ies] [[is/are] [not]] established in the United Kingdom and [[is/are] [not]] registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of the United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”) (the “UK CRA Regulation”). [However, the ratings assigned to the Notes [has/have] been endorsed by [Insert UK credit rating agency/ies], [respectively,] in accordance with the UK

CRA Regulation and [has/have] not been withdrawn. As such, the ratings issued by [each of] *[Insert credit rating agency/ies]* may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.]]

[[*[Insert credit rating agency/ies]* [is/are] established [in the European Union] and registered under Regulation (EC) No 1060/2009 (as amended).]] [[*[Insert credit rating agency/ies]* [is/are] [not]] established in the United Kingdom and [is/are] [not]] registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of the United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”) (the “**UK CRA Regulation**”). [However, the ratings assigned to the Notes [has/have] been endorsed by *[Insert UK credit rating agency/ies]*, [respectively,] in accordance with the UK CRA Regulation and [has/have] not been withdrawn. As such, the ratings issued by [each of] *[Insert credit rating agency/ies]* may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.]]

[[*[Insert credit rating agency/ies]* [is/are] not established [in the European Union] and [has/have each] not applied for registration under Regulation (EC) No 1060/2009 (as amended).]] [[*[Insert credit rating agency/ies]* [is/are] [not]] established in the United Kingdom and [is/are] [not]] registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of the United Kingdom domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “EUWA”) (the “**UK CRA Regulation**”). [However, the ratings assigned to the Notes [has/have] been endorsed by *[Insert UK credit rating agency/ies]*, [respectively,] in accordance with the UK CRA Regulation and [has/have] not been withdrawn. As such, the ratings issued by [each of] *[Insert credit rating agency/ies]* may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.]]

3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE/OFFER]

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

“Save as discussed 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. The Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and their affiliates in the ordinary course of business” *(Amend as appropriate if there are other interests)*

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

4. [Fixed Rate Notes and Fixed Rate Resettable Notes only – YIELD]

Indication of yield: [•]

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield]

5. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i) Reasons for the offer: [•]/[The net proceeds will be used for the Issuer’s general corporate purposes.]

(ii) Estimated net proceeds: [•]

(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)

6. [Floating Rate Notes only – PERFORMANCE OF RATES]

(i) Details of performance of [EURIBOR/CMS Rate/€STR/SARON/SOFR Benchmark/SONIA/TONA replicate other as specified in the Conditions] rates can be obtained [but not] free of charge from [Reuters/other]

(ii) [Amounts payable under the Notes will be calculated by reference to [•] which is provided by [•]. As at [•], [•] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011, as amended) (the “**Benchmarks Regulation**”). As far as the Issuer is aware, [[•] does not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of that regulation] / [the transitional provisions in Article 51 of the Benchmarks Regulation apply], such that [•] is not currently required to obtain authorisation or registration (or, if located outside the European Union, recognition, endorsement or equivalence).]].

7. [Inflation Linked Notes only – PERFORMANCE OF INDEX AND OTHER INFORMATION CONCERNING THE UNDERLYING]

(i) Name of underlying index: [Consumer Price Index excluding tobacco for all households in metropolitan France (“**CPI**”) as calculated and published [[monthly] / [•]] by the *Institut National de la Statistique et des Etudes Economiques*.] / [Harmonised Index of Consumer Prices excluding tobacco measuring the

rate of inflation in the European Monetary Union excluding tobacco (“**HICP**”) as calculated and published [[monthly / [●]] by Eurostat.]

- (ii) Information about the Index, its volatility and where past and future performances can be obtained, [but not free of charge], from: [●]/ [give details of electronic means of obtaining the details of volatility and performance].

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].]

8. OPERATIONAL INFORMATION

ISIN: [●]

Common Code: [●]

Depositories:

- (i) Euroclear France to act as Central Depository: [Yes/No]

- (ii) Common Depository for Euroclear Bank SA/NV and Clearstream Banking, S.A.: [Yes/No]

Any clearing system(s) other than 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): [Not Applicable/[●]]

9. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]

- (ii) If syndicated:

(A) Names of Managers: [Not Applicable/give names]

(Include names 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. Where not all of the issue is underwritten, include a statement of the portion not covered.)

(B) Stabilisation Manager(s) if any: [Not Applicable/give name(s)]

- (iii) If non-syndicated, name and address of Dealer: [Not Applicable/give name]

- (iv) [Singapore Sales to Institutional Investors and Accredited Investors only: [Applicable/Not Applicable]
(If there is no offer of the Notes in Singapore, delete this paragraph)
(If the Notes are offered in Singapore to Institutional Investors and Accredited Investors (as defined under the Securities and

Futures Act 2001 of Singapore) only, “Applicable” should be specified. If the Notes are also offered in Singapore to investors other than Institutional Investors and Accredited Investors (as defined under the Securities and Futures Act 2001 of Singapore), “Not Applicable” should be specified.]]

- | | |
|--|---|
| <p>(v) US Selling Restrictions
(Categories of potential investors to which the Notes are offered):</p> | <p>Reg. S Compliance Category 2 applies to the Notes;

[TEFRA C / TEFRA D / TEFRA not applicable]</p> |
|--|---|

10. [DEEPLY SUBORDINATED NOTES:

The following paragraphs in italics do not form part of the Terms and Conditions of the Notes nor of the Final Terms.

The Issuer intends (without thereby assuming a legal or contractual obligation) that it will redeem or repurchase the Notes (or any part thereof) only to the extent that such part of the aggregate principal amount of the Notes (or any part thereof) to be redeemed or repurchased which was assigned “equity credit” (or such similar nomenclature used by S&P from time to time) at the time of the issuance of the Notes does not exceed such part of the net proceeds received by the Issuer or any Subsidiary of the Issuer from the sale or issuance of securities by the Issuer or such Subsidiary to third party purchasers (other than group entities of the Issuer) which is assigned by S&P “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 relevant Notes (or any part thereof) to be redeemed or repurchased, at the time of sale or issuance of such securities (but taking into account any changes in hybrid capital methodology or another relevant methodology or the interpretation thereof since the issuance of the Notes).

The following exceptions apply as to the Issuer's replacement intention. The Notes are not required to be replaced:

- (i) *if the long-term corporate credit rating assigned by S&P to the Issuer is the same as or higher than the long-term corporate credit rating assigned to the Issuer on the date of the last additional hybrid issuance (excluding refinancing without net new issuance) and the Issuer is of the view that such a rating would not fall below this level as a result of such redemption or repurchase; or*
- (ii) *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 of less than (a) 10 per cent. of the aggregate hybrid capital outstanding in any period of twelve (12) consecutive months or (b) 25 per cent. of the aggregate hybrid capital outstanding in any period of ten (10) consecutive years; or*
- (iii) *if, in the case of a repurchase or a redemption, such repurchase or redemption is in an amount necessary to allow the Issuer's aggregate amount of hybrid capital remaining outstanding after such repurchase or redemption to remain below the maximum aggregate principal amount of hybrid capital to which S&P would assign equity content under its prevailing methodology; or*
- (iv) *if the Notes are redeemed pursuant to a Capital Event, a Tax Deductibility Event, an Accounting Event, a Withholding Tax Event, a Gross-Up Event or a Change of Control Call Event; or*
- (v) *if the Notes are not assigned an “equity credit” by S&P (or such similar nomenclature then used by S&P) at the time of such redemption or repurchase; or*
- (vi) *if such redemption or repurchase occurs on or after [●].*

Terms used but not defined in the preceding sentences shall have the meaning set out under “Terms and Conditions of the Notes” of the Base Prospectus as completed by this Final Terms.]

GENERAL INFORMATION

- (1) This Base Prospectus has been approved by the AMF in its capacity as competent authority pursuant to 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 shall not be considered as an endorsement of either the Issuer or the quality of the Notes that are the subject of this Base Prospectus. And investors should make their own assessment as to the suitability of investing in the Notes.
- (2) This Base Prospectus will be valid for a period of twelve (12) months until 28 March 2026 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. Application may be made to list and admit the Notes to trading on Euronext Paris and/or on any other Regulated Market in a Member State of the EEA, as the case may be.

In compliance with Article 25 of the Prospectus Regulation, application may also be made for the notification of certificate of approval to any competent authority of any Member State of the EEA.

- (3) Danone has obtained all necessary corporate and other consents, approvals and authorisations in the Republic of France in connection with the update of the Programme. Any drawdown of Notes under the Programme, to the extent that such Notes constitute *obligations*, requires the prior authorisation of (i) the *Conseil d'administration* of Danone or (ii) the Ordinary General Meeting of the Issuer's shareholders if (a) the *statuts* of the Issuer so require (at the date hereof the *statuts* of Danone do not require a resolution of the Ordinary General Meeting) or (b) the shareholders at an Ordinary General Meeting decide to authorise an issue of *obligations*, all pursuant to Article L.228-40 of the French *Code de commerce*.

On 25 February 2025, the *Conseil d'administration* of Danone has renewed its consent to issue Notes for a duration of one (1) year, pursuant to Article L.228-40 of the French *Code de commerce* and has delegated to the Chief Executive Officer, Mr. Juergen Esser, Mr. Yves Pellegrino and Mrs. Florence Saliba, all powers to issue Notes and to determine their terms and conditions (such authority to expire one year after the date of such meeting of the *Conseil d'administration*).

- (4) Any issue of notes or bonds, since the last audited consolidated financial statements, whether issued under the Programme or not, is subject to a publication by the Issuer on its website (www.danone.com).
- (5) There has been no significant change in the financial position or financial performance of Danone or the Group since 31 December 2024.
- (6) There has been no material adverse change in the prospects of Danone or of the Group since 31 December 2024.
- (7) Except as disclosed in this Base Prospectus on page 45, Danone is not or has not been involved in any governmental, legal or arbitration proceedings (including any such proceeding which are pending or threatened of which Danone is aware), during a period covering at least the previous 12 months which may have, or have had in the recent past, significant effects on the financial position or profitability of Danone or the Group.
- (8) Notes may be accepted for clearance through the Euroclear and Clearstream systems which are entities in charge of keeping the records. The Common Code, 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.

- (9) Dematerialised Notes will be inscribed in the books of Euroclear France (acting as central depository). Dematerialised Notes which are in registered form (*au nominatif*) are also inscribed either with the Issuer or with the registration agent.

The address of Euroclear France is 10-12, place de la Bourse, 75002 Paris, France.

- (10) For so long as Notes issued under the Programme are outstanding, the following documents will be accessible on the website of the Issuer (www.danone.com):
- (i) the up-to-date *statuts* of the Issuer;
 - (ii) the published annual report of the Issuer, the audited non-consolidated and consolidated financial statements of the Issuer for the two financial years ended 31 December 2023 and 2024; and
 - (iii) all reports, letters and other documents, historical financial information, valuations and statements prepared by any expert at the Issuer's request any part of which is included or referred to in this Base Prospectus.

In accordance with the Prospectus Regulation, the following documents will be available, on the websites of the Issuer (www.danone.com) and of the AMF (www.amf-france.org):

- (i) the Final Terms for Notes that are listed and admitted to trading on Euronext Paris and/or in any Member State of the EEA;
 - (ii) the Base Prospectus with any Supplement to this Base Prospectus or further Base Prospectus; and
 - (iii) the documents incorporated by reference in this Base Prospectus.
- (11) In the event of substitution of the Issuer in accordance with Condition 16, the public may have access to the material contracts and other documents (if any) relating to the Guarantee on the website of the Issuer (www.danone.com).
- (12) Copies of the latest annual report and non-consolidated and consolidated financial statements of Danone (in English and French) (in each case as soon as they are published) may be obtained, and copies of the Agency Agreement will be available for inspection, at the specified offices of the Issuer and the Paying Agents during normal business hours, so long as any of the Notes are outstanding.
- (13) In respect of derivatives securities as defined in Article 20.3 of the Commission Delegated Regulation, the Final Terms will indicate whether or not the Issuer intends to provide post-issuance information concerning the underlying. If the Issuer intends to report such information, the Final Terms will specify what information will be reported and where such information can be obtained.
- (14) Ernst & Young Audit and Forvis Mazars S.A. have audited and rendered an unqualified audit report on the consolidated financial statements of Danone for the years ended 31 December 2023 and 31 December 2024 prepared in accordance with IFRS as adopted by the European Union.

Ernst & Young Audit and Forvis Mazars S.A. are regulated by the *Haute Autorité de l'Audit*, duly authorised as *Commissaires aux comptes* and members of the *Compagnie Régionale des Commissaires aux Comptes de Versailles et du Centre*.

- (15) The Programme has been rated Baa1 (senior unsecured) by Moody's. The long-term debt of the Issuer is currently rated Baa1 (stable outlook) by Moody's and BBB+ (stable outlook) by S&P. Each of Moody's and S&P is established in the European Union and is registered under the CRA Regulation. Each of Moody's and S&P is included in the list of credit rating agencies registered in accordance with the CRA Regulation published on the European Securities and Markets Authority's website (www.esma.europa.eu/supervision/credit-rating-agencies/risk) as of the date of this Base Prospectus. Moody's and S&P are not established in the United Kingdom and are not registered in accordance with the UK CRA Regulation. However, the ratings of the long-term debt of the Issuer have been endorsed by Moody's Investors Service Ltd and S&P Global Ratings UK Limited, respectively, in accordance with the UK CRA Regulation and have not been withdrawn. As such, the ratings issued by each of Moody's and S&P may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.
- (16) In connection with the issue of any Tranche (as defined in the "General Description of the Programme"), the Dealer or Dealers (if any) named as the stabilisation manager(s) (the "**Stabilisation Manager(s)**") (or any person acting on behalf of any Stabilisation 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 Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation 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 Stabilisation Manager(s) (or any person acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.
- (17) In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to "**€**", "**Euro**", "**EUR**" or "**euro**" are to the single currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on European Union, as amended, references to "**£**", "**pounds sterling**", "**GBP**" and "**Sterling**" are to the lawful currency of the United Kingdom, references to "**\$**", "**USD**" and "**US Dollars**" are to the lawful currency of the United States of America, references to "**¥**", "**JPY**", "**Japanese yen**" and "**Yen**" are to the lawful currency of Japan, references to "**CHF**", "**Swiss francs**" are to the lawful currency of Switzerland and references to "**Renminbi**" or "**RMB**" are to the currency of the People's Republic of China ("**PRC**"). References in this Base Prospectus to "**day**" or "**days**" are to a calendar day or to calendar days, respectively.
- (18) Each Materialised Bearer Note, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code, as amended".
- (19) Amounts payable under the Floating Rate Notes may be calculated by reference to one or more "benchmarks" for the purposes of the Benchmarks Regulation. In this case, a statement will be included in the relevant 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.
- (20) The Legal Entity Identifier (LEI) of the Issuer is 969500KMUQ2B6CBAF162.
- (21) The website of the Issuer is www.danone.com. The information on such website does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus.

**PERSON RESPONSIBLE FOR THE INFORMATION GIVEN IN THE BASE
PROSPECTUS**

We declare, to the best of our knowledge, that the information contained in this Base Prospectus is in accordance with the facts and contains no omission likely to affect its import.

Danone
17, boulevard Haussmann
75009 Paris
France

Duly represented by:

Florence SALIBA
Vice-President Treasury & Financing
Authorised Signatory
Pursuant to a Board resolution dated 25 February 2025

Dated 28 March 2025



Autorité des marchés financiers

This Base Prospectus has been approved by the AMF, in its capacity as competent authority under Regulation (EU) 2017/1129, as amended. 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, as amended. This approval does not imply any verification of the accuracy of such information by the AMF.

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 28 March 2025 is valid until 28 March 2026 and shall, within this period and pursuant to the conditions set by Article 23 of Regulation (EU) 2017/1129, as amended, be completed by a supplement to the Base Prospectus in the event of new material facts or substantial errors or inaccuracies. The Base Prospectus has the following approval number: 25-083.

Issuer

DANONE

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75009 Paris
France

Arranger

BNP PARIBAS

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75009 Paris
France

Dealers

Banco Santander, S.A.

Ciudad Grupo Santander
Edificio Encinar
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28660, Boadilla del Monte, Madrid
Spain

Barclays Bank Ireland PLC

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BNP PARIBAS

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Citigroup Global Markets Europe AG

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Germany

Crédit Agricole Corporate and Investment Bank

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92547 Montrouge Cedex
France

HSBC Continental Europe

38, avenue Kléber
75116 Paris
France

ING Bank N.V., Belgian Branch

Avenue Marnix, 24
1000 Brussels
Belgium

J.P. Morgan SE

Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

MUFG Securities (Europe) N.V.

World Trade Center, Tower Two, 5th Floor
Strawinskylaan 1887
1077 XX Amsterdam
The Netherlands

NATIXIS

7, promenade Germaine Sablon
75013 Paris
France

NatWest Markets N.V.

Claude Debussylaan 94, 7th Floor
1082 MD Amsterdam
The Netherlands

Société Générale

29, boulevard Haussmann
75009 Paris
France

**Fiscal Agent, Paying Agent, Redenomination Agent,
Consolidation Agent and Calculation Agent**

BNP PARIBAS (acting through its Securities Services business)

(affiliated with Euroclear France under number 29106)

Les Grands Moulins de Pantin

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93500 Pantin

France

Statutory Auditors

Ernst & Young Audit

Tour First

1/2, place des Saisons, TSA 14444

92037 Paris-La Défense Cedex

France

Forvis Mazars S.A.

61, rue Henri Regnault

92400 Courbevoie Cedex

France

Legal Advisers

As to French law

To the Issuer

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66, avenue Marceau

75008 Paris

France

To the Dealers

Linklaters LLP

25, rue de Marignan

75008 Paris

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